

GARDNERVILLE TOWN BOARD

Meeting Agenda

Lloyd Higuera, Chairman Mary Wenner, Vice Chairwoman Cassandra Jones, Board Member Ken Miller, Board Member Linda Slater, Board Member 1407 Highway 395 N. Gardnerville, Nevada 89410 (p)775-782-7134 (f): 775-782-7135 www.gardnerville-nv.gov

Contact: Carol Louthan, Office Manager Senior for any questions or additional information. You may also view the board packet online at the town's website.

Tuesday, March 3, 2015

4:30 p.m.

Gardnerville Town Hall

MISSION STATEMENT

"The Town of Gardnerville provides high quality services based on community needs in a cost effective and efficient manner. We will strive to protect the community's quality of life while proactively preparing for the future. We will be accessible and fully accountable to our community."

Copies of the finalized agenda are posted at the following locations prior to meeting day in accordance with NRS Chapter 241: Gardnerville Town Offices, Gardnerville Post Office, Carson Valley Chamber of Commerce and Visitors Authority and the Douglas County 8th Street Historic Courthouse. The agenda is also posted on the Internet at www.gardnerville-nv.gov. All items shall include discussion and possible action to approve, modify, deny, or continue.

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 Gardnerville Town Offices in writing at 1407 Highway 395, Gardnerville NV 89410, or by calling (775) 782-7134 at least 24 hours in advance.

Notice regarding NRS 237: The Gardnerville Town Board has adopted a Standard Policy No. 7, which contains a motion regarding Business Impact Statements. When the Town Board approves its agenda, it also approves a motion which includes ratification of staff action taken pursuant to NRS 237-030 et seq. with respect to items on the agenda, and determines that each Rule which is on the agenda for which a BIS has been prepared does impose a direct and significant economic burden on a business or directly restricts the formation, operation or expansion of a business, and each Rule which is on the agenda for which a BIS 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.

Notice: Items on the agenda may be taken out of order; the Gardnerville Town Board may combine two or more agenda items for consideration; and the Gardnerville Town Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

INVOCATION - Pastor Norm

4:30 P.M. Call to Order and Determination of a Quorum

PLEDGE OF ALLEGIANCE - Tom Dallaire

PUBLIC INTEREST COMMENTS (No Action)

This portion of the meeting is open to the public to speak on any topic not on the agenda and must be limited to 3 minutes. The Gardnerville Town Board is prohibited by law from taking immediate action on issues raised by the public that are not listed on the agenda.

FOR POSSIBLE ACTION: APPROVAL OF AGENDA, with public comment prior to Board action.

The Gardnerville Town Board reserves the right to take items in a different order to accomplish business in the most efficient manner.

FOR POSSIBLE ACTION: APPROVAL OF PREVIOUS MINUTES:

February 3, 2015 Regular Board meeting, with public comment prior to Board action.

CONSENT CALENDAR FOR POSSIBLE ACTION

Items appearing on the Consent Calendar are items that may be adopted with one motion after public comment. Consent items may be pulled at the request of Town Board members wishing to have an item or items discussed further. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda.

- 1. For Possible Action: Correspondence
- 2. For Possible Action: Health and Sanitation & Public Works Departments Monthly Report of activities
- 3. For Possible Action: Approve February 2015 claims
- 4. For Possible Action: Approve a special event application for FEAT of the Carson Valley Inc., scheduled for April 25, 2015 at Heritage Park.

www.gardnerville-nv.gov March 3, 2015



GARDNERVILLE TOWN BOARD MEETING AGENDA - CONT'D

ADMINISTRATIVE AGENDA

(Any agenda items pulled from the Consent Calendar will be heard at this point)

- 5. <u>For Possible Action</u>: Discussion and provide direction to staff on a request from Carson Valley Pops on holding a July 4th concert at Heritage Park after the Freedom 5K fun run. Appearance by Judy Sheldrew, with Carson Valley Pops; with public comment prior to board action. (approx. 15 minutes)
- 6. <u>Not for Possible Action</u>: Discussion on the Main Street Program Manager's Monthly Report of activities for February 2015. (approx. 10 minutes)
- 7. For Possible Action: Discussion to approve, or to deny a contract with NV Energy with an advance amount of \$113,868 and payment in the amount of \$109,868 for altering the existing electrical facilities across APN 1320-33-402-080 & 1320-33-310-006, aka the Hellwinkel property and Chichester Detention pond, adding a new meter for the Hellwinkel barns, authorizing the town manager to sign the contract; with public comment prior to Board action. (approx. 15 minutes)
- 8. For Possible Action: Discussion to approve, or to deny a contract with Nevada Department of Transportation in the amount of \$333,561.00 for installing rapid flashing beacons, ADA ramps and storm drain improvements at Mill Street, High School Street, Mission Street, and Kingslane Highway 395 crosswalk improvement project, with \$17,556.00 of town funds as 5% match. The town would be responsible for 100% of the costs exceeding the contract amount; with public comment prior to Board action. (approx. 15 minutes)
- For possible action: Discussion and provide a recommendation to the County Commissioners regarding the projects to pursue, along with funding options, that are identified in the proposed County Connectivity Project. Presentation by Jacques and Dominique Etchegoyhen; with public comment prior to Board action. (approx. 30 minutes)
- 10. <u>For Possible Action</u>. Discussion to provide direction to staff on budget development for Fiscal Year 2015/2016 including, but not limited to;
 - a. Discuss Towns strategic plan and goals
 - b. Discuss Town Values
 - c. Update of capital improvement projects for fiscal year 2015-2020
 - d. Review of the town staffing and employee merits
 - e. Review and discuss proposed town projects anticipated for bidding award before June 30, 2015
 - f. Review of the tentative budget for 2015-2016 and review of the revenue estimates, and other matters properly related thereto; with public comment prior to Board action. (approx. 60 minutes)
- 11. <u>Not For Possible Action</u>: Discussion on the Town Attorney's Monthly Report of activities for February 2015. (approx. 5 minutes)
- 12. <u>Not For Possible Action</u>: Discussion on the Town Manager/Engineer's Monthly Report of activities for February 2015. (approx. 20 minutes)

PUBLIC INTEREST COMMENTS (No Action)

This portion of the meeting is open to the public to speak on any topic and must be limited to 3 minutes. The Gardnerville Town Board is prohibited by law from taking immediate action on issues raised by the public that are not listed on the agenda.

Gardnerville Town Board Meeting - April 7, 2015



GARDNERVILLE TOWN BOARD

Meeting Minutes

Lloyd Higuera, Chairman Mary Wenner, Vice Chairwoman Cassandra Jones, Board Member Ken Miller, Board Member Linda Slater, Board Member 1407 Highway 395 N.
Gardnerville, Nevada 89410
(p)775-782-7134 (f): 775-782-7135
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Tuesday, February 3, 2015

4:30 p.m.

Gardnerville Town Hall

INVOCATION - Father Paul

4:30 P.M. Call to Order and Determination of a Quorum - Chairman Higuera called the meeting to order and made the determination a quorum is present.

PLEDGE OF ALLEGIANCE - Cassandra Jones

PRESENT:

Lloyd Higuera, Chairman Mary Wenner, Vice-Chairman Cassandra Jones Ken Miller Linda Slater

Jennifer Yturbide, Town Counsel Tom Dallaire, Town Manager/Engineer Paula Lochridge, Main Street Manager Carol Louthan, Office Manager Sr.

FOR POSSIBLE ACTION: APPROVAL OF AGENDA, with public comment prior to Board action.

The Gardnerville Town Board reserves the right to take items in a different order to accomplish business in the most efficient manner.

Motion Slater/Miller to approve the agenda.

No public comment.

Upon call for the vote, motion carried.

FOR POSSIBLE ACTION: APPROVAL OF PREVIOUS MINUTES:

January 6, 2015 Regular Board meeting, with public comment prior to Board action.

Motion Miller/Slater to approve the minutes as presented.

No public comment.

Upon call for the vote, motion carried.

PUBLIC INTEREST COMMENTS (No Action)

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No public comment.

CONSENT CALENDAR FOR POSSIBLE ACTION

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For Possible Action: Correspondence
Read and noted.

2. For Possible Action: Health and Sanitation & Public Works Departments Monthly Report of activities

Gardnerville Town Board Meeting February 3, 2015 – 4:30 p.m. Page 2

Accepted.

3. For Possible Action: Approve January 2015 claims

Approved.

4. For Possible Action: Approve appointment of Linda Dibble to the Main Street Board of Directors.

Approved.

Motion Wenner/Jones to approve the consent calendar.

No public comment.

Upon call for the vote, motion carried.

ADMINISTRATIVE AGENDA

(Any agenda items pulled from the Consent Calendar will be heard at this point)

5. <u>For Possible Action</u>: Discussion to accept a report of tortious conduct claims per NRS 41.0385, with public comment prior to Board action.

Mr. Dallaire has an updated letter from what is in your report. The report is correct, but the letter didn't reflect that. The only claim we had this year was the \$400 some dollars from Shop Small for the sprinkler mishap in the park.

Ms. Yturbide reported there is a revised memorandum that has been passed out to the board members that reflects that change dated today's date 3 February, 2015 from Mr. Rowe. That claim has been paid. So there is nothing outstanding. It is reflected in the summary from the pool that is behind the memorandum in your packet.

No public comment.

Motion Wenner/Slater to accept the report of tortious conduct claims. Motion carried.

6. <u>Not for Possible Action</u>: Discussion on the Main Street Program Manager's Monthly Report of activities for January 2015.

Mrs. Lochridge reported she has been out of the office for the past two weeks recuperating. We hope to get the annual report completed and approved at the next Main Street board meeting. We hope to have that in the next board packet. Committees are currently revising and updating their action plans. Once those are approved I will bring them to you. Carol Sandmeier, chair of the Heritage Park Gardens Committee will be here at the March meeting to give an update as to the progress on the Children's Garden. Sponsorships for the flower baskets are going very well. We are ahead of where we were last year at this time of year. We have half sponsored already. We have another 34 that need to be sponsored. As of March 1 the rate will go up to \$95. Currently the sponsorship price 2/3rd of the money goes to the schools to support the programs where they are growing the baskets for us. The rest of the money goes to helping to pay for the seasonal to water them once or twice a day throughout the summer months. If anybody is interested you can talk to Marie. There has been email conversations regarding SB51, creating a state main street program. Our national contact, Kathy LaPlant with Main Street National, has been emailing back and forth. She has been providing a lot of information to Wes Henderson with Nevada League of Cities. He has got more information to do the presentation.

Mr. Dallaire added there are many impact statements from across the country that Kathy has been sending to Wes. One of those is in the board packet. We have three other big reports and the actual full blown report. We had a conference call with the committee to discuss what we will be doing once the bill comes to the legislature. Wes is working on those contacts and getting that coordinated with the schedule for the legislature.

Mrs. Lochridge noted National has been very impressed by what we have accomplished without a state program. They are eager to see one put in place for Nevada. I think a lot of the rural communities would really benefit from this program.

Mrs. Slater did a teleconference on the Nevada League of Cities Board of Directors meeting and it is very positive for Main Street.

Mrs. Lochridge believed it is a fantastic program that gets members of the community involved. We have the support of the town and the county, but volunteers are making it happen. That's what is so great to see.

Mr. Miller wanted to let Paula know they will not be doing a presentation at the Rural Roundup for Main Street.

- 7. For Possible Action: Request from Carson Valley Visitors Authority to sponsor the 2015 Rural Round up tourism conference on April 15-17, 2015 in the Carson Valley, in the amount of \$500.00, the sponsorship will allows for a Town table to be located at the community center, listing in the program and one complimentary registration to the conference; with public comment prior to Board action. Appearance by A.J. Frels, Executive Director, Carson Valley Visitors Authority
- A.J. Frels, representing the Carson Valley Visitors Authority, is here seeking your support for sponsorship of the Rural Roundup conference. It is a statewide tourism conference. The opening night is at the new community center. It's been 17 years since we have had this in the Carson Valley. We are requesting \$500 as your sponsorship.

Mrs. Jones asked how much the complimentary registration is worth.

Mr. Frels answered \$65. The entire budget for this event is \$32,000. It starts on Wednesday and wraps up mid-morning on Friday.

Mrs. Jones liked the way he put it "tell our story." It's about educating the rest of the state about why to come to Gardnerville.

Mr. Miller attended the conference last year. It is a good way to expose the valley to the rest of the state.

No public comment.

Mr. Dallaire asked which board member they would want to send and if you want additional people to attend.

Motion Wenner/Slater to approve the sponsorship in the amount of \$500. Motion carried.

- 8. For Possible Action: Discussion to accept or deny acceptance for maintenance of constructed improvements within the Ranch at Gardnerville Phases 2A and 2B:
 - a. Maintenance of street improvements on a portion of Lasso Lane, from Heybourne Road to northerly phase line on Lasso Lane a portion of Snaffle Bit from the trail head to the easterly phase line at lot E,
 - b. Maintenance of storm drain improvements within the associated phases,
 - c. Maintenance of curb gutter and sidewalk within the associated phases.
 - d. Maintenance of the trail head landscaping and pathway construction (APN 1320-32-614-002); with public comment prior to Board action.

Mr. Dallaire reported we put together a map for clarity. The Ranch at Gardnerville Phase 1 was approved in 2004, started construction in 2007and was revised in 2009. They built Phase 1 in three phases and still haven't had the road improvements offered for maintenance because they haven't finished the ditch improvements. Phases 2A and B are the first phases that were constructed and complete. Lot E is a 20 foot wide future path connection to the Park Cattle Company's property. There is also a future storm drain extension that will collect storm water from this area. If they need it in the design they have approximately 8 cfs they can put into this system. This is the first time we have owned a connection piece. We will also get some landscaping and fencing. These improvements were installed in October. This is the first time we have had a developer actually provide a trailhead. I did ask the landscape contractor to add a few more rocks. We specifically did not want 2 or 4 bollards. One bollard is sufficient. Along Heybourne the lights are a cobra head style. They are the county's. Those are on a meter. We had them put in decorative signs and lights that will be ours. Those are metered as well. There are three more meters that the lights will be on so we can maintain them when they go out. We have a lot more control.

Mr. Gary Swift lives in Ruhenstroth. It sounded like instead of the closed top cobra heads we are talking about the ones that are downtown. Has anybody thought about the shine that goes up in the night sky? Has that been addressed? A lot of people are against that. They like the dark skies.

Mr. Dallaire responded Douglas County's code and the town's code requires only putting street lights at intersections, curves and cul-de-sac bulbs. There are fewer lights already. The LED version doesn't shine up. It shines flat.

No further public comment.

Motion Miller/Slater to accept the maintenance for constructed improvements of the Ranch at Gardnerville Phases 2A and 2B as in items A through D on the agenda. Motion carried.

- 9. For Possible Action: Discussion to approve or deny holding the Splash Dogs event at Heritage Park tentatively scheduled for August 14-16, 2015 at a cost to the town of \$1,500 in addition to providing bleachers, shade structure, port a potties, and assisting with the setup of the event; with public comment prior to Board action.
 - Mr. Higuera called attention to the new addition of \$1,500. Last year we did it as a cooperative event.
- Mr. Dallaire has had some Facebook input. I have a screen print here. We have four people would like to see it back. That has been the input we have received. The organizers are here. Tony is who I have been in contact with. Tony owns Splash Dogs. Jeff runs it. The water company donated water and filled up the pools last year. If we don't want to come up with the extra \$1,500 for all the events that we are doing we can take Old Town Days off the schedule. It is dwindling in attendance. I am not sure if it is a big hit anymore. This \$1500 goes to their staff. It does usually run \$3,000 and \$10,000 to hold an event depending on how far they have to travel.
- Mr. Higuera got tremendous feedback on Splash Dogs. People responded very positively. Old Town Days there was literally no one there. The community didn't really seem to be that engaged. I think that is a good suggestion to retire that particular program. We have to limit the events we do. I think if we kept it to four. Movies in the Park is very successful. The Christmas Kickoff has grown tremendously. The July 4th run is growing but isn't really costing us anything. Splash Dogs was a success. I would say limit it to those four.
- Mr. Miller felt Splash Dogs also has a positive effect on the hotel/motel base in this area. It is good for families in the community.
- Mr. Dallaire asked A.J. for the data. He has not provided it yet. The Historian Inn was booked for the weekend. If I can get the other hotels on board and in contact with the Splash Dogs organizers maybe they can send out their notices on where to stay.
 - Mr. Miller believed it is an education process for the hotel/motel too.
- Mrs. Slater supports this. We get a lot of complaints about the gun fire from Old Town Days. I would support the change.

Mrs. Jones asked if there is a way to encourage cooperation between Main Street or Shop Small or something like it to come in and grow the event beyond just Splash Dogs to encourage more people towards the park and encourage local business.

Mr. Dallaire thought the park was pretty packed.

Mrs. Heather Paterson-Lewis explained we travel over the hill for many events and they have heard so much because Heritage Park literally was designed for the sport of Splash Dogs. I would think this next event, especially having this much prior notice that this will be at the top of everybody's calendar. I worked with the Historian Inn and they are so dog friendly. We never get that at an event. Literally this is the premier Splash Dog location in the west right now.

Mrs. Slater commented to your credit I have heard after your event the cleanup process was fabulous. Heritage Park, to many of us, is such a family park having the movies in the park where the children are on the blankets, that to be able to have the dogs in there is a conflict. But the feedback I have heard has been positive on your behalf. You are to be commended.

Mrs. Paterson-Lewis shared we just needed the trash emptied more often.

Ms. Wenner liked the event. I did have someone ask me if there would be alcohol.

Mrs. Peterson-Lewis thought they need to talk about that. We had pizza at the event and they wanted to sell beer. It would have been lovely to have had it. But we didn't have it figured out soon enough. Trying to get local vendors to sell food would be good. We appreciated having that.

- Mr. Dallaire mentioned with alcohol, the concern was it is a town event. We were sponsoring it. If we are sponsoring it is it appropriate to sell alcohol.
 - Ms. Yturbide is writing a note and will check on it.
 - Mr. Dallaire asked if Main Street would want to do it as a fundraiser.

Mr. Miller felt the less outside contractors we go through is in our favor. If we can keep involved with Splash Dogs, Main Street and the town, and maybe a few local vendors that are direct vendors and not contracts it would be much more in our favor.

Mrs. Lochridge attended one day of the event last year and was amazed at the number of people that were there. I was also thrilled because I saw a lot of people walking down Main Street going into the shops. I know Main Street would love to help promote this and would also like to meet with everyone involved to see if there is anything else we could bring to the table to keep this here and grow it.

Mr. Dallaire thought last year's event was the first step. We wanted to see how it went. It went really well. This is the next step. In order to get across the hurdle will the board support paying them the \$1500. Right now do we want to fund it and if so this is how we are going to fund it is by taking off Old Town Days and move forward.

Chairman Higuera called for public comment.

Jeff Vanatta ran the event last year. It was a huge success last year. We had over 125 dogs and over half of those were brand new dogs that have never jumped before. We had lots of compliments and people want to come back. The champion is a local dog out of Carson City. She will be back.

Mrs. Peterson-Lewis wanted to share we were nominated for the best of Carson Valley as best annual event.

Motion Slater/Jones to approve holding the Splash Dog event in Heritage Park, tentatively scheduled for August 14th through the 16th 2015 at a cost to the town of \$1,500 in addition to providing bleachers, shade structures, port-a-potties and assisting with the setup of the event, and transferring funds previously used for Old Town days. Motion carried.

10. For Possible Action: Discussion on a request from Douglas County Economic Vitality to participate in a grant match with a contribution amount of \$3,000 of the \$26,000 match required for the proposed \$130,000 trail head project on Buckeye Road being requested by Douglas County in a grant application to be submitted for the 2015 Nevada State Recreational Trails Program Grant, providing an additional trailhead for the Martin Slough Trail system; with public comment prior to Board action.

Mr. Dallaire advised Lisa Granahan is out on vacation so they didn't send anybody to represent them on this. We have been meeting quite a bit on the Martin Slough trailhead that is progressing along. The county wants to go after a trailhead now that Minden has one at Jake's Wetlands and we have one at the Ranch that was accepted tonight. We will link that with some other grant funds coming from the same department for trail amenities. We are requesting to add a dg path through the community garden so people can use the restrooms easier. They will have access to the restrooms at Heritage Park. The county was able to come up with \$20,000 and they were asking the towns for another three if it is possible. If not they will find other funding. We have already put \$20,000 into the Valley Vision. We are putting another \$15,000 into the Valley Vision this year. Most of the \$15,000 is getting spent on the boundary line adjustment and the work at Eagle Gas. But we do have those funds we can pull from if that is your desire. We are rolling forward \$500,000 from last year to this year. I have it covered both ways. It shows support that this is a community project.

Mrs. Jones asked about pulling from the Valley Vision, which is the fund we have earmarked for Eagle Gas. The upcoming phase on Eagle Gas is actually fully grant funded, correct?

Mr. Dallaire answered yes.

Mrs. Jones asked if we pull money we set aside, is it actually impacting what we have prepared to spend.

Mr. Dallaire shared the grant funds from CDBG is for the architectural plans of the gas station and the site plan layout. Those funds are separate from the Valley Vision funds. The Valley Vision funds that we have put in this fiscal year we are using on the boundary line adjustment rounding out the NDOT right-of-way.

Mrs. Jones stated we already put in a trailhead and I want to make sure if we commit another \$3,000 to that project that we are not hindering a project that is solely ours. It's not like we can readily go to the county or Minden and say let's put money into the S curve.

Mr. Dallaire explained it goes both ways. We put in \$20,000 last year and another \$15,000 this year. We are moving and consolidating projects. We had money from last year that is rolling forward and we have money this year that I am combining together to do the work. I think we can cover it either way, whether we use the Valley Vision or not. You tell me use the Valley Vision funds or not.

Mrs. Slater believed that was a good point. We do need to make sure we have sufficient funds to sponsor our own projects.

Mr. Miller mentioned there is going to be a point in the Valley Vision where Minden will be doing part of their projects and they will ask for funds from us. We can also request funds for the gas station on this end.

Mrs. Jones, in theory, has no problem with the \$3,000 to help with this. Especially when you understand the matching grant, what the county is going to be able to get back is a huge leverage of the \$3,000.

Mr. Dallaire pointed out this is the same program Minden used this last year for their trailhead. We weren't going after grants. We need to get the channel done. Then we will do the same program next year. This allowed us to hit this fund every year with different entities applying. Next year we will go after a bridge across the channel. It's all part of the trail system.

Chairman Higuera called for public comment.

- Mr. Darrol Brown, 23 year resident of Gardnerville, asked if there are any statistics or studies that show just how many people would use this trail.
 - Mr. Dallaire is not aware of any studies.
 - Mrs. Slater uses it and has been asked by many people when they will complete it.
 - Mr. Brown asked if this could be the highest and best use of the money.
 - Mrs. Slater agreed it could be in my estimation. It benefits the community as a whole.

No further public comment.

Motion Wenner/Jones to approve the support and authorize the staff to send an accompanying letter of support. And I'd like to use the Valley Vision funds for the \$3,000. Motion carried.

- 11. For Possible Action: Approve Resolution No. 2015R-010 augmenting the Town of Gardnerville budget for fiscal year 2014-2015; with public comment prior to Board action.
- Mr. Dallaire gave a brief overview of the augmentation. We are ready to proceed on a lot of these projects. The channel is moving forward. We have it all into the county and the corp. We are waiting for comments from them. This is what will go to the county commissioners.
 - Ms. Wenner asked about the \$3,000 for travel.
 - Mr. Dallaire answered it is for the conference back east.

No public comment.

Motion Miller/Wenner to approve Resolution 2015R-010 augmenting the Town of Gardnerville budget for the fiscal year 2014/2015. Motion carried.

12. For Possible Action: Approve budget transfers for fiscal year 2014/2015; with public comment prior to board action.

Mr. Dallaire stated instead of having all these items on the resolution we did one lump sum and then transferred that to the areas that need it. Mr. Dallaire explained the transfers in more detail. We have been in contact with Charlie Condron this year about the condition of our irrigation and drainage system. We are having issues with the Martin Slough. The irrigation box hasn't been maintained. Staff does not think we are supposed to maintain it. Charlie is saying someone needs to. If we don't maintain it then we will lose all the water and we won't be able to divert any of it to the Martin Slough. We talked with Mr. Dreyer today. We will meet again and come up with some solutions.

Mrs. Slater asked if the owners of the water rights were supposed to be the ones maintaining that.

Mr. Dallaire answered yes. Charlie Condron, the new watermaster, has been to the state. He is looking at all the owners and starting the process. We have areas we are cleaning out behind Gardner Park. Along Circle Drive there are five homes in there that have willows that are overgrown. That is the outlet for all the drainage on the west side of the highway. There is another ditch that comes in through Oxoby's that catches all the drainage on the east side of the highway. Is it a storm drainage issue or is it a downstream user issue?

Mrs. Slater didn't think there had been any water flowing in there for years.

Mr. Dallaire knows that ditch was full in July. It was not irrigation water. Now it is not an irrigation ditch anymore, it is a storm drainage ditch. That's where we are ending up with the issues.

- Mr. Higuera asked if that comes under the authority of the ditch committee.
- Mr. Dallaire answered not the Water Conveyance Advisory Committee.
- Mr. Higuera stated Mr. Gjerde keeps mentioning the ditch committee.

Mr. Dallaire stated most of them are Allerman Ditch Company people. They collect an annual fee from their members and users. We need to be on the committee. Both Minden and Gardnerville should be represented. We are working towards that. In the meantime we need that for storm drainage.

Mrs. Slater asked that any work the town does in that direction is documented and a cost association accompanies it.

Mr. Dallaire received an email today from NDOT. We will have next month the item of their contract on the crosswalks. Summit Plumbing will be doing the video of the storm drain from Sharkey's down to Mill Street. The condition of the storm drain will be a hot topic in the next couple years.

No public comment.

Motion Slater/Miller to approve the budget transfers for fiscal year 2014/2015. Motion carried.

- 13. For Possible Action: Discussion on receipt of a status report on the Gardnerville Station (Eagle Gas) Redevelopment Project at 1395 Highway 395 North (APN 1320-33-402-075);
 - a. Select a Town Board member to participate on the review panel that will review and score the Statements of Qualifications.
 - b. Authorize the review panel to select a firm to prepare the design plans for the Gardnerville Station;
 - c. Authorize town manager to enter into a contract with the selected firm; with public comment prior to board action.

Ms. Candace Stowell reported Eagle Gas is a multiphase redevelopment project. The town board approved the redevelopment plan in October of 2013. The two phases - Phase 1 is to clean up Eagle Gas, remove debris, site remediation and also to do the design plans. Once Phase 1 is completed we will move into Phase 2. The site remediation and environmental assessment has taken a bit longer than expected. The town received the CDBG funds in July of this year but didn't get the notice to proceed until January. We still don't have the results from the assessment of the leakage from the heating oil tanks. With Phase 1, which basically started as soon as the town acquired the site, has run about \$200,000. Of that amount, the town has, in terms of direct expenses, put up about \$38,000. So the rest of it has been covered by CDBG, Brownsfield Grant and the Petroleum Fund. Fortunately by Tom re-enrolling those gasoline tanks in the fund that is a huge benefit to the town going forward. We were worried we would lose the ability to apply for more CDBG funds later this year. HUD came out with new income data that said this block group was no longer eligible. It was not a low income area any longer. We challenged that and said you can't do that. This is a multiphase redevelopment project. We were qualified based on 2000 income data. And we won. We will not have that problem to deal with which we are grateful. We will apply for more CDBG funds later this year through Douglas County. We don't know what the cost estimates will be for Phase 2, actual construction and renovation. We are at the design phase. The RFQ was issued on January 12th. We had a site tour for firms last Friday. We had 8 design firms there. This design work is fully funded by the Community Development Block Grant. The deadline for the RFQ is February 13th. The proposals would then be handed out to the review panel who will meet on the 23rd to score and then notify the successful firm on Friday the 27th and enter into a contract. We are moving quickly now that we have the CDBG funds. The only glitch is what will happen when we get the assessment report back. Hopefully we will have those results back this week. Again there is a lot of interest. The firms were glad to be able to walk inside the building. We have some really good, talented firms. Before you tonight is, hopefully we can have a member of the town board serve on the review panel. The review panel will be Tom, Dirk Goering from Douglas County, Paula Lochridge and a town board member. That review panel will make the decision and then Tom can enter into a contract.

- Mr. Higuera asked when we will get to the gasoline tanks.
- Ms. Stowell didn't want to get too far ahead. We have to wait to see what comes back on the assessment.
- Mr. Miller wanted to ask about not demolishing the canopy. It will be demolished in the future, correct?

Ms. Stowell stated that is why we wanted a design firm that has experience in dealing with SHPO. When we did that environmental assessment for CDBG part of the approval was SHPO saying no, unless there is some significant structural issue they wanted to keep the canopy. There are pros and cons to that. Obviously keeping the canopy will reduce the parking. There are some pros in keeping the canopy. One of the design firms asked if the canopy could be moved. Really everything is on the table. That's what came back. If we had contested that we would probably be out another year.

Mr. Higuera asked if they see historical value.

Ms. Stowell responded, yes, they do. That was our first reaction was really, a canopy. If you go under that you will see the original canopy that was built in '61 is inside that canopy. Eagle Gas, which was originally a Shell station, is called ranch style Shell gas stations. If you go to Carson City, 1600 N. Carson you will see exactly the same style of architecture. There also used to be one in Round Hill at Lake Tahoe in front of where we have the Safeway now. That style of Shell was the prototypical station that was built in the late 50's, 60's. That's what you had here. The nice thing is making that a gateway, turning it into a visitors center, there are a lot of examples all over the country where these gas stations have been reconverted, readapted or renovated into visitor's stations, oftentimes with a Main Street program that is already in place. In some instances they have rebuilt canopies to bring back the historic character. Obviously the design consultants will be looking at this carefully. We will have another workshop, hopefully in May. Then we will come back to the board in June to have your comments and hopefully your approval to go forward.

Ms. Wenner asked if plans will still be coming back to the board to look at all the design reviews before it is approved.

Ms. Stowell answered absolutely. This is to ask for a town board member to serve on the review panel, select a firm and then for Tom to enter into a contract with that firm the review panel selects. It is a request for statements of qualification.

Ms. Wenner noted but not particularly for a design.

Ms. Stowell answered no. The RFQ that went out had specific deliverables: elevations, floor plans, the site improvements, landscaping, where the curbs will be. All the details that we would bring back to the board to review and to finalize with cost estimates. This is basically our shopping tool to go for more CDBG funds and other grants later in the fall.

Mrs. Jones understands what you need the board member to do on February 23rd is to look at the qualifications of the designer, pick a designer who will then prepare the plans you just talked about and then the board will approve the plans for us to go forward and seek more grants.

- Ms. Stowell explained we want to do a workshop in May, get some public input, put it up on the web page and come back to the board in June for the board to review the proposed design plans for the building and site. Whoever serves on the review panel would actually get the proposals from me. They will have approximately a week and we will probably meet February 23rd at 10:00 here with Tom, Paula and Dirk to score it.
- Mr. Dallaire clarified these firms that are interested are preparing why they are qualified. Then we score them on seven or eight items. The highest rank score from the panel would be the one we hire.
 - Mr. Miller has time available. I should have the time by the 23rd to do that.
- Ms. Stowell pointed out the milestones chart gives a good overview of where we are in the process, all the things we've had to go through. We are hoping to complete the phase 1 process by July and then get ready to start going forward with Phase 2.
 - Mr. Higuera felt Candace has done a great job.
 - Mrs. Slater believed it shows she is dedicated.
 - Mrs. Slater thanked Ken for volunteering and Candace for the presentation.

No public comment.

Motion Jones/Slater to approve Ken Miller as the Gardnerville Town Board member to participate in the review of the statements of qualification, authorizing the review panel to select a firm to prepare the design plans for the Gardnerville Station redevelopment project and authorizing the town manager to enter into a contract with the selected firm with the contractual services to be paid from the 2014 CDBG funds. Motion carried.

14. Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for January 2015.

Ms. Yturbide reported our office has done the typical work in reviewing the agenda and attending board meetings. We are keeping an eye on the deadline for filing a claim for Sharkey's bankruptcy. That deadline is 180 days from the date of filing of the bankruptcy. That will be coming up in the beginning of June. We also prepared some grant bargain sale deeds regarding the Eagle Gas station right-of-ways and those were redone through the county request. We also prepared the summary of claims that you received. We haven't seen the Nevada Energy contract yet.

Mr. Dallaire never did get that back from them. Mike has been working with the NV Energy attorney and I have been working with Don French.

15. Not For Possible Action: Discussion on the Town Manager/Engineer's Monthly Report of activities for January 2015.

Mr. Dallaire reported we have a lot of items on the Hellwinkel channel. We are waiting on the county to give some feedback. It is on the Water Conveyance Advisory agenda for March. I went over the plans with Charlie Condron. Last year we were able to clean out the company ditch. We are looking at doing the same thing behind Circle Drive. We got all the permissions from the property owners to proceed. It's an irrigation ditch. The nature path, we were careful in pulling the willows out. We have to keep the nests of the bird habitat. The ditch we don't have that problem. It's a maintenance issue. There are two strips of willows. We only cleaned out the one because there are a lot of

birds living in the dead material that is laying down. Next year they will have to move and we will clean that side out. It's the backbone to the storm drainage. Without it we have no storm drainage. NDOT did contact me. I've talked with Tim Russell at Lumos. He was interested and will probably talk to two more firms. I can't go out to bid on professional services. We have to establish the right-of-way. We want to pay for that because if NDOT has to do it it will take years. I would rather have a private agency go in and do it and then coordinate with NDOT on establishing where the actual right-of-way is. They want us to obtain access easements or construction easements for all these crosswalks on private property. If the sidewalk crosses over that right-of-way line then we have to pay for that per the federal guidelines. That's what NDOT is really concerned about. We will be working on that, but the quickest route is to hire that out.

Mr. Higuera likes that we are getting closer to completing a lot of our projects.

Mr. Dallaire is trying to get them all done at the same time. This is a \$360,000 project because of the storm drainage. There's old irrigation boxes on each corner. Those have to be relocated because they are where the ramps are. We are looking at the irrigation boxes. There are a lot of issues with the drainage. Who is responsible? It's an irrigation ditch, but it's also a storm drainage system. We are looking at that and updating our maps to figure out where the flow is coming from. Mr. Dreyer came in today and went over a lot of these issues. I think we are all on the same page now. The Wells Fargo ATM came back. The signs at Lampe Corners were approved. Sharkey's item, I have my letter in here. The county planning commission didn't support the request for a fence. They asked them to provide landscaping instead on 756. The owner doesn't want to put in a fence because that's his parking lot and doesn't want to separate the business from the parking lot. I met with Rob Anderson on the site and he was going to talk to Mr. Pegram about this. He could easily keep the walkway, widen it out and provide landscaping. I suspect we will have a walkway four or five feet wide and two or three feet of landscaping on either side. Mimi has approved this already. Mimi has talked with Mr. Pegram about it. He is adamant to put it in so Mimi allowed it. I did reference the code sections. He did put in decorative lighting. We are going to work together during construction on the grate on 756 and also on the irrigation box in the storm drain system.

Mr. Higuera mentioned you were treated to seeing the actual plans for Sharkey's. You said you were pretty impressed with what they were going to do.

Mr. Dallaire got a call from the architect to discuss some of the changes. I talked with Mr. Henry, the architect. He took me on a tour and they have done some work inside already. The upper floor is offices. The three rooms have been opened up into one big room. No tables just slots. They're still looking for more memorabilia. The mural, totally different aspect coming from the architect. He put Sharkey's sign right above the murals. He is looking for history on ranch families and faces. I am collecting branding brands and I will give him that information. The orange color I was concerned about is just in between the top piece they just added.

Mrs. Slater asked if on the 756 frontage the town considered putting in some grates and a couple of trees to prevent some of the people from crossing.

Mr. Dallaire didn't believe there is enough room. It is only a six foot wide area. I think overall the Basque stamping ends up taking up about 10 feet of space. We don't have enough room. I can ask but it will be a retaining wall and a jog out in the sidewalk. I met with Carol Yparriguirre on the plan and she is authorizing Mat at Anderson to proceed with an easement. I went over all the plans in detail. We may get wider ADA ramps with curbs on one side, similar to what they have done in Minden along the highway. At Carol's property they want to pull the asphalt back away from the building further so they will leave the landscaping along the building and put a redwood border. Lloyd and I attended a cost allocation meeting. I think we let them know how we feel. Christine did a presentation this time. It was to bring the county manager up to speed. We have another meeting set up on February 20th at 9:00 a.m. They want the same people that showed up the last time. They have asked us to provide a list of services the town provides to the residents and visitors that benefit the county. I have a list that I created. The breakfast meeting with Steve Thaler went well. He gave me some recommendations.

Mrs. Slater thought the question should be the other way around.

Mr. Dallaire's number one item is: Is there something the towns are doing or have done that is not a benefit to the county. That's the question I am asking back to them. We maintain 20 miles of road. We are paying the street lights which amounts to about \$80,000 a year, the regional storm drain systems. We administer our own budget. We prepare claims. The finance department has to process the checks but I don't think we can even write checks against the county account.

- Mr. Higuera thought one of the big things is the tax rate. We gave up that tax rate. We will never get that back again.
 - Mrs. Slater added and they continue to ask for more.
- Mr. Higuera believed Tom has an excellent point with what have we done for you lately. Here is what the town is doing for you. We'll have to see where it goes. They are very selective in their hearing. If they don't want to hear it they don't hear it. Tom had to go over some things two or three times to at least get a reaction. It was the same way with Minden. Genoa is a travesty. They want Genoa to come up with \$30,000 a year.
 - Mrs. Slater mentioned maybe we should incorporate.
 - Mr. Higuera stated that was mentioned.
 - Mrs. Jones pointed out we can make that threat but it will be two years before we can do anything.
- Mr. Higuera thought if they combined the Ranchos, Gardnerville and Minden you have a pretty powerful block of people.
- Mr. Dallaire stated the big thing is the enterprise fund. We should be paying that. It's been budgeted. It just needs an agreement and then we are done. I am proposing that again with Jim. We will see what happens. We will see what comes out of it. The county is responsible for the audit and finances. We're talking about all these budgets. As far as I know we are not doing anything wrong.
- Mr. Higuera felt they refuse to look at us as being any kind of Douglas County entity. We are totally separate as far as they are concerned, even though our checks come from the county.
- Mr. Dallaire's last item is we did work with Ken Cruz's son, Zack. He will be working on the walkway in the community garden. Geoff drew up some details. We went to the building department. We don't have to get a permit for this because it's less than 30 inches high. We are anchoring them to the ground in concrete through the wetlands. The Trails Association has put in two of these along their trails. It's something similar.
 - Mr. Miller asked if there is anything on the Spence land.
- Mr. Dallaire talked to trails, parks and state lands to see if there are any grant funds available. It doesn't appear to be for the purchase of property. The next step is to see if he wants to use it for a tax writeoff. Donate part of it to the town and we can pay him over a couple years. I was waiting on the committee from Main Street. They are working on the fronton court. There are a lot of options. Met with JB and he invited Paula and I to attend the fronton tournament next weekend in the South San Francisco area. I think there is interest in it. There are three properties that this would be good for new construction: the south end of Heritage Park; the property next to the Nenzel mansion. That would be adjoining the town property, the Hellwinkel Ranch and the wetlands; or the East Fork property. But we need a parking lot to go along with that. We are still working on it. It just takes time.
 - Ms. Wenner asked if anyone had talked to Bently about bringing the railroad down this way?
- Mr. Dallaire responded it is on the agenda this Thursday at the county commissioners. Karen Craig's presentation on the master plan has all of the items that are already in the master plan that deal with this connectivity. It talks about the train, trails & connecting Minden-Gardnerville together with the Ranchos and Genoa.
- Mrs. Jones mentioned they proposed a utility district to avoid double taxation for the non-town portions of the county.
 - Mrs. Slater noticed in some of the writing they are referring to a possible route around town for heavy trucks.
- Mr. Dallaire thought the Valley Vision helped with that. There is a lot of vision out there and it is already in the master plan. The committee is working on how we can fund these projects. Larry, before he left, did a presentation on where the county commissioners can get extra funding for roads. They have taken that and expanded it to include connectivity. As long as you set aside this area and funds for a specific project you can get a lot of buy in. They want to know if it is okay to come to the town board for a presentation. I told them next month would be good.

Gardnerville Town Board Meeting February 3, 2015 – 4:30 p.m. Page 12	
Meeting adjourned at 6: 43 p.m.	
Lloyd Higuera Chairman	Tom Dallaire Town Manager

Gardnerville Town Board AGENDA ACTION SHEET



1.	. For Possible Action: Correspondence					
2.	. Recommended Motion: Receive and file Funds Available: ☐ Yes ☐ N/A					
3.	. Department: Administration					
	Prepared by: Tom Dallaire					
4.	Meeting Date: March 3, 2015 Time Requested: N/A					
5.	Agenda: ☐ Administrative					
6.	Background Information: See attached.					
7.	Other Agency Review of Action: □ Douglas County ☑ N/A					
8.	Board Action:					
	☐ Approved ☐ Approved with Modifications ☐ Continued					

Suffered extensive damage

Along with many people in the Minden-Gardnerville area, we suffered extensive damage to our property during the recent

ext 215 | khildebrand@recordcourier.com

storm. We were out of town for a funeral, unable to assess the damages and handle damage control. Our 35-year-old blue spruce was laying across Hussman Avenue, blocking traffic and our aluminum patio cover had taken flight, portions of it landing as far as Highway 395 and Aspen Mobile Home Park. We are so very thankful for all of our local fire and police departments for keeping our little valley as safe as possible in such a powerful and dangerous storm. We would like to also thank the Town of Gardnerville, NVEnergy and Charter Communications for their speedy responses. At command for Town of Gardnerville, Mike Plute directed his crew to handle the many downed trees, fallen power poles and flying objects. We know that many people braved the storm that day, but we do know that Town of Gardnerville's Craig Tuthill, Jerrod Briggs, Steve McGee, Steve Thompson, Ron Grove, Ryan Clark and Jody Martin risked their lives out in the storm, while Jeff, Carol and Marie handled the office.

Dennis & Jolie McDuffee Gardnerville

Dallaire, Tom

From: Nevada League of Cities & Municipalities <jwalker@nvleague.org>

Sent: Friday, February 20, 2015 3:29 PM

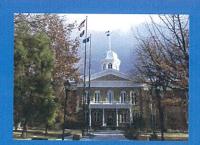
To: Dallaire, Tom
Subject: Legislative Bulletin



NLC&M Website

Nevada League of Cities and Municipalities

Legislative Update February 20, 2015



Nevada State Capitol



Nevada State Legislature

Main Streets Bill Heard in Committee

Senate Bill 51 was heard by the Senate Revenue and Economic Development Committee on Thursday, February 19th. We were assisted in the presentation by Ms. Patrice Frey, the President and CEO of the National Main Street Center who flew in from Chicago to

attend.

We would also like to thank Mr. Tom Dallaire, Gardnerville Town Manager and Ms. Paula Lochridge, Program Manager for the "Main Street Gardnerville" program (an unofficial Main Street program) for their presentation on their program. Also testifying in support of the bill were Mr. Tim Rubald, former Director of the Commission on Economic Development (now GOED), Gardnerville Town Board Member Ken Miller, Minden Town Manager Jennifer Davidson and Mr. Brian McAnallen from the City of Las Vegas.

This League bill would create, and fund, a state coordination agency for the "Main Streets" program in the Governor's Office of Economic Development. Without a state coordination agency municipalities that want to participate in the "Main Streets" program, such as the Town of Gardnerville, cannot be officially recognized and are precluded from applying for certain grants.

The "Main Streets" program is subsidiary of the National Trust for Historic Preservation and is beneficial to participants in many areas including economic development, historic preservation, quality of life, tourism and local economies. As we are asking for a general fund appropriation the bill would have to be re-referred to the Senate Revenue Committee if it moves forward.

League Bills Update

AB19 - This bill would allow local governments to hold their annual budget hearing during a regularly scheduled meeting of the governing board. We submitted an amendment to alleviate a concern raised by the Department of Taxation to allow them sufficient time to issue the certificate of compliance or notice of non-compliance. If the bill passes, local governments would be able to hold the budget hearings during a two-week window from the third Monday of May to the fourth Friday in May. This bill was amended and passed out of the Assembly Government Affairs Committee on Friday, February 20.

<u>AB25</u> - This bill seeks to clarify that improvements to existing park facilities are an authorized use of revenue generated by the Residential Construction Tax. We are continuing to work with representatives from the home builders associations on language for an amendment. We hope to get the bill moving soon.

<u>SB22</u> - This bill seeks to streamline the licensing process for certain businesses (wholesale liquor, wine or beer distributors, brew pubs, craft distilleries, etc.). The bill passed out of the Senate on February 18th and has been sent to the Assembly and referred to the Taxation Committee. A hearing by that committee has not been scheduled as of yet.

Home Rule Bill Heard

Senate Bill 11, introduced by Senator Goicoechea on behalf of the League, was heard in Senate Government Affairs on Monday, February 11th. This bill would grant local governments

functional home rule by eliminating Dillon's Rule. Passage of this bill would allow a local government to take actions that are not limited or prohibited by statute or constitutional provision.

The bill received opposition from several stakeholders. We are continuing to work with the stakeholders to develop an amendment to allay their concerns and expect the bill to move forward.



Nevada League of Cities and Municipalities
775-882-2121 | 775-882-2813 | nvleague@nvleague.org | www.nvleague.org

Forward this email



This email was sent to tdallaire@co.douglas.nv.us by $\underline{jwalker@nvleague.org} \mid \underline{Update\ Profile/Email\ Address} \mid Rapid\ removal\ with\ \underline{SafeUnsubscribe}^{TM} \mid \underline{Privacy\ Policy}.$



Nevada League of Cities & Muncipalities | 310 S. Curry Street | Carson City | NV | 89703

United States Senate

WASHINGTON, DC 20510-7012

February 4, 2015

Mr. Thomas Dellaire Manager Town of Gardnerville 1407 US Highway 395 North Gardnerville, NV 89410

Dear Mr. Dellaire:

I write today to provide you with an update on funding for rural Nevada through the federal Payments in Lieu of Taxes (PILT) program. Recently, I was able secure funding for PILT through 2015 as part of the federal budget and National Defense Authorization Act. During my time in Congress, I have remained a strong supporter of PILT, which compensates local governments for the potential loss of tax revenue due to having large blocks of federal land within their boundaries and provides for vital public services in Nevada counties. These are annual payments that the federal government makes to counties based on a number of calculations including acreage, population, land management agency, county government structure, and inflation.

In 2008, I led the charge to get full, mandatory funding for five years through 2012 and to remove PILT from the annual fight in the budget process. During this time, I was also successful in changing the PILT formula to maximize acreage over population, more than doubling Nevada's provision of PILT between 2007 and 2008. I then worked to ensure that a one-year fully funded extension of PILT was included in the 2014 Farm Bill agreement. Through hard work and bipartisan compromise, my colleagues in the Senate came together to pass this legislation, extending important funding for PILT and many other vital programs. The PILT program provided \$25.4 million dollars to Nevada's counties in 2014. Douglas County received \$653,884 in the 2014 fiscal year.

Please know that I am committed to ensuring Nevada counties will continue to receive full levels of PILT funding in the years to come. In the 114th Congress, I will continue to fight to provide the services and funding that help support rural Nevada.

11

HARRY REID United States Senator

Dallaire, Tom

Subject:

FW: "How Local Govs Use New Tech to Combat Severe Weather" - from EfficientGov.com

What Happened?

As more major storms and instances of severe weather impact different regions of the country, the focus turns to the latest tech solutions governments are using to keep residents aware, connected and safe.

Snow Tools

A growing number of local governments have developed custom applications that provide both public workers and residents with real-time information on services provided. In this winter months, this is especially important for communities impacted by heavy snowfall.

New applications are making it easier for users to monitor snow plows as they make their way through neighborhoods. Cities such as <u>New York</u>, <u>Chicago</u> and <u>Pittsburgh</u> have launched websites and mobile applications with interactive maps to track where snow plows currently are in the community.

The applications can notify users when a plow has made its way down a specific block to help people plan efficient routes or schedule a time to dig out their vehicles. The GPS apps also provide government agencies with a simple tool for directing snow plows more effectively along routes during major storms. The Minneapolis snow emergency application goes one step further and provides information on the city's parking rules unique to days when a snow emergency has been declared.

<u>Chicago</u> and <u>Pittsburgh</u> also offer residents with links to connect volunteers willing and able to come and shovel or plow a neighbor's driveway, sidewalk or walkway when heavy snowfall strikes. These tools help reduce injuries during inclement weather while enabling mobility.

Emergency Preparedness

Other cities not burdened by heavy snowfall are developing apps that spread emergency messages and preparedness information to help residents prepare for and deal with dangerous situations such as earthquakes, fires or heavy rainfall.

The SD Emergency App for San Diego, for example, enables users to:

- Read disaster preparedness tips
- Create checklists for an emergency plan
- Build emergency supply kids
- Receive messages and emergency updates in real time
- View emergency maps with shelter locations

In Jacksonville, the city's <u>emergency preparedness mobile app</u> connects users to notifications and tips for staying safe. The platform also encourages users to leverage the sharing functionality to spread news and updates with others in their social networks.

The state of Florida has implemented software for <u>logistics management</u> in the event of natural disasters and states of emergency. The massive application manages every resource across the state to ensure tools and personnel are deployed effectively when there is little to no room for error. This can save time, money and prevent injury or fatalities in stressful situations.

The American Red Cross has also teamed up with local governments to increase access to their <u>first aid app</u> that can provide detailed tips and guidance for users in need of care during an emergency. Many <u>utilities providers</u> are developing mobile apps for specific cities so local customers can receive utility reports and access information on outages during a storm.

Related Stories

How Cities Are Responding to Climate Change Red Cross \$2 Million Grant For Storm Shelters How An Infrastructure Bank Can Storm-Proof Your Cit

From: Dallaire, Tom

Sent: Tuesday, February 24, 2015 12:28 PM

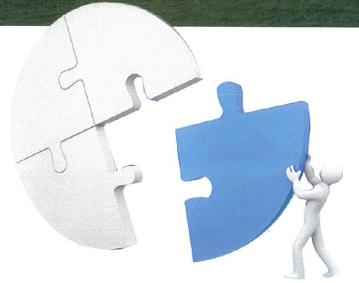
To: Dallaire, Tom

Subject: "How Local Govs Use New Tech to Combat Severe Weather" - from EfficientGov.com

Thought this case-study from EfficientGov.com might interest you: "How Local Govs Use New Tech to Combat Severe Weather" Here's the direct link: http://efficientgov.com/blog/2015/02/24/how-local-govs-use-tech-to-combat-severe-weather/

Stronger Economies Together





May 19 - 21, 2015

University of Nevada, Reno The Joe Crowley Student Union

FOR CONFERENCE INFORMATION

Visit www.wndd.org or call 775.883.7333 X2000

Early Bird Rates End April 30!















CONFERENCE AT A GLANCE

TUESDAY, MAY 19

8:30am - 4:30pm

Fundamentals of Economic Development Workshop

Leadership Institute - Presented by University of Nevada, Reno College of Business & University Center for Economic Development

\$75* - Workshop registration limited to 40 attendees! Learn economic development strategies from community to neighborhood development to redevelopment and land use, to workforce development and entrepreneurial development. An overview of how to fund economic development as well as fiscal authority and stability and their impacts on economic development.

WEDNESDAY, MAY 20

Early Bird - \$125 After April 30 - \$150 Daily - \$75

7:30am Conference Registration 8:00am Keynote by Patrick McGaughey -"The Joy Of Conferencing"

9:15 -10:30am Concurrent Education Sessions 9:15am - 12:15pm Off Site Tours* & Institutes 10:45am to 12pm Concurrent Education Sessions

12:15 - 1:30pm Lunch & Keynote -

Don Macke & Deborah Markley

"Making Small Towns the Location of Choice"

1:45 - 3:00pm Concurrent Education Sessions

3:15 - 4:30pm Concurrent Education Sessions

5:30 - 7:30pm Reception & Networking Event -Reno Garden Shop Nursery - Farm to Fork \$20*

THURSDAY, MAY 21

Early Bird - \$125 After April 30 - \$150 Daily - \$75

7:30am Conference Registration

8am Keynote by Jason Broadwater -

"Silos to Synergy - The Connected Village"

9:15 - 10:30am Concurrent Education Sessions

9:15am - 12:15pm Off Site Tours* & Institutes

10:45am - 12pm Concurrent Education Sessions

12:15 - 1:30pm Lunch & Keynote -

Brent Boynton facilitates a panel discussion with No. Nv. Rural Development & Economic Development Authority Executive Directors 1:45 - 3:00pm Concurrent Education Sessions 3:15 - 4:30pm Concurrent Education Sessions

2015 CONFERENCE TRACKS

ACCESS TO CAPITAL - Session and the Wednesday Institute will be providing information and resources to increase access to financial capital that is available for the development and expansion of



AGRIBUSINESS - Cutting edge, innovative sessions and the Wednesday off site tour provides attendees with value added activities being initiated in farms, ranches and laboratories to increase production, processing, local consumption, and export of food products.

ECONOMIC VITALITY – Presentations in this track will be related to planning for, supporting and sustaining economic development such as housing, demographic studies, long term planning, and land use.

ENERGY - Topics will follow two tracks that will cover energy policy to open markets in the State of Nevada and discussions of best practices in the area of proven alternative/clean energy projects in rural Nevada to spur development and growth. One session will include a panel discussion of experts in finding resources on legal, financial, and business planning for energy related projects.

MANUFACTURING - Attendees will learn and gain a greater understanding of how manufacturing has reset the economic environment of Nevada, its future and what is available in terms of resources to ensure increased production locally, across state lines and overseas. Topics will include updates on unmanned aerial vehicles, how technology has increased mining capacity, real life manufacturing success stories and the latest information on legislations.

TOURISM - Presenters will provide attendees a variety of opportunities to learn what resources are available to support and promote Nevada as a world-class destination through marketing, creating destination events, ongoing experiences from birding to biking, to gaining a greater understanding as to what visitors are looking for in a real life adventure!

TRANSPORTATION/INFRASTRUCTURE - Northern Nevada has ramped up its response to the changing economy by planning for expanded access for people to work and places. Transportation discussions will include roads, rail, freight and air. Learn about the statewide and interstate planning efforts that are focusing upon collaboration and partnerships to ensure quick, efficient and effective responses not only in transportation but also broadband.

WORKFORCE DEVELOPMENT - Workforce development is essential to the success of Nevada's economic development and to sustain it into the future. The changing needs of the business and industry have driven a conversation and initiatives throughout the region, state and nation. Topics will present a multi-disciplinary approach that span from policy to accelerate talent supply chains, to building partnerships between the educational and business community as well as ensuring workforce housing and health services.



^{*} Separate ticketed events

KEYNOTE SPEAKERS



PATRICK MCGAUGHEY
JOY OF CONFERENCING
Patrick McGaughey is an
international business consultant
and speaker to Industry
Associations, Chambers of

Commerce and private industry. Pat has addressed economic development audiences focusing on Win-Win Partnerships and building Business/ Education Partnerships. He has also presented to over 700 business audiences since 2000 on the topics of Leadership, Management, Communication, Marketing and Sales. Pat has also economic development audiences focusing on Win-Win Partnerships and building Business/Education Partnerships. Patrick and his wife Gail reside in the resort community of Coeur d'Alene, Idaho.



BRENT BOYNTON
FACILITATING RURAL AND
ECONOMIC DEVELOPMENT
AUTHORITY LUNCH PANEL
Moderator Brent Boynton has spent
a career in television news and

public affairs, and has been a prominent figure in Nevada public discussions for two decades. After serving as a main anchor at Reno's CBS and ABC affiliates and briefly working in the Governor's office, Brent is currently vice president of news and production for KNPB, our public television station. Brent conducts classes on media relations and serves as moderator and facilitator for public discussions for the University of Nevada, the City of Reno—and for the audience of KNPB, where he leads quarterly town halls on the live call-in show Open Lines.



DON MACKE
MAKING SMALL TOWNS THE
LOCATION OF CHOICE
Don Macke is a Co-Founder
and Co-Director of the Center

for Rural Entrepreneurship. The Center (www. energizingentrepreneurs.org) works throughout the United States and Canada supporting research, outreach, professional development and policy work related to rural entrepreneurship. Don has over 40 years of experience in the field of community economic development. He has served on the staff of the Nebraska Legislature, the Cabinet of the Nelson Administration in Nebraska, worked as a consultant in 45 states, Canada and the Caribbean. Since joining the Center, Don and the Center team has logged over 1 million miles traveling throughout rural North America.



JASON BROADWATER
SILOS TO SYNERGY – CONNECTING
COMMUNITIES

Jason Broadwater speaks on economic and community development in the new economy.

He is president and founder of two companies, RevenFlo, an Internet Marketing Company and Old Town New World, an initiative in creative community development. Jason is author of six books, including Old Town New World: Main Street and More in the New Economy. He produces a podcast by the same title and writes for several blogs. He holds a certificate from Harvard University's John F. Kennedy School of Government

for Executive Leadership in Innovation in Economic Development, a Masters in Fine Arts in Writing from Goddard College, and a Bachelors of Arts from University of North Carolina at Asheville.

Jason is a Senior Fellow of the American Leadership Forum, a board member of the Rock Hill Economic Development Corporation, and a member of the Corporate Board of the Upper Palmetto YMCA.

Jason is married to his best friend, Dicksy, and has two wonderful children, Drake and Rosey.



DEBORAH MARKLEY
MAKING SMALL TOWNS THE
LOCATION OF CHOICE
Deborah M. Markley is Managing
Director and co-founder of the
Center for Rural Entrepreneurship,

a national non-profit organization. The Center helps communities leverage assets, primarily their business, social and civic entrepreneurs, for a more prosperous future. She leads the Center's research efforts including practice-driven assessment of best models for entrepreneurship development. Her research includes case studies of entrepreneurial support organizations and assessment of rural capital market ecosystems. She has extensive experience conducting field-based survey research including focus groups and interviews with rural bankers, entrepreneurs, service providers, investors, small manufacturers, and others. Her research has been presented in academic journals, as well as to national public policy organizations and Congressional committees.

INSTITUTES AND TOURS*

PLEASE NOTE: To cover the cost of transportation, tours are a separate ticketed item with fees from \$20 - \$25. Institutes and workshops are subject to change. Please check website www.wndd.org for up to date information.

WEDNESDAY, MAY 20 - 9:15 AM TO 12 NOON

INSTITUTES

- Capital for Cutting Edge High Growth Companies in Nevada
- Making Small Towns the Location of Choice
- Medical Marijuana & Its Economic Impacts

TOURS

- Spotlight on Nevada's Agribusiness Industry touring Desert Farming Initiative, US Food and Renown Facilities
- Sparks Cultural Museum/ Events That Connect

PLEASE NOTE: THE PROGRAMS AND SCHEDULE ARE SUBJECT TO CHANGE.

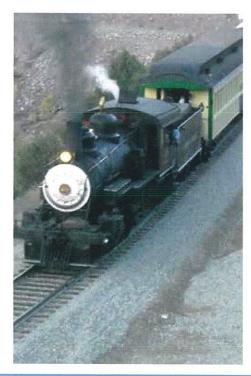
THURSDAY, MAY 21 - 9:15 TO 12 NOON

INSTITUTES

- Carson City's Capitol Mall: Medical Research & Development
- Investing in parks and recreation the Proven Economic Development Tool to Attract Businesses and Jobs

TOURS

- Reno's Start Up Row Attendees will visit Reno's 1st Street between Virginia and Washington Streets where 150 entrepreneurs have established their businesses in the last two years as a result of \$3.2M in venture funding
- Tahoe Reno Industrial Center Visiting the world's largest industrial center, housing the newly announced Tesla Gigafactory



REGISTER

ONLINE www.wndd.org

BY EMAIL fred@unr.edu

BY PHONE 775.883.7333 X2000

3

CONFERENCE SCHEDULE OF EVENTS

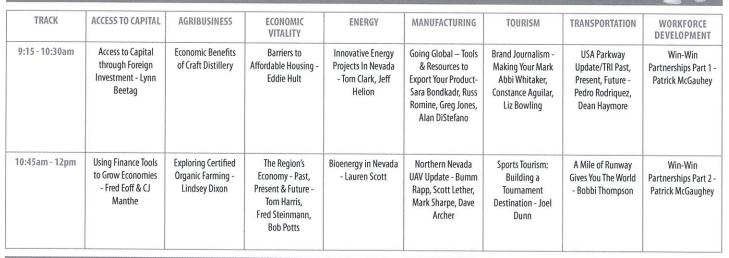
TUESDAY, MAY 19

8:30am - 4:30pm

FUNDAMENTALS OF ECONOMIC DEVELOPMENT Leadership Institute

WEDNESDAY, MAY 20

8 - 9am WELCOME AND OPENING SESSION Patrick McGaughey - The Joy of Conferencing



12:15 - 1:30pm LUNCH Don Macke & Deborah Markley - Making Small Towns the Location of Choice

TRACK	SPECIAL USDA SESSION	AGRIBUSINESS	ECONOMIC VITALITY	ENERGY	MANUFACTURING	TOURISM	TRANSPORTATION	WORKFORCE DEVELOPMENT
1:45 - 3pm	Making Small Towns the Location of Choice Part A — Policy Choices Don Macke/ Deborah Markley	Technologies Changing Agriculture - UAV's - Dr. Mark Walker	Vision w/Out Execution Is Hallucination! -Lisa Granahan, Karen Craig, Dave Whitgob	Building the Network - Energy Resources - Mark Williams, NV Energy	Manufacturing Success Stories - Andrienne Snow, Karen Scott, Will Sutherland, Kelly Campbell. Clint Koble - Moderator	Social Media - Onramp to the Super Highway- Kyle Horvath, Caitlin Godbey	Connecting Communities, Stating the Business Case & a Unified Business Plan - Carl Hasty, Buzz Harris	Expanding Apprenticeship to Promote Economi Development & Mobility - Dr. Robe Lerman
3:15 - 4:30pm	Making Small Towns the Location of Choice Part B — Building Wealth Through Supply Chains Don Macke/ Deborah Markley	Sun Science Hydroponics - Richard Kelsey	The New Economics of Place - Aster Girma	Natural Gas Infrastructure, A Plan for No. Nevada's Future - SW GAS	Economic Vitality Tools and the HWY 95 Corridor Project — Lisa Granahan, Heidi Lusby, Rachel Dahl, Kathy Huber- Halbardier, Clint Koble - Moderator	Mountain Bike Tourism - Patrick Kell	All for One and One for Nevada: The Statewide Broadband Action Plan - Daphne O. DeLeon	GOED's Sector Councils and their connection to Workforce Development - Mik Skaggs

INSTITUTES 9:15am - 12pm

- Capital for Cutting Edge High Growth Companies in Nevada
- Medical Marijuana & Its Economic Impacts

TOURS 9:15am - 12:15pm

- Spotlight on Nevada's Agribusiness Industry; Desert Farming Initiative, USA Foods, and Renown Facility Tours Jennifer Ott, Project Manager, UNR High Desert Farming Initiative - Mike Catalano, Buyer/Produce Specialist, US Foods \$20 FOR TRANSPORTATION
- Sparks Cultural Museum/Events That Connect \$20 FOR TRANSPORTATION

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Sparks Museum & Cultural Center

THURSDAY, MAY 21

WELCOME AND OPENING SESSION
Jason Broadwater - The Connected Village

TRACK	ACCESS TO CAPITAL	AGRIBUSINESS	ECONOMIC VITALITY	ENERGY	MANUFACTURING	TOURISM	TRANSPORTATION	WORKFORCE DEVELOPMENT
9:15 - 10:30am	CDBG Funding / Development Financing	Technologies Changing Agriculture - Dr. William Payne	Nevada Rural & Carson Area Housing Studies - Eddie Hult	Renewable Energy Credits, White Tags & Carbon Offsets - Alden Hathaway	Manufacturing Workforce Programs & Resources - Part A Denise Castle, Shera Alberti-Annunzio, Scott Alquist, Deb O'Gorman, Ileana Dassilious	Get Tourists Flocking to Your Community w/Birdwatching - Larry Burton, Stephanie Myers, Paul Hurtado	Strengthening Partnerships in Transportation - Sondra Rosenberg, Amy Cummings, Patrick Pittenger, Nick Haven, Steve Lewis	Managing the Talent Pipeline - Jason A. Tyszko
10:45am - 12pm	Grantfunding in Nevada - Sheila Lambert	Bio-Available Mineral Formula X-Unlocking the World's Nutrition - John Freeman	Keys to Economic Vitality: Healthy Nevadans - Christy McGill, Deborah Loesch Griffin, Cheryl Bowles, Freida Carbery, Wendy Madson	The Most Efficient Energy - Combined Heat & Power	Nevada's Manufacturing Workforce Programs & Resources - Part B	Agri-tourism In Nevada- Rick Lattin, Anne Louhella	Active Transportation - Tim Mueller, Cortney Bloomer	Recruiting & Retaining Millennia Talent - Jason Broadwater

12:15 - 1:30pm LUNCH Rural Development & Economic Development Executive Directors Panel with Brent Boynton, Moderator

TRACK	ACCESS TO CAPITAL	AGRIBUSINESS	ECONOMIC VITALITY	ENERGY	MANUFACTURING	TOURISM	TRANSPORTATION	WORKFORCE DEVELOPMENT
1:45 - 3pm	Nevada Capital Resources Overview - Bruce Breslow	Issues Discussion By Nevada's Large Scale Growers & Ranchers	EDAWN'S EPIC Report: The Impacts of Tesla — Housing, transportation, infrastructure, workforce — Mike Kazmierski	Deregulation to Spur Economic Growth - Mark Hauenstein	Mining Session TBA	Super Events, Building a Destination Event - Kelly Clark, Rick Gray	Reno Tahoe International Airport and Its Economic Relationship to the Region - Tina W. Iftiger, Marily M. Mora	Silver Springs Housing Initative Eddie Hult
3:15 - 4:30pm	Partnering w/ Banks for Community Projects - Nancy Brown	NV Vitaculture & Enology - Grant Cramer, Dennis Echemeyer, Danny Hopper	Federal Lands & The Economy - Samuel Crompton - Senator Dean Heller's Office, Senator Harry Reid's Office, Congressman Mark Amodei	Geothermal Projects Less than 300 KW for Rural Nevada	Legislative Updates - Kathy Halbardier, Ray Bacon, Randy Thompson, Tray Abney	Keep It Real: Adventure Travelers Want your Authentic Experience - Bethany Drysdale	Nevada Freight Plan - Bill Thompson, Jason Van Havel	Biotech Industry and UNR partnerin to strengthen & expand the region workforce. Dr. Dav Shintani

9:15am - 12pm

- Carson City's Capital Mall: Medical Research & Development
- Investing in Parks and Recreation The Proven Economic Development Tool to attract businesses and create jobs

TOURS 9:15am - 12:15pm

- Reno's Start Up Row \$20 FOR TRANSPORTATION
- Tahoe Reno Industrial Center \$25 FOR TRANSPORTATION

PLEASE NOTE: THE PROGRAMS AND SCHEDULE ARE SUBJECT TO CHANGE.

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REGISTRATION INFORMATION

NEVADA ECONOMIC DEVELOPMENT CONFERENCE STRONGER ECONOMIES TOGETHER

MAY 19 - 21, 2015 UNIVERSITY OF NEVADA, RENO **UNR JOE CROWLEY STUDENT UNION**















CONFERENCE REGISTRATION: EARLY BIRD REGISTRATION BEFORE APRIL 30

Please indicate your choices by entering the correct prices in the "Total" column.

CONFERENCE

REGISTRATION	DESCRIPTION	FEE	TOTAL
Conference – Early Bird on or before April 30 Wednesday, May 20 & Thursday, May 2	Includes opening session with keynote speakers, educational sessions, parking, and luncheons for both dates	\$125	
Conference – After April 30 Wednesday, May 20 & Thursday, May 21	Includes opening session with keynote speakers, educational sessions, parking, and luncheons for both dates	\$150	
Fundamentals of Economic Development Workshop Tuesday, May 19 8:30 am – 4:30 pm	Includes workshop, lunch, and parking and registration to May 20 & 21 conference.	\$75	
One Day Conference Pass Wednesday, May 20	Includes opening session with keynote speaker, educational sessions, institutes, parking, and lunch.	\$75	
One Day Conference Pass Thursday, May 21	Includes opening session with keynote speaker, educational sessions, institutes, parking, and lunch.	\$75	

			SUBTOTAL: \$
TOURS			30510171E. 7

NOTE: Tours' start times may vary but return to UNR at 12:15 pm FOR LUNCHEON. This is a ticketed event, separate fee from conference. Includes transportation.

ACTIVITIES	DESCRIPTION	FEE	QUANTITY	TOTAL
Reno Start Up Row Wednesday, May 20	A growing community of startups and entrepreneurs in this historical area of downtown Reno	\$20		
Sparks Cultural Museum Wednesday, May 20	A tour of the Sparks Museum – preserving the historical/cultural heritage of Truckee Meadows, creating a destination experience	\$20		
Desert Farming Initiative Thursday, May 21	A chance to view the agriculture site, USA Foods distribution center and end user of the produce followed by US Foods distribution warehouse and end at Renown Medical Center.	\$20		
Tahoe Reno Industrial Center Thursday, May 21	Tour of the largest industrial park in the world and home to Tesla Gigafactory.	\$25	***************************************	

ADDITIONAL ITEMS

NOTE: This is a ticketed event, separate fee from conference. Includes appetizers and one beverage.

NETWORKING EVENT - SOCIAL	DESCRIPTION	FEE	QUANTITY	TOTAL
Wednesday Night Reception Farm to Fork – Reno Garden Shop Wednesday, May 20	A magical evening to welcome conference attendees with tasting highlighting various locally produced appetizers, wine, and craft beer.	\$20		
FEES FOR SPECIAL SERVICES		FEE	QUANTITY	TOTAL

FEES FOR SPECIAL SERVICES	FEE	QUANTITY	TOTAL
Cancellation or refund request (After April 30)	\$50		
Name change (registration transfer)	\$15		

TOTAL: \$	

BY EMAIL fred@unr.edu

BY PHONE 775.883.7333 X2000

REGISTRATION INFORMATION

Name:	Title:		
Organization:			
City: State:	_ Zip:Email:		
Phone number (in case we have questions about your registration):			
How did you hear about Nevada Economic Development conference	re?		
Role(s) at the conference (circle all that apply): Participant I	Presenter Exhibitor Spo	onsor Volunteer	
To help limit food waste, please check those meals you plan to a Conference Luncheon – Wednesday, May 20 IMPORTANT: Please RSVP only for those events for which you	Conference Lunch	neon – Thursday, May 21	
PAYMENT			
Please select method of payment. CASH \$ CH	HECK #	PAYABLE TO "T	HE BOARD OF REGENTS"
CREDIT CARD Your Credit Card will not be billed unti	1 A-100 CON-000000 A000 € 900		
Name on Card:			
Card Number:			
Exp: CVC Number:	Amount Au	nthorized to Charge:	
Authorized Signature:			
YOU MAY REGISTER BY MAIL, EMAIL, FAX OR PHONE			
MAIL Attn: Nevada Leadership Institute University Center for Economic Development Attn: UCED University of Nevada, Reno	EMAIL fred@unr.edu	FAX (775) 784-1773	CALL (775) 883-7333 x2000
Mail Stop 204 Reno, NV 89557	INFORMATION For more information, place	11 (777) 000 7000 1100	

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JOIN US!

NEVADA ECONOMIC DEVELOPMENT CONFERENCE

Stronger Economies Together

MAY 19 - 21, 2015 University of Nevada, Reno The Joe Crowley Student Union



Western Nevada Development District 704 W. Nye Lane, Suite 201 Carson City, NV 89703

WHO SHOULD ATTEND THE NEVADA ECONOMIC DEVELOPMENT CONFERENCE?

Attendees will include economic developers, elected and appointed officials, business owners, utilities, banks, educators, manufacturers, the mining industry, transportation representatives, tourism professionals, agribusiness, and consultants that are interested in connecting with Nevada's economic development network.

KEYNOTE SPEAKERS



Patrick McGaughey



Brent Boynton



Deborah Markley



Jason Broadwater



Don Mack

SAVE TIME AND MONEY!

Register by April 30 to receive you early bird rate! Register online at www.wndd.org, by email to fred@unr.edu, or by phone 775.883.7333 X2000

SPONSORS



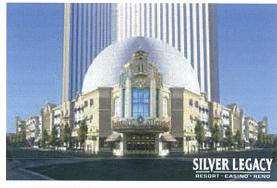












SILVERY LEGACY - HOST HOTEL

SPECIAL RATES FOR CONFERENCE ATTENDEES PLUS \$10 FOOD COUPON/PERSON/DAY

Silver Legacy Resort Casino is a historically themed masterpiece, with turn-of-the-century elegance. Silver Legacy's lodging in Reno is perfectly situated in the heart of downtown connected to the Eldorado Hotel Casino and Circus Circus Reno by skyways and within walking distance of a number of entertainment venues, including the]University of Nevada. To and From Tahoe Reno Airport transportation is available. Special rates are available until April 28. PLEASE NOTE: Rates are subject to a \$12 per room, per night resort fee as well as a \$2 City of Reno Facility Fee. Use code UNREDC5 when making room reservation. Special rates are available until April 28.

Gardnerville Town Board

AGENDA ACTION SHEET



1. For Possible Action: Health and Sanitation & Public Works Departments Monthly Report of activities

2. Recommended Motion: Accept as submitted Funds Available: ☐ Yes ☐ N/A

3. Department: Administration Prepared by: Carol Louthan

4. Meeting Date: March 3, 2015

5. Time Requested: N/A

6. Agenda:

Consent

Administrative

7. Background Information:

1755
221
1246
6
595
10 accts transferred to new
owners - 3 new accts
1 new acct – Ridgetop
Consulting Group
38
319.36
2.71

Parks/Public Works Report (January) - Mike Plut

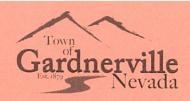
Parks: CAD has come in to inject the soil systemic to treat the trees while they are dormant and fertilize all trees that are not in the parks.

Public works: Decker ditch has been cleaned at the fish jump.

We have cleaned and burned the company ditch at Toler. We have cleaned and cleared the Martin slough ditch from the footbridge to the outgoing weir at the 30 acre parcel.

8. Other Agency R9. Board Action:	Review of Action: Douglas County	™ N/A
Approved Denied	□ Approved with Modifications□ Continued	

Gardnerville Town Board AGENDA ACTION SHEET

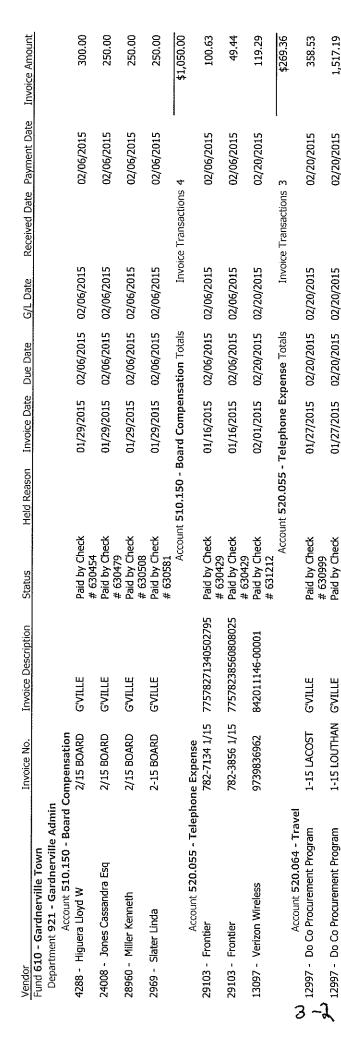


1.	For Possible Action: Approve February 2015 claims.
2.	Recommended Motion: Approve as submitted Funds Available: Yes □ N/A
3.	Department: Administration
	Prepared by: Carol Louthan
4.	Meeting Date: March 3, 2015 Time Requested: N/A
5.	Agenda: ☐ Administrative
6.	Background Information: See attached.
7.	Other Agency Review of Action: □ Douglas County ☑ N/A
8.	Board Action:
	☐ Approved ☐ Approved with Modifications ☐ Continued

Page 1 of 11

Accounts Payable by G/L Distribution Report

G/L Date Range 02/01/15 - 02/28/15



\$444.18	Invoice Transactions 3	Invoice	eating Totals	Account 520,092 - Heating Totals					
					# 630586		15		
141.13	02/06/2015	02/06/2015	01/19/2015 02/06/2015 02/06/2015	01/19/2015	Paid by Check	1188600002 1- 2411188600002	1188600002 1-	3021 - Southwest Gas-Las Vegas	3021 -
					# 630586		15		
138.16	02/06/2015	02/06/2015	01/19/2015 02/06/2015 02/06/2015	01/19/2015	Paid by Check	1072224004 1- 2411072224004	1072224004 1-	3021 - Southwest Gas-Las Vegas	3021 -
					# 630586		15		
164.89	02/06/2015	02/06/2015	01/19/2015 02/06/2015 02/06/2015	01/19/2015	Paid by Check	0015779022 1- 2410015779022	0015779022 1-	3021 - Southwest Gas-Las Vegas	3021 -
								Account 520.092 - Heating	
\$274.10	Invoice Transactions 1	Invoice	Power Totals	Account 520.089 - Power Totals					
01.4.2	CT02/CT/20	02/13/2013	2,12/51/20 CIOZ/CI/20 CIOZ/F2/10	C102/T2/10	# 630805	10016	11-11-11-11-11-11-11-11-11-11-11-11-11-	2327 - NV EIRIBY	1767
								Account 520.089 - Power	
\$10.99	Invoice Transactions 1		Repair Totals	Account 520.084 - Replacement & Repair Totals	Account 5				
10.99	02/13/2015	02/13/2015	01/15/2015 02/13/2015	01/15/2015	Paid by Check # 630640	1236	096208/1	11985 - Ace Hardware	11985
							ement & Repair	Account 520,084 - Replacement & Repair	
\$1,875.72	Invoice Transactions 2		Travel Totals	Account 520.064 - Travel Totals					
71.11.14	77 77 77 77 77 77 77 77 77 77 77 77 77	21/22/22			# 630999				

Accounts Payable by G/L Distribution Report G/L Date Range 02/01/15 - 02/28/15



Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoice Date Due Date	e Date Di	Je Date	G/L Date R	Received Date Payment Date		Invoice Amount
Fund 610 - Gardnerville Town Department 921 - Gardnerville Admin	nin								1	
Account 520.098 - Janitorial Services	torial Services									
27347 - A+ Janitorial Service	T0G0115	GVILLE	Paid by Check # 630303	01/27	01/27/2015 02	02/06/2015	02/06/2015	02/06/2015	2015	124.55
				Account 520.098 - Janitorial Services Totals	rial Servío	es Totals	Invoice	Invoice Transactions 1	-	\$124.55
Account 520.136 - Rents & Leases Equipment	s & Leases Equipme	int								
3519 - Xerox Corporation	078064741	716307012	Paid by Check # 630912	02/01	02/01/2015 02	02/13/2015	02/13/2015	02/13/2015	2015	228.66
			Account 520.1	Account 520.136 - Rents & Leases Equipment Totals	s Equipme	ent Totals	Invoice	Invoice Transactions 1		\$228.66
Account 520.187 - Internet Expense	rnet Expense									
15887 - Charter Communications	0012509 2/15	8354110060012509	Paid by Check # 630980	02/02	02/02/2015 02/20/2015	/20/2015	02/20/2015	02/20/2015	2015	65.00
			Acco	Account 520.187 - Internet Expense Totals	net Exper	se Totals	Invoice	Invoice Transactions 1		\$65.00
Account 520.200 - Training & Education	iing & Education									
12997 - Do Co Procurement Program	1-15 DALLAIRE G'VII.LE	G'VILLE	Paid by Check # 630999	01/27,	72015 02	01/27/2015 02/20/2015	02/20/2015	02/20/2015	2015	20.00
			Account	Account 520.200 - Training & Education Totals	& Educati	on Totals	Invoice	Invoice Transactions 1		\$20.00
Account 521.130 - Legal Services	l Services									
10816 - Rowe Hales & Yturbide LLP	24345	G'VILLE	Paid by Check # 630563	01/16	01/16/2015 02/06/2015		02/06/2015	02/06/2015	2015	1,782.50
3 -				Account 521.130 - Legal Services Totals	gal Servic	es Totals	Invoice	Invoice Transactions 1		\$1,782.50
Account 532,056 - Subscriptions	Criptions	<u>.</u>		6		7	1	3	ı,	
בנאלוז – במוותוות א אונב בותווופפן זוור	TOTZ-INEW CA	ם אזורוב	# 630960	07/T0	01/20/2015 02	02/20/2015	02/20/2015	02/20/2015	2015	1,025.00
				Account 532.056 - Subscriptions Totals	ubscriptio	ns Totals	Invoice	Invoice Transactions 1		\$1,025.00

Accounts Payable by G/L Distribution Report 6/L Date Range 02/01/15 - 02/28/15



Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoice Date Due Date	Invoice Date	Due Date	G/I Date	Received Data Davment Data Invoice Amount	ment Date	Invoice Amount
Fund 610 - Gardnerville Town	•						200		יובוור בפנכ	TITYOUGH AIRIOURIE
Department 921 - Gardnerville Admin	=									
Account 533.800 - Office Supplies	e Supplies									
16634 - ABE Printing & Copy Inc	12207	G'VILLE	Paid by Check		01/10/2015 02/06/2015 02/06/2015	02/06/2015	02/06/2015	02/	02/06/2015	24.00
		! !	# 630306							
16634 - ABE Printing & Copy Inc	12242	G'VILLE	Paid by Check		01/21/2015	02/06/2015	02/06/2015	05/(02/06/2015	36.00
			# 630306							
11985 - Ace Hardware	095987/1	1236	Paid by Check		01/06/2015	02/13/2015	02/13/2015	02/	02/13/2015	10.48
			# 630640						•	
11985 - Ace Hardware	096174/1	1236	Paid by Check		01/14/2015	02/13/2015	02/13/2015	02/1	02/13/2015	1.79
			# 630640					-	•	
8479 - Tahoe Supply Co	567118	TOWNGV	Paid by Check		01/08/2015	02/13/2015	02/13/2015	02/1	02/13/2015	120.07
			# 630885					•		
8479 - Tahoe Supply Co	C568768	TOWNGV	Paid by Check		01/23/2015	02/13/2015 02/13/2015	02/13/2015	02/1	02/13/2015	(26.08)
			# 630885				•			
8479 - Tahoe Supply Co	569288	TOWNGV	Paid by Check		01/29/2015	02/13/2015 02/13/2015	02/13/2015	02/1	02/13/2015	63.00
			# 630885							•
12997 - Do Co Procurement Program	1-15 LOUTHAN G'VILLE	N G'VILLE	Paid by Check		01/27/2015	02/20/2015 02/20/2015	02/20/2015	02/2	02/20/2015	35.99
			# 630999							
9064 - R & S Optimum Offset	15-8343	G'VILLE	Paid by Check		02/09/2015	02/20/2015	02/20/2015	02/2	02/20/2015	157.50
			# 631143							
3			ACI	Account 533.800 - Office Supplies Totals) - Office Sup	plies Totals	Invoid	Invoice Transactions 9		\$422.75
_			Depart	Department 921 - Gardnerville Admin Totals	ardnerville A	dmin Totals	Invoic	Invoice Transactions 29		\$7,592.81
-,										

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Accounts Payable by G/L Distribution Report 6/L Date Range 02/01/15 - 02/28/15

Invoice Description Status Held Reason
Paid by Check # 630398
Account 520.037 - Weed Spraying Totals
01GA65383 Paid by Check # 630594
Paid by Check # 630640
"
530642 # 630642
Paid by Check # 630713
Paid by Check # 630725
Account 520.084 - Replacement & Repair Totals
Paid by Check # 630805
Paid by Check # 631018
Account 532.003 - Gas & Oil Totals
Paid by Check # 630642
Account 533.802 - Small Equipment Totals
Paid by Check
Account 533.817 - Small Projects Totals Department 923 - Parks & Recreation Totals

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Vendor	Invoice No.	Invoice Description	Status Held Reason	ason Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 610 - Gardnerville Town Department 926 - Other Public Works	S)			1				
Account 520.084 - Replacement & Repair	cement & Repair							
3940 - Isom Crane and Rigging	5084	G'VILLE	Paid by Check # 630472	01/21/2015	02/06/2015	02/06/2015	02/06/2015	350.00
2225 - Sunrise Environmental Corp	45726	01GA65383	Paid by Check # 630594	01/16/2015	02/06/2015	02/06/2015	02/06/2015	175.73
11985 - Ace Hardware	096333/1	1236	Paid by Check # 630640	01/22/2015	02/13/2015	02/13/2015	02/13/2015	39.21
18821 - Fastenal Industrial/Cons Suppl	NVMIN46120	NVMIN0011	Paid by Check # 630725	01/30/2015	02/13/2015	02/13/2015	02/13/2015	8.04
12198 - O'Reilly Auto Parts	3530-367378	1075650	Paid by Check # 630816	12/31/2014	02/13/2015	02/13/2015	02/13/2015	3.09
12198 - O'Reilly Auto Parts	3530-367425	1075650	Paid by Check # 630816	12/31/2014	02/13/2015	02/13/2015	02/13/2015	118.41
12198 - O'Reilly Auto Parts	3530-368082	1075650	"	01/05/2015	02/13/2015	02/13/2015	02/13/2015	7.49
12198 - O'Reilly Auto Parts	3530-371684	1075650	# 630816 # 630816	01/28/2015	02/13/2015	02/13/2015	02/13/2015	97.27
			Account 520.08 4	Account 520.084 - Replacement & Repair Totals	Repair Totals	Invoic	Invoice Transactions 8	\$799.24
Account 520.095 - Street Lights 2924 - NV Energy 7918	t Lights 791804 1-15	791804	Paid by Check	01/24/2015	02/13/2015	02/13/2015	71/2/13/2015	7 212 16
· (Swam fair fair			01:217/
Account 520.103 - Maint Road	Road		Accour	Account 520.095 - Street Lights Totals	Lights Totals	Invoic	Invoice Transactions 1	\$7,212.16
13485 - Ahern Rentals Inc	14177623-1	205304	Paid by Check # 630642	01/07/2015	02/13/2015	02/13/2015	02/13/2015	612.00
Account 520.116 - Veh. Maint-Co Shon	faint-Co Shon		Accol	Account 520.103 - Maint Road Totals	Road Totals	Invoic	Invoice Transactions 1	\$612.00
4268 - Do Co Vehicle Maintenance	1@15 TRANSFER	MOTOR POOL	Paid by Check # 631001	02/05/2015	02/20/2015	02/20/2015	02/20/2015	450.15
Account 532,003 - Gas & Oil	ij		Account 520.1	Account 520.116 - Veh. Maint-Co Shop Totals	Shop Totals	Invoic	Invoice Transactions 1	\$450.15
3814 - Flyers Energy LLC	CFS0943462	8308	Paid by Check # 630422	01/15/2015	02/06/2015	02/06/2015	02/06/2015	270.50
3814 - Flyers Energy LLC	CFS0952177	8308	Paid by Check # 631018	01/31/2015	02/20/2015	02/20/2015	02/20/2015	83.33
				Account 532.003 - Gas & Oil Totals	& Oil Totals	Invoice	Invoice Transactions 2	\$353.83



Vendor	Invoice No.	Invoice Description	Status Held Reason	on Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 610 - Gardnerville Town Department 926 - Other Public Works Account 532.019 - Storm Drain Maintenance	s Drain Maintenan	d.			1	, constant		
30817 - Jim Groth Excavation	1204	GVILLE	Paid by Check	01/27/2015	02/06/2015	02/06/2015	02/06/2015	7,647.00
3457 - Western Nevada Supply Company	16127263	71273	# 030470 Paid by Check # 630000	01/16/2015	02/13/2015	02/13/2015	02/13/2015	783.34
12997 - Do Co Procurement Program	1-15 DALLAIRE G'VILLE	G'VILLE	# 030900 Paid by Check # 630999	01/27/2015	02/20/2015	02/20/2015	02/20/2015	1,020.00
			t 532,019	- Storm Drain Maintenance Totals	nance Totals	Invoi	Invoice Transactions 3	\$9,450.34
Account 532,028 - Uniforms 5785 - Alsco Inc	ms LREN997081	00330	Paid by Check	01/06/2015	02/06/2015	02/06/2015	02/06/2015	4.39
5785 - Alsco Inc	LREN999185	00330	# USUSITA Paid by Check # 620217	01/13/2015	02/06/2015	02/06/2015	02/06/2015	11.89
5785 - Alsco Inc	LREN1001304	00330	# 03031/ Paid by Check # 630317	01/20/2015	02/06/2015	02/06/2015	02/06/2015	4.39
5785 - Alsco Inc	LREN1003430	00330	# 05051/ Paid by Check # 630317	01/27/2015	02/06/2015	02/06/2015	02/06/2015	4.39
30870 - Mallory Safety & Supply LLC	3910040	87639	# 630779 # 630779	01/23/2015	02/13/2015	02/13/2015	02/13/2015	47.54
\Im 4287 - Red Wing Shoe Store	660000004414	G'VILLE	# 0307.73 Paid by Check # 630837	01/30/2015	02/13/2015	02/13/2015	02/13/2015	100.00
Account 532 116 - Crack Seal Maintenance	Seal Maintenance			Account 532.028 - Uniforms Totals	forms Totals	Invoi	Invoice Transactions 6	\$172.60
5352 - Construction Sealants & Supply	R96029	GARDNT	Paid by Check # 630705	01/12/2015	02/13/2015	02/13/2015	02/13/2015	797.90
T. T. C.	L		Account 532,116 - Crack Seal Maintenance Totals	rack Seal Mainte	nance Totals	Invoir	Invoice Transactions 1	\$797.90
Account 555.502 - Smail Equipment 13485 - Ahern Rentals Inc 1427910	equipment 14279105-1	205304	Paid by Check # 630642	01/28/2015	02/13/2015	02/13/2015	02/13/2015	365.61
				Account 533.802 - Small Equipment Totals	oment Totals	Invoi	Invoice Transactions 1	\$365.61
Account 562.000 - Capital Projects 1113 - Do Co Community Development SIP #00	l Projects SIP #00763	G'VILLE	Paid by Check	01/23/2015	02/06/2015	02/06/2015	02/06/2015	2,353.72
1113 - Do Co Community Development	WCAC 1-15	G'VILLE	# 030392 Paid by Check # 630301	01/27/2015	02/06/2015	02/06/2015	02/06/2015	110.00
2514 - Stowell Candace	2015-1	GVILLE	# 030351 Paid by Check # 630872	01/31/2015	02/13/2015	02/13/2015	02/13/2015	315.00
			_	Account 562.000 - Capital Projects Totals Department 926 - Other Public Works Totals Fund 610 - Gardnerville Town Totals	ojects Totals Works Totals Town Totals	Invoid Invoid Invoid	Invoice Transactions 3 Invoice Transactions 27 Invoice Transactions 67	\$2,778.72 \$22,992.55 \$34,103.70



	Invoice No.	Invoice Description	Status Heig Keason	Invoice Date	Due Date	G/I Date Rece	Received Date Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San Department 925 - Health & Sanitation Account 510.150 - Board Compensation	ompensation						י כל זוכנו איניים	
4288 - Higuera Lloyd W	2/15 BOARD	G'VILLE	Paid by Check	01/29/2015	02/06/2015	02/06/2015	02/06/2015	300.00
24008 - Jones Cassandra Esq	2/15 BOARD	G'VILLE	# 630429 # 630429	01/29/2015	02/06/2015	02/06/2015	02/06/2015	250.00
28960 - Miller Kenneth	2/15 BOARD	G'VILLE	# 0304/2 Paid by Check # 630508	01/29/2015	02/06/2015	02/06/2015	02/06/2015	250.00
2969 - Slater Linda	2-15 BOARD	G'VILLE	# 030306 Paid by Check # 630581	01/29/2015	02/06/2015	02/06/2015	02/06/2015	250.00
Account 520.055 - Telephone Expense	ne Expense		Account 510.150 - Board Compensation Totals	Board Compens	sation Totals	Invoice Tr	Invoice Transactions 4	\$1,050.00
29103 - Frontier	782-7134 1/15	77578271340502795	Paid by Check	01/16/2015	02/06/2015	02/06/2015	02/06/2015	100.63
29103 - Frontier	782-3856 1/15	77578238560808025	# 630429 # 630429	01/16/2015	02/06/2015	02/06/2015	02/06/2015	49.44
13097 - Verizon Wireless	9739836962	842011146-00001	# 050723 Paid by Check # 631212	02/01/2015	02/20/2015	02/20/2015	02/20/2015	119.29
C.) Account 520 084 - Replacement & Repair	ment & Renair		Account 520.055 - Telephone Expense Totals	- Telephone Ex	oense Totals	Invoice Tra	Invoice Transactions 3	\$269.36
2225 - Sunrise Environmental Corp	45726	01GA65383	Paid by Check	01/16/2015	02/06/2015	02/06/2015	02/06/2015	175.72
V 11985 - Ace Hardware	096099/1	1236	# 020234 Paid by Check # 630640	01/12/2015	02/13/2015	02/13/2015	02/13/2015	36.92
11985 - Ace Hardware	096100/1	1236	# 5305 to Paid by Check # 630640	01/12/2015	02/13/2015	02/13/2015	02/13/2015	(4.99)
11985 - Ace Hardware	096208/1	1236	# 0300-to Paid by Check # 630640	01/15/2015	02/13/2015	02/13/2015	02/13/2015	11.00
11985 - Ace Hardware	096333/1	1236	# CSOC 10 Paid by Check # 630640	01/22/2015	02/13/2015	02/13/2015	02/13/2015	39.21
11985 - Ace Hardware	096452/1	1236	# 5305+0 Paid by Check # 630640	01/27/2015	02/13/2015	02/13/2015	02/13/2015	24.95
13485 - Ahern Rentals Inc	14181384-1	205304	# 530545 Paid by Check # 630642	01/02/2015	02/13/2015	02/13/2015	02/13/2015	367.96
13485 - Ahern Rentals Inc	14286558-1	205304	# 030342 Paid by Check # 630642	01/30/2015	02/13/2015	02/13/2015	02/13/2015	99.75
7100 - Amrep Inc	262018	GAR050	# 530342 Paid by Check # 630648	01/28/2015	02/13/2015	02/13/2015	02/13/2015	268.98
7100 - Amrep Inc	262078	GAR050	# 5305 io Paid by Check # 630648	01/29/2015	02/13/2015	02/13/2015	02/13/2015	198.22
3890 - Arata Equipment Co.	1-81089	1015	# 5305 5 Paid by Check # 630651	01/28/2015	02/13/2015	02/13/2015	02/13/2015	332.37
18821 - Fastenal Industrial/Cons Suppl	NVMIN46120	NVMIN0011	# 630725	01/30/2015	02/13/2015	02/13/2015	02/13/2015	8.05



Displacement Relatine Sementation Propertical Prop	Fund 611 - Gardnerville Health & San	חואסורב ואסי	יוואחותב והפצרוולוווו	Status neid Kedsoll	ason invoice Date	Due Date	G/L Date Receive	Received Date Payment Date Inv	Invoice Amount
3530-36729 1075650 # pad by Check 1230/2014 02/13/2015 02/13/2	Department 925 - Health & Sanitation Acrount 520,084 - Renlac	on coment & Renair							
3530-368069 1079560 Politic Residence of Check (1967) 0.105/2015 0.213/2015 <td>12198 - O'Reilly Auto Parts</td> <td>3530-367259</td> <td>1075650</td> <td>Paid by Check</td> <td>12/30/2014</td> <td>02/13/2015</td> <td>02/13/2015</td> <td>02/13/2015</td> <td>8.98</td>	12198 - O'Reilly Auto Parts	3530-367259	1075650	Paid by Check	12/30/2014	02/13/2015	02/13/2015	02/13/2015	8.98
3530-368102 1075650 Polit by Check 01/05/2015 02/13	12198 - O'Reilly Auto Parts	3530-368069	1075650	# coosto Paid by Check # 620816	01/05/2015	02/13/2015	02/13/2015	02/13/2015	32.28
3530-368165 1075650 Paid by Check 01/05/2015 02/13/	12198 - O'Reilly Auto Parts	3530-368102	1075650	# UDOSIO Paid by Check # 630816	01/05/2015	02/13/2015	02/13/2015	02/13/2015	52.56
3530-366174 1075650 Paid by Check peach 01/05/2015 02/13/2015	12198 - O'Reilly Auto Parts	3530-368165	1075650	# coosto Paid by Check # 620816	01/05/2015	02/13/2015	02/13/2015	02/13/2015	13.21
to Parts 3530-368174 1075650 Pad by Order 01/05/2015 02/13/201	12198 - O'Reilly Auto Parts	3530-368172	1075650	# 050010 Paid by Check # 620016	01/05/2015	02/13/2015	02/13/2015	02/13/2015	15.75
3530-366976 1075650 Padd by Check 01/12/2015 02/13/2015	12198 - O'Reilly Auto Parts	3530-368174	1075650	# 050010 Paid by Check # 630816	01/05/2015	02/13/2015	02/13/2015	02/13/2015	(13.21)
3530-36946 1075650 Paid by Check 01/12/2015 02/13/2015	12198 - O'Reilly Auto Parts	3530-368675	1075650	# coosto Paid by Check # coosts	01/08/2015	02/13/2015	02/13/2015	02/13/2015	11.99
3530-369365 1075650 Paid by Check Factors (1/12/2015) 02/13/2015 <td>12198 - O'Reilly Auto Parts</td> <td>3530-369246</td> <td>1075650</td> <td># coosto Paid by Check # cooste</td> <td>01/12/2015</td> <td>02/13/2015</td> <td>02/13/2015</td> <td>02/13/2015</td> <td>21.10</td>	12198 - O'Reilly Auto Parts	3530-369246	1075650	# coosto Paid by Check # cooste	01/12/2015	02/13/2015	02/13/2015	02/13/2015	21.10
3530-369465 1075650 Paid by Check a fastistic 01/13/2015 02/13/2015 02/13/2015 02/13/2015 02/13/2015 3530-369470 1075650 Paid by Check a fastistic 01/13/2015 02/13/2015 02/13/2015 02/13/2015 02/13/2015 3530-369470 1075650 Paid by Check a fastistic 01/13/2015 02/13/2015 02/13/2015 02/13/2015 02/13/2015 3530-369498 1075650 Paid by Check a fastistic 01/14/2015 02/13/2015 02/13/2015 02/13/2015 02/13/2015 3530-369619 1075650 Paid by Check a fastistic 01/14/2015 02/13/	12198 - O'Reilly Auto Parts	3530-369365	1075650	# coosto Paid by Check # coosto	01/12/2015	02/13/2015	02/13/2015	02/13/2015	(21.10)
3530-369470 1075650 Paid by Check # 630816 01/13/2015 02/13/2015 02/13/2015 02/13/2015 3530-369481 1075650 Paid by Check # 630816 01/13/2015 02/13/2015 02/13/2015 02/13/2015 3530-369481 1075650 Paid by Check # 630816 01/13/2015 02/13/2015 02/13/2015 02/13/2015 3530-369613 1075650 Paid by Check # 630816 01/14/2015 02/13/2015 02/13/2015 02/13/2015 3530-369634 1075650 Paid by Check # 630816 01/14/2015 02/13/2015 02/13/2015 02/13/2015 3530-371570 1075650 Paid by Check # 630816 01/28/2015 02/13/2015 02/13/2015 02/13/2015 3530-371570 1075650 Paid by Check # 630816 01/28/2015 02/13/2015 02/13/2015 02/13/2015 3530-371570 1075650 Paid by Check # 630816 01/28/2015 02/13/2015 02/13/2015 02/13/2015 3530-37168 1075650 Paid by Check # 630816 01/05/2015 02/13/2015 02/13/2015 02/13/2015 <td< td=""><td>U 12198 - O'Reilly Auto Parts</td><td>3530-369465</td><td>1075650</td><td># e30616 Paid by Check</td><td>01/13/2015</td><td>02/13/2015</td><td>02/13/2015</td><td>02/13/2015</td><td>65.96</td></td<>	U 12198 - O'Reilly Auto Parts	3530-369465	1075650	# e30616 Paid by Check	01/13/2015	02/13/2015	02/13/2015	02/13/2015	65.96
to Parts 1530-369497 1075650 Paid by Check 01/13/2015 02/13/2015 0	2 12198 - O'Reilly Auto Parts	3530-369470	1075650	# 030010 Paid by Check # 630816	01/13/2015	02/13/2015	02/13/2015	02/13/2015	30.52
to Parts 3530-369498 1075650 Paid by Check (114/2015) 02/13/2015 0	12198 - O'Reilly Auto Parts	3530-369497	1075650	# 030010 Paid by Check # 630016	01/13/2015	02/13/2015	02/13/2015	02/13/2015	128.76
to Parts 3530-369619 1075650 Paid by Check 6 01/14/2015 02/13/2015	12198 - O'Reilly Auto Parts	3530-369498	1075650	# 020510 Paid by Check # 620816	01/13/2015	02/13/2015	02/13/2015	02/13/2015	(2.99)
to Parts 3530-369634 1075650 Paid by Check # 630816	12198 - O'Reilly Auto Parts	3530-369619	1075650	# 030010 Paid by Check # 620016	01/14/2015	02/13/2015	02/13/2015	02/13/2015	2.99
to Parts 3530-371570 1075650	12198 - O'Reilly Auto Parts	3530-369634	1075650	# 020010 Paid by Check # 620016	01/14/2015	02/13/2015	02/13/2015	02/13/2015	(46.71)
to Parts 3530-371597 1075650	12198 - O'Reilly Auto Parts	3530-371570	1075650	# objects Paid by Check	01/27/2015	02/13/2015	02/13/2015	02/13/2015	349.90
to Parts 3530-371658 1075650 # 030010	12198 - O'Reilly Auto Parts	3530-371597	1075650	# b30816 Paid by Check # 620816	01/28/2015	02/13/2015	02/13/2015	02/13/2015	2.97
595703 4170 # 630821 # 6330821 01/05/2015 02/13/2015 02/13/2015 02/13/2015 02/13/2015 595903 4170 Paid by Check # 6330821 01/05/2015 02/13/2015 02/13/2015 02/13/2015 595903 4170 Paid by Check # 630821 01/06/2015 02/13/2015 02/13/2015 02/13/2015	12198 - O'Reilly Auto Parts	3530-371658	1075650	# 050010 Paid by Check # 620016	01/28/2015	02/13/2015	02/13/2015	02/13/2015	4.66
595717 4170 # 01/05/2015 02/13/2015 02/13/2015 02/13/2015	2510 - Parts House	595703	4170	# o20510 Paid by Check # 620621	01/05/2015	02/13/2015	02/13/2015	02/13/2015	88.47
595804 4170 Paid by Check 01/05/2015 02/13/2015 02/13/2015 02/13/2015	2510 - Parts House	595717	4170	# 030021 Paid by Check # 630821	01/05/2015	02/13/2015	02/13/2015	02/13/2015	185.82
595903 4170 Paid by Check 01/06/2015 02/13/2015 02/13/2015 02/13/2015	2510 - Parts House	595804	4170	# 53051 Paid by Check # 630821	01/05/2015	02/13/2015	02/13/2015	02/13/2015	79.47
	2510 - Parts House	595903	4170	Paid by Check # 630821	01/06/2015	02/13/2015	02/13/2015	02/13/2015	163.99



Vendor	or	Invoice No.	Invoice Description	Status Hel	Held Reason Invoice Date Due Date	Due Date	G/I Date Re	Received Date Dayment Date	Toylog Amount
Fund Dep	Fund 611 - Gardnerville Health & San Department 925 - Health & Sanitation								200000000000000000000000000000000000000
•	Account 520.084 - Replacement & Repair	ment & Repair							
2510	2510 - Parts House	596300	4170	Paid by Check # 630821	01/08/2015	02/13/2015	02/13/2015	02/13/2015	127.98
2510	2510 - Parts House	597080	4170	Paid by Check	01/13/2015	02/13/2015	02/13/2015	02/13/2015	2.62
2510	2510 - Parts House	597514	4170	Paid by Check	01/15/2015	02/13/2015	02/13/2015	02/13/2015	23.19
2510	2510 - Parts House	598459	4170	# 530521 Paid by Check # 630821	01/22/2015	02/13/2015	02/13/2015	02/13/2015	24.58
26482	26482 - Peterbilt Truck Parts & Eq LLC	7003728	365290	# 530822 Paid by Check # 630828	01/12/2015	02/13/2015	02/13/2015	02/13/2015	26.77
26482	26482 - Peterbilt Truck Parts & Eq LL.C	522459	365290	# 030020 Paid by Check # 630878	01/14/2015	02/13/2015	02/13/2015	02/13/2015	(10.49)
8043	8043 - Mark Smith Tire Center Inc	71700094419	A17-14675	# c31078	01/05/2015	02/20/2015	02/20/2015	02/20/2015	1,393.94
8043 ·	8043 - Mark Smith Tire Center Inc	71700096676	A17-14675	# Color Paid by Check # 631078	01/30/2015	02/20/2015	02/20/2015	02/20/2015	1,475.94
3138-	3138 - Tahoe Basin Container Service	2-15 G'VILLE	GVILLE	# 631076 Paid by Check # 631191	02/02/2015	02/20/2015	02/20/2015	02/20/2015	2,100.00
; -				Account 520	Account 520.084 - Replacement & Repair Totals	Repair Totals	Invoice T	Invoice Transactions 43	\$7,928.04
O 2924.	Account 5.20.089 - Power O 2924 - NV Energy	791804 1-15	791804	Paid by Check # 630805	01/24/2015	02/13/2015	02/13/2015	02/13/2015	248.81
	Account 520.092 - Heating				Account 520.089 - Power Totals	ower Totals	Invoice T	Invoice Transactions 1	\$248.81
3021 -	Southw	0015779022 1-	0015779022 1- 2410015779022	Paid by Check	01/19/2015	02/06/2015	02/06/2015	02/06/2015	164.89
3021 -	3021 - Southwest Gas-Las Vegas	1072224004 1- 15	1072224004 1- 2411072224004 15	# obuseo Paid by Check # consec	01/19/2015	02/06/2015	02/06/2015	02/06/2015	138.15
3021 -	3021 - Southwest Gas-Las Vegas	1188600002 1- 15	2411188600002	# ososos Paid by Check # 630586	01/19/2015	02/06/2015	02/06/2015	02/06/2015	423.38
	Account \$20.098 - Tanitorial Services	Services			Account 520.092 - Meating Totals	ating Totals	Invoice T	Invoice Transactions 3	\$726.42
27347	27347 - A+ Janitorial Service	T0G0115	GVILLE	Paid by Check # 630303	01/27/2015	02/06/2015	02/06/2015	02/06/2015	124.54
	ACCUINT 520,136 - Rents & Jeases Fullinment	Pases Fourings	420		Account 520.098 - Janitorial Services Totals	r vices Totals	Invoice T	Invoice Transactions 1	\$124.54
3519 -	3519 - Xerox Corporation	078064741	716307012	Paid by Check # 630912	02/01/2015	02/13/2015	02/13/2015	02/13/2015	228.66
				Account 520.136	Account 520.136 - Rents & Leases Equipment Totals	ment Totals	Invoice T	Invoice Transactions 1	\$228.66



nent Data Invoice Amount	1	02/20/2015 63.25	\$63.25	02/20/2015 65.00	\$65.00	02/06/2015 36.00	02/20/2015 16,107.76	\$16,143.76	02/06/2015 15.00	\$15.00	77/70/700		\$15.00	02/06/2015 796.87	02/13/2015 889.00	02/13/2015 10.38	02/20/2015 869.19	\$2,565.44
Received Date Payment Date			Invoice Transactions 1		Invoice Transactions 1			Invoice Transactions 2		Invoice Transactions 1			Invoice Transactions 1					Invoice Transactions 4
G/l. Date		5 02/20/2015		02/20/2015		02/06/2015	02/20/2015		02/06/2015		5100/00/20	2/02/20		02/06/2015	02/13/2015	02/13/2015	02/20/2015	
Due Date	Target de la constant	02/20/2015	ensing Total:	02/20/2015	cpense Total	02/06/2015	02/20/2015	(pense Total:	02/06/2015	ervices Totals	7/20/2015	02/20/20	n Cost Totals	02/06/2015	02/13/2015	02/13/2015	02/20/2015	s & Oil Totals
Held Reason Invoice Date		01/27/2015	Account 520.155 - Licensing Totals	02/02/2015	Account 520.187 - Internet Expense Totals	01/21/2015	02/02/2015	Account 520.197 - Landfill Expense Totals	01/16/2015	Account 521.130 - Legal Services Totals	01/14/2015		Account 521.135 - Legal-Collection Cost Totals	01/15/2015	01/13/2015	01/28/2015	01/31/2015	Account 532.003 - Gas & Oil Totals
Status		Paid by Check # 630999		Paid by Check # 630980	Accou	Paid by Check # 630338	Paid by Check # 630969	Acco	Paid by Check # 630563	AC	Paid by Check	# 630993	Account 5	Paid by Check # 630422	Paid by Check # 630816	Paid by Check # 630816	Paid by Check # 631018	
Invoice Description		G'VILLE		8354110060012509		G'VILLE	228079		G'VILLE		PATTY CASH))		8308	1075650	1075650	8308	
Invoice No.		1-15 TUTHILL	ense	0012509 2/15	nse	143356	228079 1-15	S	45		lection Cost 2-15 G'VILLE			CFS0943462	3530-369494	3530-371660	CFS0952177	
In	in iing	Ξ.	let Exp	001	II Expe	4	228	Servic	24345		Collect 2-15	1	0,0		3530	353	<u>ე</u>	
Vendor	san ation ensing	12997 - Do Co Procurement Program 1-1	Account 520.187 - Internet Expense	15887 - Charter Communications 001	Account 520.197 - Landfill Expense	13443 - Bently Ranch 14:	15853 - Carson City Landfill 228	Account 521.130 - Legal Services	10816 - Rowe Hales & Yturbide LLP 243		t Account 521.135 - Legal-Collection Cost 2-15 GVILE		Account 532.003 - Gas & Oil			12198 - O'Reilly Auto Parts 353	3814 - Flyers Energy LLC CF	

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/I Date	Received Date Dayment Date		Invoice Amount
Fund 611 - Gardnerville Health & San										VOICE ALINGUE
Department 925 - Health & Sanitation										
Account 532.028 - Uniforms	2									
5785 - Alsco Inc	LREN997081	00330	Paid by Check		01/06/2015	02/06/2015	02/06/2015	02/06/2015	2015	4.39
			# 630317					•		
5785 - Alsco Inc	LREN999185	00330	Paid by Check		01/13/2015	02/06/2015	02/06/2015	02/06/2015	2015	11.89
E205 Alcc Tag	2001001110	0,000	# 63031/			1				
5/65 - Alsco Inc	LKEN1001304	00330	Paid by Check # 630317		01/20/2015	02/06/2015	02/06/2015	02/06/2015	2015	4.39
5785 - Alsco Inc	LREN1003430	00330	Paid by Check		01/27/2015	02/06/2015	02/06/2015	02/06/2015	2015	4.39
30870 - Mallory Safety & Supply LLC	3910040	87639	Paid by Check		01/23/2015	02/13/2015	02/13/2015	02/13/2015	2015	47,55
			# 630779							
4287 - Red Wing Shoe Store	660000004414 G'VILLE	GVILLE	Paid by Check # 630837		01/30/2015	01/30/2015 02/13/2015	02/13/2015	02/13/2015	2015	100.00
				Account 5	Account 532.028 - Uniforms Totals	orms Totals	Invoid	Invoice Transactions 6		\$172.61
Account 533.800 - Office Supplies	npplies									•
11985 - Ace Hardware	095987/1	1236	Paid by Check		01/06/2015	02/13/2015	02/13/2015	02/13/2015	2015	10.49
8479 - Tahoe Supply Co	567118	TOWNGV	# 630885		01/08/2015	02/13/2015	02/13/2015	02/13/2015	2015	120.08
ර් 8479 - Tahoe Supply Co	C568768	TOWNGV	Paid by Check # 630885		01/23/2015	02/13/2015	02/13/2015	02/13/2015	2015	(26.07)
X 8479 - Tahoe Supply Co	569288	TOWNGV	Paid by Check # 630885		01/29/2015	02/13/2015	02/13/2015	02/13/2015	2015	63.00
12997 - Do Co Procurement Program	1-15 LOUTHAN G'VILLE	G'VILLE	Paid by Check		01/27/2015	02/20/2015	02/20/2015	02/20/2015	2015	35.99
9064 - R & S Optimum Offset	15-8343	G'VILLE	Paid by Check # 631143	!	02/09/2015	02/20/2015	02/20/2015	02/20/2015	2015	157.50

\$360.99 \$29,976.88

Invoice Transactions 6
Invoice Transactions 78
Invoice Transactions 78
Invoice Transactions 145

Department 925 - Health & Sanitation Totals Fund 611 - Gardnerville Health & San Totals Account 533.800 - Office Supplies Totals

Grand Totals

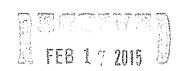
\$29,976.88 \$64,080.58

Gardnerville Town Board AGENDA ACTION SHEET



1.	For Possible Action: Approve a special event application for FEAT of the Carson Valley Inc., scheduled for April 25, 2015 at Heritage Park.
	Recommended Motion: Approve a special event application for FEAT of the Carson Valley Inc., scheduled for April 25, 2015 at Heritage Park Funds Available: Yes N/A
4.	Department: Administration
5.	Prepared by: Tom Dallaire
6.	Meeting Date: March 3, 2015 Time Requested:
7.	Agenda: □ Consent □ Administrative
B a un	ackground Information : See attached application. This event is considered a Class 1 der the park policy. They have paid their deposit and insurance has been provided.
8.	Other Agency Review of Action: □Douglas County ☑ N/A
9.	Board Action:
	Approved





Park Use/Street Closure/Special Event Application From/Release of Liability/Indemnification Agreement
1407 US Highway 395 N - Gardnerville, Nevada 89410
(775) 782-7134 Phone (775) 782-7135 Fax

Date of Application (must be submitted 10 business days prior to event):	February 2, 2015
F.E.A.T. of the Carson Valley, Inc. Organization: (If a corporation, a copy of the Articles of Incorporation must be attach	Corporation: Yes No
Contact Person: Tara Addeo email: Iv2 Home/Cell Phone: 775-230-5872 Business Phone: sames	2plan@aol.com
Home/Cell Phone: 775-230-5872 Business Phone: sames Mailing Address: P.O. Box 2274, Minden, NV 89423	Fax:
(If corporation, attach home or business phone and addresses of preside	ent, vice-president and secretary)
Requesting: Heritage Park Is request for exclusive If Heritage Park but not exclusive use, describe which area of park is being the second s	use of park: Yes • No
Requesting: Street Closure Street(s) proposing to be closed	:
(US Hwy 395, SR75, and streets closed at intersections of US Hwy 395 r Waterloo, Toler, Elges, Grant, Stodick, and Muller require County perm	equire NDOT encroachment permit;
Requesting: Other Location of Event/Acti	vities (if other than Heritage Park):
(Submit letter of property owner's permission if event is to be held on pr	ivate property)
Name and description of event, concessions, fund-raiser, etc.: 5k Walk/1 children with Autism. Raffle Prizes. Vendor booths (no selling of merc	0k Run charity event to benefit h, just displays)
Event date(s): Saturday, April 25, 2015 Event hours (including set t	np & tear down): 8 am until 2pm
This event is: Non-Profit: For Profit: Closed to Public: (Non-profit organizations must submit IRS 501c letter with application)	Open to Public:
If non-profit event, describe who benefits from proceeds of event: Ch	ildren who have Autism
Number of patrons, customers, spectators, participants, etc. expected to	attend on each day of the event: 100
(Douglas County Outdoor Festival Permit is required if more than 500 a	nttendees expected on any day of event)
Event Insurance Carrier: Warren Reed Insurance	Phone: 782-2277
(Certificate of Insurance must be attached to this application and must additional insured, and date and location of the event - see Special Even	name the Town of Gardnerville as

Is a fee charged to attend the event: Is food being served:	Yes No	If yes, Health Permit #	
Will alcohol be sold or served: Will there be band or amplified music: Will you have tents, canopies, bounce h	Yes No		be required
If yes, specify quantity, dimensions, etc	: Vendors can bring	10x10 canopies for over their	booths
(Stakes are not permitted for use in secumay be subject to additional security de	uring tents, etc.; bou	nce houses, dance floors or tent	s lar <i>ger than 20'x20'</i>
Clean-up/Sanitation/Garbage Plan:	Volunteer clean up	at end of event	are and the state of the state
(Groups of 50 or more are require to pa accommodate a maximum of 100 people	ay a minimum of one e, one port-a-potty i	: \$25 dumpster service fee; park s required for every 100 people	restrooms over 100)
Water and Sanitation Plan if food sold of	or consumed during	event: Refreshments served to	runners. Will clean
(Town's water coupler) available if yo	ou use hoses for water	er)	
Other Town services, if required:			
(Electrical outlets.)pavilion lighting, etc	2.)		When and the same state of the
Event Parking Area: Will park on street	s in designated par	king areas	
(Event cannot block driveways of private is private property and may not be used	te residences around I for parking unless	I park. Please note that dirt lot a letter of owner's permission is	submitted)
Fire/Emergency Medical Services Plan:			
(Submit East Fork Fire Protection Distr	rict authorization ar	ıd approval)	And Administration of the Control of
Security Plan if overnight use of Town	facilities planned:		
(Submit Douglas County Sheriff's Offic	e authorization and	approval)	
Event Layout: All applicants <u>MUST</u> pr closure, booth spaces, etc. If requestin indicating utility lines and other even	ig use of Heritage I	clearly showing event area(s), st Park, a Town furnished templa	reets requested for ite will be provided
A conv o	of the approved for	n MUST be at the event	
7x COPy C	A che approved 1011	nacor of at the event	
	2 of 3		revised 4/14

WAIVER OF LIABILITY

The UNDERSIGNED, for himself/herself and on behalf of the above named Applicant Organization or Business, does hereby agree to protect, indemnify, save and keep harmless, the Town of Gardnerville, its elected and appointed officials, employees and volunteers and others working on behalf of the Town of Gardnerville, and Douglas County, Nevada, from any and all claims, demands, suits or loss, including all costs connected therewith, including but not limited to reasonable attorney's fees, administrative costs, and court costs and for any damages which may be asserted, claimed or recovered against or from the Town of Gardnerville, its elected and appointed officials, employees, volunteers or others working on behalf of the Town of Gardnerville, by reason of personal injury, including but not limited to bodily injury or death, and/or property damage, including loss of use thereof, which arise out of or is in any way connected or associated with this Reservation Form and Release of Liability and Indemnification Agreement.

I do hereby certify that, in representation of the above-named Applicant Organization or Business, I have received a copy of the Town's Park Use and Reservation Policy and the Town's Street Closure/Special Events Policy, that I have read those policies, and that the above-named Applicant Organization or Business will observe all rules and regulations contained therein, including any conditions of approval of the Town Board, and any other conditions and/or requirements that may be set forth by Douglas County, Nevada.

(4W		1 ADDED	<u>0415/18</u>	
		retary		
Signature	Printed Na	me ()	Date	
(If applicant is a corporation	ı, must include signat	ure of president, vic	e-president, and secretary of corpo	oration
,		1		
	(Tov	vn Office Use Only)		
		•		
Heritage Park:			HIS CK#97735293 Class 1	
Usage \$25/hr (\$300/day ma Poyk, Donosit \$300	ix) Paid \$ Nバー	Date:	TUS 04#07735703	
rark Deposit 5500 Dumnster \$25/each	Paid \$	Date: 5-/5-	Class 1	
Additional Fees/Descriptio	n \$			
Deposit Refunded	Paid \$	Date:	Facility Reviewed:	
Street Closure				
Street Closure: Application Fee \$100	Paid \$ NA	Date:		
Application Fee \$100	Paid \$ N/A	Date:		
Street Closure: Application Fee \$100 Scheduled for Town Board Scheduled for Douglas Co	$_{1 \text{ Agenda:}} 3/3$	113	Approved:	

CERTIFICATE OF LIABILITY INSURANCE

FEATO-1 OP ID: CM

DATE (MM/DD/YYYY)

02/11/2015 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C, No. Exi): E-MAIL ADDRESS: PRODUCER Warren Reed Insurance, Inc. 1521 Highway 395 North Gardnerville, NV 89410 FAX (A/C, No): Team Trout INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : USLI INSURED FEAT of the Carson Valley INSURER B: P.O. Box 2274 Minden, NV 89423 INSURER C: INSURER D: INSURER E: INSURER F: COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR WVD TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) Α X COMMERCIAL GENERAL LIABILITY MSE015F0845 Х 04/25/2015 04/27/2015 100,000 \$ CLAIMS-MADE | X | OCCUR 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY s 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG \$ PRO-JECT X POLICY ŝ COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO **BODILY INJURY (Per person)** ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) s PROPERTY DAMAGE (PER ACCIDENT) HIRED AUTOS UMBRELLA LIAB OCCUR **EACH OCCURRENCE** s **EXCESS LIAB** CLAIMS-MADE AGGREGATE s RETENTIONS DEO 5 WORKERS COMPENSATION WC STATU-TORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: 5 K Walk/10 K Run Fundraiser at Heritage Park, 1447 Courthouse St. Gardnerville NV. On April 25th, 2015
The Town of Gardnerville is an additional insured:

CERTIFICATE HOLDER	CANCELLATION
TOWNOFG Town of Gardnerville 1407 Hwy 395 Gardnerville, NV 89410	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
ı	Caroly Motiliel

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Gardnerville Town Board

AGENDA ACTION SHEET



- For Possible Action: Discussion and provide direction to staff on a request from Carson Valley Pops on holding a July 4th concert at Heritage Park after the Freedom 5K. Appearance by Judy Sheldrew, with Carson Valley Pops; with public comment prior to board action.
- 2. Recommended Motion: Based on Board discussion. Motion to allow the CV Pops to use Heritage Park and authorize the town manager to plan accordingly with staff, Town sound equipment and provide the shade structure for the event.

Funds Available:

✓ Yes

✓ N/A

3. Department: Administration

4. Prepared by: Tom Dallaire

5. Meeting Date: March 3, 2015 Time Requested: 15 minutes

6. Agenda: Consent Administrative

Background Information: The Town of Gardnerville and the Carson Valley Pops Orchestra used to partner from 2007 – 2011 to provide a free Fourth of July Patriotic Concert for Douglas County residents. The event grew over the years. The Town provided ice cream and popsicles, a shade structure and sound equipment for the event and decorated the Park. When the Town of Minden and the Carson Valley Pops reached an agreement for the Pops to use the CVIC Hall for practices and concerts without charge, Minden also asked the Carson Valley Pops to perform at Minden's Fourth of July celebration in 2012 and 2013. However, in 2014, the Town of Minden was unable to incorporate the Pops' performance into the Fourth of July celebration due to concerns that the events that were planned would distract from the Pops' performance. The same situation has again arisen for 2015. As a result, the Carson Valley Pops Orchestra is seeking a venue from which it can perform a free patriotic concert for the Fourth of July. The Pops Orchestra would be delighted to again perform at Heritage Park for the Town of Gardnerville's Fourth of July event.

The Town Board in 2012 wanted to do an event. MSG and the Town created a Gardnerville Freedom 5K fun run. This is early in the morning and will be done with the park at 10:00 am. So while we are packing up from 10:00am to 10:45am, the CV Pops can start setting up to perform at 10:00 am with an event time of 11:00am or 11:30 am.

Staff is looking for some direction on offering the park, free of charge, for this event. The park is already reserved by the Town on July 4^{th} for the fun run.

Does the town board want to provide a shade structure for both events? This would be a cost of around \$300 for the day and could be used at the northside of the pavilion for the breakfast and additional shade at the Fun Run event. <No fee requested>

Will the board authorize the use of the sound equipment for the concert? The sound will be up for the fun run. There will be some staff time to take down the equipment. Historically we have charged a fee for town staff time <\$200>? (3 hours min @\$35/hr due to overtime & \$100 rental of sound equipment)

Ot	her Agency Review	of Action: Douglas County	▽ N/A
7.	Board Action: Approved Denied	□ Approved with Modifica□ Continued	tions

Gardnerville Town Board AGENDA ACTION SHEET



1. <u>Not For Possible Action:</u> Discussion on the Main Street Program Manager's Monthly Report of activities for February 2015 presented by Margaret Pross, Vice-President of the Main Street Board. Quarterly report on the Main Street Gardnerville Heritage Park Gardens project by Carol Sandmeier, Heritage Park Gardens Committee Chair.

2.	Recommended Motion: Receive and file a. Funds Available: Yes N/A				
3.	Department: Administration				
4.	Prepared by: Paula Lochridge				
5.	Meeting Date: March 3, 2015 Time Requested: 10-15 minutes				
6.	Agenda: □Consent ☑ Administrative				
7.	Background Information N/A				
8.	B. Other Agency Review of Action: □ Douglas County ☑ N/A				
9.	Board Action:				
	Approved				



Main Street Gardnerville's Report Paula Lochridge, Program Manager

Gardnerville Town Board Meeting, March 3, 2015

- Tom Dallaire; Patrice Frey, President and CEO of the National Main Street Center; and I did our presentation to the Revenue & Economic Development Senators in support of SB51 at the Legislature on Feb. 19th. As of this report, I have yet to hear the status on this bill. Included with my report, you'll see some of the comments that were submitted to the Senators prior to our presentation. I've also included both power points used in our presentation. Ken Miller, Jenifer Davidson and Tim Rubald were there to speak in support of the bill during the public comment portion.

 If you would like to view the video of our presentation, you can do so by using this link:

 http://nvleg.granicus.com/MediaPlayer.php?publish_id=b53959bc-b911-11e4-9422-f04da2064c43
 I can email the link to you if you like.
- The Steering Committee for the Frontier/Dish "America's Best Communities" Competition met on February 25th to review a draft of the application that will soon be submitted. This effort is spearheaded by the CV Chamber. The Competition is an economic revitalization prize for change agents in small towns and rural communities across the Frontier Communications Service Area in 27 states. They are searching for individuals and organizations that are working together to make their hometowns better for everyone. Three grand prize winners will be chosen. 1st place is \$3 million; 2nd place is \$2 million and 3rd place is \$1 million.
- On March 9th, the Steering Committee researching the possibility of creating a Basque area in the Main Street District will meet again to continue discussion on our next action steps. There was a Pelota Tournament scheduled for the weekend of Feb. 14-15, in South San Francisco. Some members of this steering committee attended the tournament including JB Lekumberry, Dominique Etchegoyhen, Tom Dallaire and myself. Check out the one sheet showing some pictures taken from the event on Saturday night.
- At our last Board Meeting, the MSG Board approved 3 out of 4 of our Committee Action Plans for the next fiscal year. You will find these included in my report. The Promotion Committee Action Plan will be reviewed at our next Board Meeting on March 17th.
- 3 sample light pole banners are in and will be hung soon to test both the hardware and the banners themselves.
- On February 18th, we taped an episode for Douglas County's Cable Access show on the topic of "Volunteerism in Douglas County." This also included a couple of our long-time volunteers, Linda Dibble and Carol Sandmeier doing testimonials regarding their volunteerism with Main Street Gardnerville. No word yet on when it will air.
- The date for our presentation to the Douglas County Commissioners regarding Economic Vitality progress in our District, our Town and in Minden has been changed from March 5th to April 2nd however





78th (2015) Session Opinions

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Select any Bill: SB51 or type bill here Example: AB362

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SB51

For I am founder and president of the "Downtown 2020 Feb-19-2015 Group". Our goal has been to renovate and create a historic downtown that is walkable and people friendly and creates an atmosphere that supports existing businesses and attracts new business to our downtown as well as the surrounding area. It is crucial that every city has a Main Street for there can only be one "Historic District" to every downtown. A successful downtown is made up of businesses, all generations and ethnic groups that gather in one location to form a community. This community is the flavor of what the City is all about. A strong Downtown Main Street is "The Heart that Keeps that keeps the City Beating" and revitalization is necessary for our economy to grow and to draw tourism, as well as, support our families, students and local citizens. We are the Capital of Nevada and we need the Main Street Program. Doreen Mack

For I was appointed to the inaugural Main Street Gardnerville Board of Directors in 2008. I have continued to serve on the Board of Directs of The Main Street Gardnerville Program. I strongly believe in the Main Street program having witnessed the positive changes it has made and continues to make to the Main Street Gardnerville District. Please approve and pass SB51 as it will be an integral part of the economic health and prosperity for many Nevada communities. I have witnessed the benefits that our town and businesses have received through this program. I believe that you will be very impressed with the results this program will make for our communities. Margaret Pross, Vice-President of the Main Street Gardnerville Board of Directors

For Business owner since 2007, the Main Street Program in Gardnerville Nevada has been very

Feb-19-2015

Feb-19-2015

6-4

successful. Consider this a nod for support to expand the program Statewide

For Feb-19-2015

For Bill would help with revitalization efforts throughout Feb-19-2015

For I have been involved with the Gardnerville Main

Feb-19-2015 Street Program over the past few years and have seen the positive affect it has had on the business

community of downtown Gardnerville. A statewide program would be very helpful to many

communities across the state.

For Great and powerful program to bring economic Feb-19-2015 vitality to historic and beautiful rural towns throughout Nevada! Main Street Gardnerville has demonstrated an amazing ROI for the community in it's first few years - 38 new businesses in downtown Gardnerville! Main Street Minden is just forming to create a sister program to collaborate & compliment

with Main Street Gardnerville. A statewide mainstream program is required to be recognized and accredited by the National Main Street

Program of the National Trust for Historic Preservation / Department of Interior.

For I have been working closely with the Gardnerville Feb-19-2015 program since it started. To see the difference it has made, not only in the downtown district, but also in

the way the community has come together to make things happen, is amazing to see and to be a part of. The Main Street Program in Gardnerville has some of the most passionate volunteers I've ever had the pleasure to work with. They take incredible pride in their efforts and you can see the difference

the past 6 years have made in just this one community. Having a State-wide coordinating program would not only enhance the efforts of the existing Gardnerville program, but also help with the efforts of other towns and cities throughout the

state who would like to bring their down towns back to life. We appreciate your consideration to approve SB51. Thank you.

For To Whom It May Concern, I am writing to advise the Feb-19-2015 committee members of the interest by the Town of Minden to create a Main Street Minden Program. In the spring of 2014, at the direction of the Minden

Town Board, Town Staff began to explore the possibility of creating a Main Street Minden program as a means to accomplish the goals outlined in the Douglas County Valley Vision Plan, Minden Momentum Economic Vitality projects, and the Town of Minden Strategic Plan. Since that time. also at the direction of the Town Board, a Main Street Steering Committee has been formed comprised of Minden Residents and Business Owners tasked with assembling a formal proposal for a Minden Program for consideration by the

Minden Town Board and possible funding as part of fiscal year 2016 budget. Interest in the program stemmed from witnessing first hand the success of

our neighbors in Gardnerville. Each community, large or small, in this state faces unique challenges with regard to the revitalization and management of

their downtowns and neighborhood commercial

districts. The National Main Street Center and the proven resources and strategies offered through this program can empower these communities to create healthy sustainable commercial cores focused on enhancing the history and attributes which in total make up the defining characteristics of this great State. Sincerely, Jenifer Davidson Minden Town Manager

For I am writing you to ask for your support of a State Main Street Program. The success of this program in Gardnerville, and nationally cannot be understated. This will be a boon to business and historic downtowns in small towns around the state.

Feb-19-2015

For I am honored to serve on Gardnerville's Town Board, and as a business owner in Douglas County. Our businesses have benefited greatly from Mainstreet Gardnerville's revitalization of the Highway 395 corridor in Gardnerville. Additionally, our families and community have benefited from the beautification of our town, events, and general camaraderie that Mainstreet has helped foster over the last four years. I heartily recommend the passage of SB51 and the creation of a statewide Mainstreet program, so that this type of revitalization can help nurture other communities throughout our state.

Feb-19-2015

For This is a great program and has great success stories from all across this country. Nevada needs to implement this program at the state level to allow the Towns, Cities and Counties of this State to benefit from all main street has to offer our constituents, building a better down towns, main streets, providing a link to improve your community and having ample opportunities to volunteer your time and talents making you downtown a better place to work, shop and stay.

Feb-18-2015

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Count

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Lochridge, Paula

From:

Karen Craig

Sent:

Thursday, February 19, 2015 11:57 AM

To:

Lochridge, Paula

Cc:

Paula Lochridge (plochridge@mainstreetgardnerville.org); Dallaire, Tom

Subject:

Re: FW: Comments for the State Senate Committe in support of SB51

This is what I submitted:

"This is a great and powerful program to bring economic vitality to historic and beautiful rural towns throughout Nevada! In just a few short years, Main Street Gardnerville has demonstrated an amazing ROI for the community - 38 new businesses in downtown Gardnerville! Main Street Minden is just forming to create a sister program to collaborate & compliment with Main Street Gardnerville. A statewide Main Street program is required to be recognized and accredited by the National Main Street organization of the National Trust for Historic Preservation / Department of Interior."

Karen Craig Creative Cities I (775) 233-2777 I Karen Craig 360.com

On Thu, Feb 19, 2015 at 9:24 AM, Lochridge, Paula < PLochridge@douglasnv.us > wrote:

Good morning Everyone,

If you haven't done so yet, and would still like to submit some comments regarding your support of SB51 (which would create a State Coordinating Main Street Program), please use this link: https://www.leg.state.nv.us/App/Opinions/78th2015/A/

Please read the following instructions to submit your exhibit:

- (1) Exhibits should be submitted in PDF format.
- (2) Email sent to this Committee email address may become a public document and/or public record, including the sender's name, email address and other personal information. (If you do not want your personal information made public, please contact the Committee Manager or submit an attachment with only the information you want made public.)

We appreciate any support you can show for this bill. We will be making our presentation to the Senate Revenue and Economic Development Committee today at 3:30 pm.

Lochridge, Paula

From: Mike Bradford <mikeb@lakesideinn.com>
Sent: Tuesday February 17, 2015, 7:22, PM

Tuesday, February 17, 2015 7:33 PM

To:

Rep Kieckhefer@con state pywre Mickey I B. I

To:Ben.Kieckhefer@sen.state.nv.us; Michael.Roberson@sen.state.nv.us;

Greg.Brower@sen.state.nv.us; Joe.Hardy@sen.state.nv.us; Ruben.Kihuen@sen.state.nv.us; Aaron.Ford@sen.state.nv.us;

Pat.Spearman@sen.state.nv.us

Cc: Lochridge, Paula; Granahan, Lisa; Nichols, Jim; Dallaire, Tom

Subject: Support for SB51 from Douglas County

Chairman Roberson and Senate Revenue and Economic Development Committee Members:

Within Douglas County's Economic Vitality Program there is an important active project to revitalize Main Street in Gardnerville. This revitalization is actively supported throughout Douglas County for the benefit of our economy and environment. Our Main Street mission and vision are as follows:

Our Mission: The mission of the Gardnerville Main Street Program, in partnership with the town, county, business and community, is to revitalize downtown Gardnerville utilizing design, organization, promotion & economic district vitality to develop the unique identity and preserve the historic nature of our community

Our Vision: Experience the Past, Enrich the Present, Embrace the Future.

As I am sure you can see, the alignment between Douglas County's Main Streetproject and the underlying objectives of SB51 are clear. The potential benefits from SB51 and Douglas County's Main Street project accrue to our State, our County residents and tourists visiting our community.

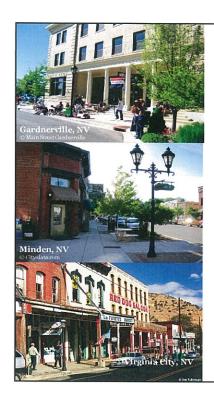
Please support SB51 forthe further enrichment of our downtown and the ongoing improvement of Main Street in Gardnerville and many other main streets in our State. Thank your for your contribution to our outstanding State's future.

Yours,

Mike Bradford

EconomicVitality Champion

Douglas County, NV

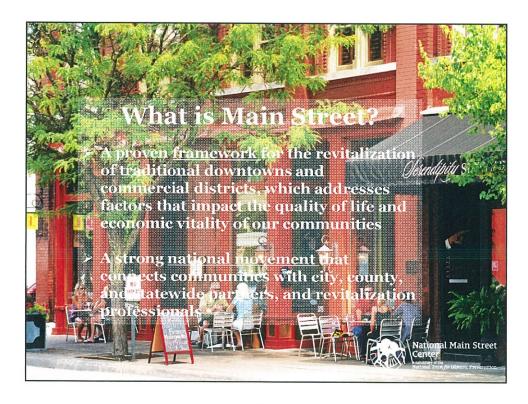


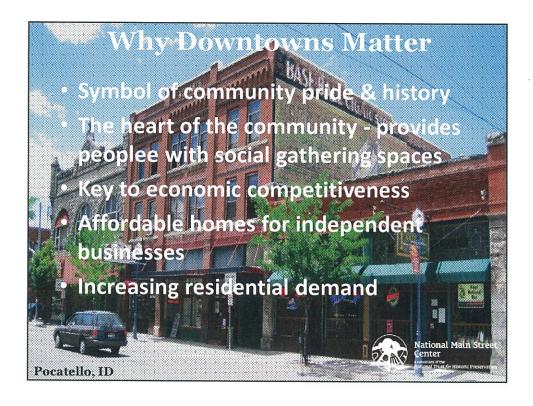
Establishment of Nevada Main Street Program

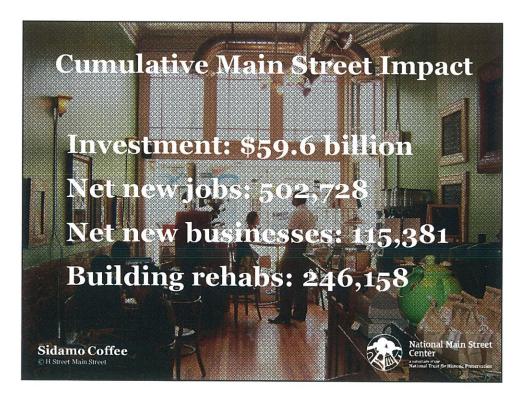
Presentation to Nevada Senate Committee on Revenue and Economic Development

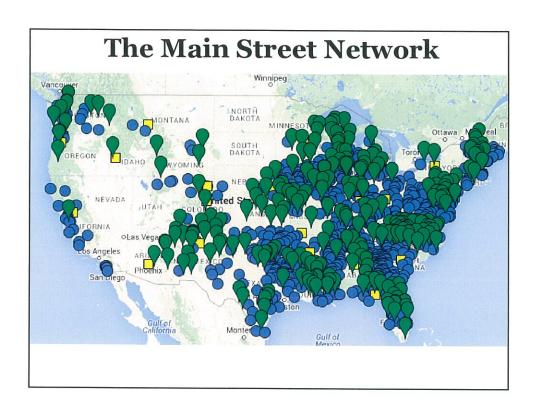
Patrice Frey, President & CEO, NMSC February 19, 2015 Reno, Nevada

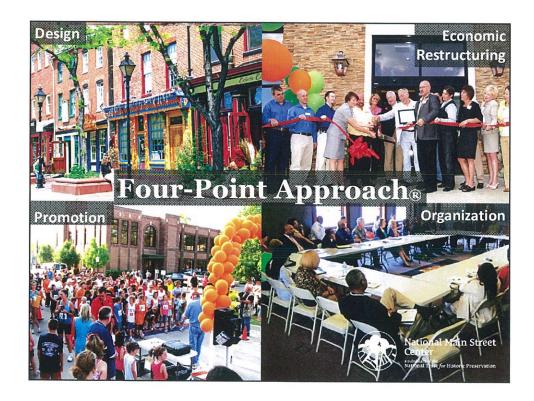






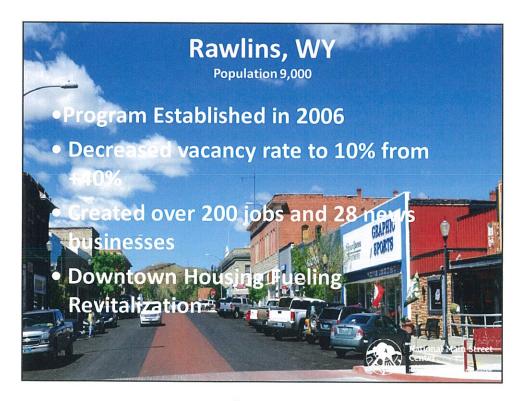


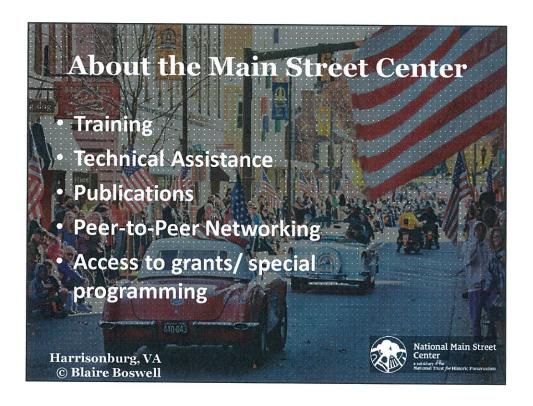


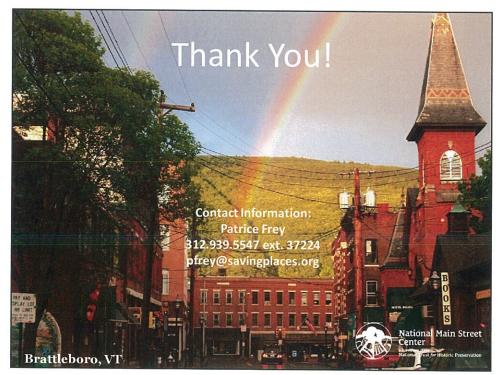


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6-13





Presentation to Nevada Senate Committee on Revenue and Economic Development

S.B. 51

Creates the Nevada Main Street Program within the Office of Economic Development of the Office of the Governor. (BDR 18-463)

Tom Dallaire, Gardnerville Town Manager Paula Lochridge, Main Street Gardnerville Program Manager

February 19, 2015

Vision Statement Experience the Past **Enrich the Present Embrace the Future**







What is Main Street?

- Organization National Main Street
- Methodology used to revitalize older, traditional business districts
- Network that connects communities, coordinating programs, and downtown professionals
- Brand that is a registered trademark and seen as the premier downtown revitalization program

Advocates a return to community self reliance, local empowerment, and the rebuilding of traditional commercial districts based on

Ground Rules for Main Street Revitalization Efforts

- · Historic preservation
- · Commercial development
- · Economic development
- · All inclusive Multi Use
- Main Street concepts transfer to the entire community
- · Main Street drives overall
- community improvement



· Main Street is NOT a merchant's association

Why is Downtown Important?



Downtown is a symbol of:

- -Community economic health
- -Partnership between the private sector and the public
- -Local quality of life
- -Community pride -Community history

Why is Downtown Important?





Downtown rehabilitation work stimulates the local economy.... Materials and labor for new commercial construction often come from out of town.

· Main Street grants, loans, design assistance and more

Why is Downtown Important?



Downtown can be a tourist destination and events attract new visitors

Heritage Travelers:

- · Spend 2.5 times as much money as other visitors
- Visit twice as many places
- Stay longer



Main Street Four-Point Approach® Simultaneous work in four broad areas:

- Organization getting the community working toward consensus
- Design getting the commercial district in top physical shape
- Promotion marketing the district's unique characteristics and assets
- Economic
 Restructuring: diversifying
 the district's economic base





National Main Street Community Criteria for Accreditation

- 1. Broad-based public and private support
- 2. Vision and mission statements
- 3. Comprehensive work plan
- 4. Historic preservation ethic
- 5. Active board and committees
- 6. Adequate operating budget
- 7. Paid, professional program director
- 8. On-going training for staff & volunteers
- 9. Reporting of key statistics
- 10. Current member of National Main Street Network

Necessary Ingredients for an Effective Commercial Revitalization Program





- · Broad-based public and private support
- · Strong Organizational Structure
- Sustainable programming

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Stages of Main Street Programs

- Catalyst Phase starting-up phase...
 volunteers on board believe in the vision
 - Often pioneer, visionary, and entrepreneurs eager to get the ball rolling.



- The volunteers on board believe in the results of what they have seen. They may have special skills that are needed for the duration of the major projects.
- 3. Maintenance Phase community is in good
 - health
 the role of volunteers may lessen, changing roles
 - Events are mature, projects need maintenance.







Engaging the community...

- · Business & property owners
- · Residents / consumers
- · Government (local, county, state)
- · Civic organizations / Social service agencies
- · Preservationists / Professionals
- · Economic/community development corp.
- · Financial institutions / utilities
- · Schools / Religious institutions
- Regional planners
- · Media
- Everyone!

- · The Leaders
- · The workers
- The Investors
- The Beneficiaries!





Mission Statement

The mission of the Main Street Gardnerville Program, in partnership with the town, county, business and community, is to revitalize downtown Gardnerville utilizing design, organization, promotion & economic district vitality to develop the unique identity and preserve the historic nature of our community.



Accomplishments Design • Sidewalk gallery • Installation of benches throughout the districts • Basque Mural Project

Accomplishments Design • Managed flower program • Received several grants for construction, or "growth" of Heritage Park Garden projects.



Accomplishments

District Vitality/Economic Restructuring

- •A complete Market Analysis was created.
- Revolving Loan Fund recipient increased jobs from three to 63 sold the business and remains on as CEO







Business Inventory Tracker

	2009	2010	2011	2012	2013	2014
Opened	7	13	19	14	16	15
Closed	2	12	3	6	10	4
Relocated Outside of District	2	0	2	1	0	1
Relocated Outside of Gardnerville	1	6	2	4	1	3
Relocated within District/Transfer of Ownership	0	3	0	3	6	5
Private Investment	0	4	17	14	16	13

Accomplishments

Organization

- · Action Plans and Strategic Plans.
- Trainings for Board Members, Volunteers, and Businesses conducted.
- · Organizes Membership/Sponsorship drives.
- 25,000 volunteer hours logged since 2009 at an approximate value of \$470,900.
- Presentations to local organizations.
- Annual Recognition Event held each year.





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Accomplishments

Promotions

- In 6 years, our Wine Walks generated close to \$80,000 in net income, 2009-2014.
- Cash Mobs increased foot traffic 20-50%.
- Partnered with the Town on various events.
- · Cross-promotion with other local organizations/groups.
- Continues to explore various ways to help promote the Main Street District including working with local businesses on co-op advertising efforts.







District Special Events

"Main Street Mingles"
Hold quarterly, 5-6:30 pm, at various locations
Heritage Park Gardens Spring Hickoff Event"
at Heritage Park Gardens, March
"Celebrating Success on Main Street"
Carson Valley Museum, April

Carson Valley Museum, April

"Thirsty Third Thursday Wine Walks"
The third Thursday of each month,
May-September
The Town of Garcherville's

"Movies in the Park"
at Horitage Park June - August
leritage Park Gardens Plant Exchange &
Open House"
at Horitage Park Gardens, May
sidom 5K Freedom Fun RuniWalk & Yankee
Doedle Dash!"
July 4" at Heritage Park

"Splash Dogs"

"Splash Dogs"
Carson Valley Dog Days of Summer event
Heritage Park, August

"Heritage Park Gardens Fall Harvest at Heritage Park Gardens, October "Earlier than the Bird"
Throughout the Main Street District, Nover "Small Business Saturday"
Throughout the Main Street District, Nover (in conjunction with CV Chamber of Commerciand American Express)
The Town of Gardenville's "Carson Valley Christmas Kickorf"
December at Heritage Park, 530 pm
This event includes a fireworks display "Werry Main Street"
December with a day full of special prome in the downtown district leading up to the Carson Valley Chamber of Commerce's Annual Parade of Lights.

More events to be announced soon.

More events and activities coming soon... More details on-line.

What's Next

- Further Development of Heritage Park Gardens
- Business Recruitment, Growth, & Training
- Develop a Specific Fundraising Strategy to Increas Self-Sufficiency
- Well designed, visually attractive, pedestrian friendly design & streetscape
- Restore Existing Building Stock



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Funding Sources

July 2013 - June 2014

- Town of Gardnerville \$64,000
- County's Economic Vitality \$10,000
- Membership \$1,283
- Merchandise Sales \$4,519
- Miscellaneous Income \$3,819
- Promotions \$15,916



For your convenience reservations may be made at the following locations:

Comfort Suites

121 E. Grand Avenue, So. San Francisco 650-589-7100

La Quinta Inn

20 Airport Blvd., So. San Francisco 650-583-2223 BCC meal reservations must be PREPAID by February 9, 2015. Checks should be made payable to the Basque Cultural Center and mailed in care of:

226 Bryce Avenue Anita Arduain

South San Francisco, CA 94080 650-583-7018 RSVPs can be made by email to RSVP@SFBCC.US

Name on

. 22

Reservation

Number

Saturday, February 14

\$30

\$10**

Sunday, February 15

**01\$ \$30

TOTAL

** Children under 12 years old. On Sunday children under 12 will get half a rack of lamb.

for the quarter century San Francisco Basque Artwork designed by history book of the Cultural Center AL GOLDEN



SERD MANIVERSARY OF THE BASQUE CULTURAL CENTER & & 2015 Program of Events &

CONGRATULATIONS TO THE BCC BIZI EMANKORRA RECIPIENTS 2015







ose Marie Miura

Pedro Salaburu

Kaiyet Sorhouet

Euskadiko Pilota Federakuntza: Representing the

Kabier Erostarbe Francisco Jauregi Unai Legarreta Kabier Urbieta **Xabier Santxo** Miguel Perez

from Kapito Harri ,Ustaritz: Yoko Garbi Players Ximun Destaillac **Bruno Irachabal Eneko Sarratia**

Saturday, February 14, 2015

3:00 pm: Pala with the San Francisco Junior Players

4:00 pm: Joko Garbi with the players from Kapito Harri

5:00 pm: Eskus Pilota with Euskadi Federation players

Admission: \$10 per adult for both games * FREE for 17 and under

Prepaid Reservations required Children under 12: \$10.00 Barbeque steak dinner Adults: \$30.00 6:30 pm:

8:00 pm: Dantzaldi to the Music of

Mixpirarrak Taldea

development of youth pilota at the Basque Cultural Center. * Admission fees will go towards the

SUNDAY, FEBRUARY 15, 2015

and croissants before Mass as a fundraiser to benefit the The Women's Club will be selling coffee, hot chocolate children and youth of the Basque Cultural Center.

Lastiri with the Elgarrekin Choir, Klika, Txistulari and Zazpiak Bat Dancers **Basque Mass celebrated by Father** 10:00 am:

2015 Bizi Emankorra Presentation:

Barbeque rack of lamb lunch Adults: \$30.00 1:00 pm:

Children under 12: \$10 (half a rack of lamb)

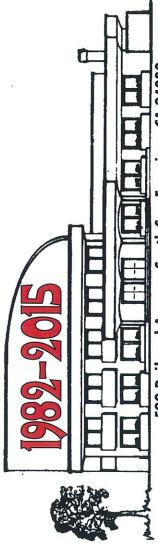
prepaid Reservations required

Yoko Garbi with Kapito Harri players 4:00 pm: Admission: \$10 per adult for both games st

FREE for 17 and under

Eskus Pilota with Euskadi Federation players

5:00 pm:



599 Railroad Avenue, South San Francisco, CA 94080



District Vitality Committee Action Plan-Revolving Loan Pool

District Vitality Budget Total

FY 2015-2016: \$3,000 FY 2014-2015: \$2,500

Responsible: District Vitality Committee-Margaret Pross & Marco Caldana, Co-Chairs

			7	BUDGET 50	\$0	
Ass	Assessing the need for increasing loan pool amount and interest rate	unt and interest rate	Strategic P	Strategic Plan Number:	1p	
ב צ	to assist with efforts to renovate buildings and provide micro-loans to businesses.	orovide micro-loans to	ı	Priority:		
	Action Step	Who's Responsible Start Date	 Start Date	Date Due	Date Done	Status/Comments
<u> </u>	Market RLF as a "tool in the toolbox" for businesses and property owners through the MSG website, press releases, etc.	Paula	Ongoing	Ongoing		On a 6 month basis.
<u> </u>	Revisit RLF guidelines/documents and interest rate annually and adjust as applicable	Margaret/Marco	02/01/12			Revisit these guidelines for both additional funding possibilities and also for monies that are being re-paid into our RLF account.

District Vitality Committee Action Plan-Benchmarking

Responsible: District Vitality Committee-Margaret Pross & Marco Caldana, Co-Chairs

BUDGET \$1,500	Strategy Number: 1	Strategic Plan Number:	Priority:		
	Develop a comprehensive benchmarking program consisting of at	Goal: least a business directory (updated semi-annually); an ownership	directory (updated annually); sales tax revenues (updated quarterly)	and property values (updated annually).	Action Ston
		Goal:			Step

1 #	Action Step	Who's Responsible Start Date	Start Date	Date Due	Date Done	Status/Comments
æ	Complete accurate inventory of 263 parcels in district (SF of building, condition, parking spaces, ownership, assessed value of land and buildings for past 3 years, etc). Include photos.	Paula/DV Comm	Ongoing	Ongoing		Land and property values, building conditions, hours, parking etc. Looking into utilizing students from DHS for this project.
7	Check with Center for Regional Studies to determine what type of reports would be available to us on the district. Such as employment and sales numbers.	Marco	12/01/12	Ongoing		Revisit: \$900 annual cost (employment-\$300 and sales \$600)
m	Research and possibly create an online, interactive business and vacancy directory that can be utilized by the public and perspective newcomers to the district.	Paula/Tom D.	06/01/13	Ongoing		Review status of GIS or Google Mapping with Eric Schmidt

FY 2015-2016

District Vitality Committee Action Plan-Investment Opportunities

Responsible: District Vitality Committee-Margaret Pross & Marco Caldana, Co-Chairs

DV Committee 03/01/13 Ongoing with DV Committee 03/01/13 Ongoing	Goal: Facilitate district business and property investment opportunities for both existing and new businesses. Strategy Number: Strategic Plan Number: Priority:	Act and new are trict busing and new orking related an aintain perty man for property man for property. Act Analysical Analysical property is another they are another to form they are another to form and public new assist in Property is another tracent.	ness and property investure by businesses. ion Step tionship with the brokerage of a close relationship with hagement companies by eetings operty owners so they know have a vacancy. Program of the string to put a positive owners on the benefits of earty owners to understand the property. It Analysis to owners of okers/managers when sloped to Organization of sloped to Organization of sund communications with	Who's Responsible Paula/Margaret/ Marco DV Committee/Dana DV Committee DV Committee DV Committee DV Committee	Strate Start [09/11 06/01 06/01 03/01 03/01	BUDGET \$500 egy Number: Priority: Date Due Date Ongoing Ongoing Ongoing Ongoing Ongoing	장 <mark> ロ </mark>	Status/Comments Dana will be the point person. Design should be involved with the window dressing design aspect. The development of the GIS program from Strategy #2, Step # 3 will enable us to do this. Obtain non-resident property owner information from ToG. Develop relationships. Update information in preparation for printing
	Who's Responsible Start Date Start Date Date Done Paula/Margaret/ Marco 09/11/12 Ongoing DV Committee/Dana 06/01/13 Ongoing bV Committee 06/01/13 Ongoing bV Committee 12/01/12 Ongoing bV Committee 03/01/13 Ongoing DV Committee 03/01/13 Ongoing DV Committee 03/01/13 Ongoing	loping nic y business	Focus on developing niche of similar and/or complementary businesses (nodes) for critical mass.	DV Committee	01/12/10	Ongoing	Ongoing	Update base maps for in-house use.
Provide copies of Market Analysis to owners of	Who's Responsible Start Date Start Date Date Due Date Done Paula/Margaret/ Marco 09/11/12 Ongoing DV Committee/Design Committee/Dana 06/01/13 Ongoing DV Committee 06/01/13 Ongoing	ident propeir vacant	erty owners to understand the property.		12/01/12	Ongoing		Obtain non-resident property c information from ToG. Develorelationships.
nd the DV Committee 12/01/12 Ongoing	Action Step Who's Responsible community and maintain a close relationship with the brokerage downtown property management companies by setting up one-on-one meetings Who's Responsible Start Date Date Due Date Done Date Date Date Date Date Date Date Dat	t Analysi property	s to allow MSG to educate owners on the benefits of	DV Committee	06/01/13	Ongoing		
of DV Committee 06/01/13 Ongoing and the DV Committee 12/01/12 Ongoing	Action StepWho's ResponsibleStart DateDate DueDate DoneFacilitate a working relationship with community and maintain a close relationship with downtown property management companies by setting up one-on-one meetingsPaula/Margaret/Margaret/ Marco09/11/12Ongoing	am for pr /hen they e "window cancy.	operty owners so they know have a vacancy. Program dressing" to put a positive			Ongoing		Dana will be the point person. I should be involved with the win dressing design aspect. The development of the GIS program Strategy #2, Step # 3 will enable of this.
by Committee/Design 06/01/13 Ongoing Committee/Dana DV Committee 06/01/13 Ongoing the DV Committee 12/01/12 Ongoing	Action Step Who's Responsible Start Date Due Date Done	orking rela d maintai perty mai	tionship with the brokerage a close relationship with agement companies by ectings	Paula/Margaret/ Marco	09/11/12	Ongoing		
Paula/Margaret/ 09/11/12 Ongoing Marco 06/01/13 Ongoing DV Committee/Dana 06/01/13 Ongoing DV Committee 06/01/13 Ongoing DV Committee 12/01/12 Ongoing		Ac	ion Step	Who's Responsible	Ī	Date Due	Date Done	Status/Comments
Strategy Number: Strategic Plan Number: Priority: Priority:					-	BUDGET	\$500	

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District Vitality Committee Action Plan- Recruiting Strategies

Responsible: District Vitality Committee-Margaret Pross & Marco Caldana, Co-Chairs

			i	BUDGET \$1,000	\$1,000	
Goal:	Revise market analysis to develop recruiting strategies focusing o start-ups from nearby communities and home based businesses if applicable.	egies focusing on ed businesses if	Strategic Pl	Strategy Number: Strategic Plan Number: Priority:	1 119	
Step #	Action Step	Who's Responsible Start Date Date Due Date Done	Start Date	Date Due	Date Done	Status/Comments
~	Focus on visiting businesses outside the district/in surrounding areas as "secret shoppers"	DV Comm	07/01/13	Ongoing		Review plan of action as to which businesses and what types of businesses would be beneficial to recruit to our district.
2	Create a recruitment strategy and packets of information showing potential new businesses "What's in it for them" to relocate to the Main Street District.	DV Comm	07/01/14	Ongoing		Review plan of action as to which businesses and what types of businesses would be beneficial to recruit to our district.

Organization Committee Action Plan - Plan Development and Implementation

Org Budget Total

FY 2015-2016: \$6,100 FY 2014-2015: \$7,100

Responsible: Organization Committee

Goal: annual basis, reviews their specific action plan quarterly Ensure each committee develops an action plan on an

and update as needed.

\$300 BUDGET Strategy Number: Strategic Plan Number

Priority:

Status

Action Step Step #

Who's

Start Date

Date Due

Date

		Responsible			Completed	Sign
1	Conduct annual action plan development meeting and include specific training for new board members.	Each Committee Organization	Ongoing	Ongoing	•	Annually in first quarter months.
2	Draft plan for MSG Board review.	Committee Chairs	Ongoing	Ongoing		Annually in first quarter months.
3	Review plan prior to adopting.	MSG Board	Ongoing	Ongoing		Annually in first quarter months.
4	Allow public input at MSG Board meetings.	MSG Board	Ongoing	Ongoing		Annually in first quarter months.
5	Adjust plan per public input and publish once finalized.	MSG Board and Program Manager	Ongoing	Ongoing		Annually in first quarter months.
9	Implement action plan and conduct quarterly reviews at the committee and board level to track progress.	Committee Chairs	Ongoing	Ongoing		

Organization Committee Action Plan - Internal Controls

ommittee
Organization C
Responsible: (

December/January, working closely with the Town Board Maintain strong internal controls for financial purposes, Goal: including an internal budget process; updated in and its administration.

BUDGET \$0 - Covered

Strategy Number: Strategic Plan Number Priority: Status

	Doto Dono	Date Dolle
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	Action Ston	dello llotta
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0.00	Date Done
Doto Diio	Dale Due
Ctort Date	Staff Date
Who's	Responsible

	dana namar	Responsible	otalt Date	Start Date Date Due	Date Dolle	Status
1	After reviewing the action plan, determine a budget that will be suitable for the needs of the plan.	MSG Board	03/17/16	04/01/16		
2	Review proposed budget with Gardnerville Town Board to secure support.	Board President Program Manager	04/07/16	04/07/16		
3	Final budget to Gardnerville Town Board.	Board President Program Manager	04/01/16	04/07/16		
4	Update and revise policy manual as necessary.	Board/Program Manager	09/01/09	Ongoing		

Organization Committee Action Plan - CPA

Responsi	Responsible: Organization Committee	ω		BUDGET	\$0 - Covered	BUDGET \$0 - Covered by Professional Services Budget Line
			Strat	Strategy Number:	က	
Goal:	Goal: Retain CPA for completion of taxes.		Strategic	Strategic Plan Number	2a	- The state of the
				Priority:	3	
			-			
Step #	Action Step	Who's Responsible	Start Date Date Due	Date Due	Date Done	Status
_	Select a qualified bookkeeper to work with CPA.	MSG Board	Ongoing	Ongoing		
2	Work with CPA.	Board President Program Manager	Ongoing	Ongoing		CPA will continue to do our taxes if we work with a qualified bookkeeper to organize the data.
ო	File tax returns for 2015.	Board President Program Manager CPA	Ongoing	04/15/16		

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Organization Committee Action Plan - Fundraising Plan

					Status	1777	
\$1,100	4	16	_		Date Done		
BUDGET	Strategy Number:	Strategic Plan Number	Priority:	•	Date Due	Ongoing	Ongoing
	Strat	Strategic			Start Date Date Due	07/01/15	Ongoing
Φ.	00 30310	cuses on			Who's Responsible	Org. Committee	Org. Committee
Responsible: Organization Committee	Refine major fundrajejna plan that footbase on	sponsorships and underwriters as well as memberships	for our program.		Action Step	Conduct annual review and update of fundraising plan.	Update current sponsors/underwriters
Responsit		Goal			Step #	1	2

Organization Committee Action Plan - Committee Structure

Responsib	Responsible: Organization Committee
	Maintain a committee structure within the board, per the
Goal:	Goal: by-laws of the organization; at least one committee for
,,	each of the four points of Main Street, with a board
	member on each committee, preferably serving as the
	chairperson.

Status	Or with installation of new board members.			
	Or with installa members.			
Date Done				
Start Date Date Due	06/30/16		06/16/15	
Start Date	07/01/15	Ongoing	06/16/15	
Who's Responsible	MSG Board	Program Manager Town Board	MSG Board	
Policy Step	Review committee structure.	Appointments by the Town of Gardnerville Board	Board Elections	
Step #	_	2		

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Organization Committee Action Plan - Communication Tools

BUDGET \$2,000	Strategy Number: 6 eagic Plan Number 5	Priority: 1	Date Due Date Done Status	Ongoing	06/30/16	Ongoing
	Strategy Number: Strategic Plan Number	1	Start Date Do	Ongoing	07/01/15 0	5/1/2014 C
o.	ol allowing the Main	and regularly with	Who's Responsible	Organization and Technical Advisor(s)	Program Manager/Organization Committee/Board Designee	MSG Board Members
Responsible: Organization Committee	Goal: Naintain a regular communication tool allowing the Main	Sueer board to communicate quickly its stakeholders.	Action Step	Complete an Annual Report and post on web and report to Town Board of Directors.	Speak to service clubs, churches, senior centers, and at Movies in the Park, Minden Concerts, etc. to promote MSG.	Work cooperatively and communicate
Responsib	Goal:		Step#	-	2	က

9

Organization Committee Action Plan - Program Manager

Goal: Maintain and clearly define the role of the program manager. Review progress on an annual basis. Responsible: Organization Committee

BUDGET \$0

Strategy Number: 7

Plan Number

Priority: Ongoing

	ale Due Dale Done Status	02/10/16 Yearly Review	06/30/16
0.000	Start Date Date Due	01/01/16	03/01/16
Who's	Responsible	Board President Board Vice President Town Manager	Board President Board Vice President Town Manager
Action Ctory	dais light	Program manager review.	Report to MSG Board.
Cton #	# dano	_	2

2/25/2015

FY 2015-16

Organization Committee Action Plan - Training

Responsi	Responsible: Organization Committee			BUDGET	*\$7,500	
			Stra	Strategy Number:	8	
Goal	Goal: Maintain ongoing training for Board of Directors and	f Directors and	Strategic	Strategic Plan Number	9	
	Program Manager.			Priority:	Priority: Ongoing	
			Č			
Ston#	Action Stor	Who's	400			Č
# do	date light	Responsible	Start Date	Start Date Date Due	Date Done	Status
-	Attend 2016 National Conference.	MSG Board	Ongoing	Ongoing		Annual during the Spring
7	Attend grant writing workshops/classes.	Board Designee Program Manager	Ongoing	Ongoing		
3	Training for MSG Board.	Board Designee Program Manager	Ongoing	Ongoing		Researching
4	Attend Rural Round Up-2016	Program Manager	Ongoing	Ongoing		

*This budgeted amount is divided into two other budget lines: Travel: \$4,750.00 and Training: \$2,750.00

9/15/2015

8/18/2015

TBA

When available

Board Designee Program Manager

Attend CA Downtown Assoc. or MS CA

Conference.

2

Select a candidate from MSG to attend

the Chamber of Commerce's

9

Leadership Program. Complete annual retreat.

1

6-36

6/30/2016

7/1/2015

Board/Program Manager

Organization Committee Action Plan - Business/Property Owners & Volunteers

						s S								
					č	Status								
\$200	6	9	2			Start Date Due Date Done	- Indiana sa indiana s				***			
BUDGET	Strategy Number:	Strategic Plan Number	Priority:			Date Due	2000	BIIIOBIIO 		Bulgalia	200	gillogilo		Ongoing
,	Stra	Strategic		•	1	Start Date	07/04/4 E	21/2/20	07/04/46	61/10//0	07/04/46	61/10/70		07/01/15
Э		al development for	d volunteers.		Who's	Responsible	Organization	Committee	Organization	Committee	Organization	Committee		Organization
Responsible: Organization Committee		Goal: Provide opportunities for professional development for	MSG members, property owners, and volunteers.		, , , , , , , , , , , , , , , , , , ,	Action Step	Provide information to businesses and	volunteers.	Develop workshops for	businesses/volunteers as need arises.	Conduct a minimum of one workshops	per year.	Collect and review feedback on	workshops and modify workshop
Responsit		Goal:			* 400	# daic	7	•	C	7	c)		4

content as necessary.

Organization Committee

Φ

Organization Committee Action Plan - Business and Volunteer Recognition

Responsi	Responsible: Organization Committee			BUDGET	\$2,500	
Goal:	Host annual volunteer and business recognition	ecognition event.	Strat	Strategy Number: Strategic Plan Number Priority:	10	
Step#	Action Step	Who's Responsible	Start Date	Start Date Date Due	Date Done	Status
~	Conduct annual volunteer and business recognition activity.	Org. Committee	10/01/15	04/30/16		Held each April
7	Review event attendance and scope of recognition and draft recommendations for the following year's event.	Org. Committee	5/1/2016			
3	Draft written procedures for the planning and execution of the event.	Org. Committee				Completed

10

FY 2015-2016

Design Committee Action Plan--Technical Assistance

Design Budget Total

2015-2016: \$17,300

2014-2015: \$17,300

Respo	Responsible: Design Committee		BUDGET	GET	\$300	
Goal	Goal: Provide technical assistance to 3 businesses and/or 3 property owners in maintaining their buildings and land appropriately.	and/or 3 property nd appropriately.	Strategy Number: Strategic Plan Number: Priority:	Strategy Number: egic Plan Number: Priority:	3 3a	
Step#	Action Step	Who's Responsible	Start Date	Date Due	Date Done	Status
1	Distribute copies of the Design Guidelines to those with interest and need	Stephanie	Ongoing	Ongoing		
2	Meet with property owners of dilapidated buildings to determine levels of interest in working with MSG	Design Committee	Ongoing	Ongoing		
3	Locate and work with qualified historic based architect in assisting property owners	Design Committee	Ongoing	Ongoing		Robbie Oxoby is available as needed
4	Work with graphic artist that can take digital photos and manipulate them to show what can be accomplished to property owners and the community	Carol L.	Ongoing	Ongoing		as needed for each project
R	Assist property owners with maintenance by coordinating work teams to clean, paint, maintain structures in the district whose owners are not physically and/or financially able to perform needed maintenance.	Design Committee	Ongoing	Ongoing		
	6					

FY 2015-2016

Design Committee Action Plan--Streetscape

2/25/2015

Respo	Responsible: Design Committee		BUD	BUDGET	*\$5,000	
Goal	Assist the Town administration with continued streetscape Goal: improvements including the highest level of cleanliness and well	streetscape anliness and well	- Strategic Pla	Strategy Number:	Strategy Number: 1 1 14 16 16	14
	maintained public investments, more consistent signage and 10	t signage and 10		Priority:		
	additional pieces of street furniture		•			
Step #	Action Step	Who's Responsible	Start Date	Date Due	Date Done	Status
emi	Secure sponsors for benches and plaques	Stephanie/Carol S/Paula/Design Committee	Ongoing	Ongoing		Sponsors will be presented with a certificate at each bench warming event.
2	Placement & installation of benches	phanie/Carol S./Geoff/T	as needed	Ongoing		Possible additional costs for installation and easements
m 6-40	Maintain Kiosk	Sommittee & Promo Co	Ongoing	Ongoing		Design Committee responsible for overall maintaining of Kiosk while Promotions Committee responsible for keeping the information updated.
4	Research gateway signage need for MSG south entrance and obtain bids and possible funding options	Carol/Jennifer/Tom	Ongoing	Ongoing		To include gateway signage possibilities at Gardnerville Station.
ιĊ	Update Sidewalk Gallery on empty bldg. at the corner of Main and Eddy Streets as needed.	Stephanie	Ongoing	Ongoing		Working with DHS Photo Club and other organizations on this project
9	Plan and execute Town "Clean-up" Day	Paula/Carol/Tom	7/1/2015	2/1/2016		Determine date(s) and needs with Town. Recruit volunteers as needed. Weather & scheduling premitting.
7	Purchase banner flags to install 2015	Carol/Tom/Paula/Yu	Ongoing	8/1/2015		Coordinate efforts with the Carson Valley Visitors Authority and Towns. (*Possibly up to \$4,000 needed for this project.)

Design Committee Action Plan--Streetscape - Continued

∞	Basque mural placement within the district in 2015	Design Committee, Organization Committee & Town	Ongoing	9/1/2015	Once funding is aquired, Design will coordinate with artist and building owner for creation and easement paperwork.
6	Future Murals creations and placement within district 2015/2016	Stephanie/Design Committee & Paula	Ongoing	Ongoing	possible new Murals, coordinated with artist and building owners also including permits thru county

*If \$4,000 is not entirely used for the banners project, the remaining money will go back into the general fund

Design Committee Action Plan--Flowers

Respo	Responsible: Design Committee/Flower Committee	ımittee	BUD	BUDGET	\$7,000	
			Strategy	Strategy Number:	3&4	
Goal:	Goal: Manage and improve the flower programs for MSG	SG	Prio	Priority:	T	
				•		
Step #	Action Step	Who's Responsible	Start Date	Date Due	Date Done	Status
~ 1	Recruit "Gardeners of Gardnerville" volunteers	DC&FC Chairs	Ongoing	Ongoing		Currently 20 active members; 7 FYI only
2	Make contact with flower providers for 2016 and sign MOUs for both baskets and AAPots	Linda Dibble	10/1/2015	2/1/2016		
m	Provide/Manage 68 Hanging Flower Baskets in Main Street District	Flower Comm.	Ongoing	9/30/2015		Total production cost is \$3740 (68 × \$55). Total revenue has not been calculated as of this input date since donation per basket will increase from \$85 to \$95 as of 3/1/2015.
6 √	Provide/Manage 62 Adopt-a-pots within Main Street District	Flower Comm.	Ongoing	June 2016		Total production cost is \$1550 (62 \times \$25). Total revenue would be \$2480 if all 62 are adopted at \$40 each.
\$ \$\f2	Organize removal of 2015 baskets and adopt-apots with town & volunteer assistance in fall of 2015	Flower Comm/Town	Fall 2015	Fall 2015		Empty pots and baskets and clean for storage
9	Organize delivery of 2016 baskets and adopt-a-pots with town & volunteer assistance	Flower Comm/Town	5/1/2016	6/15/2016		
7	Plan & Host Flower Sponsor Thank You Activity	Linda & Flower Comm.	Fall 2015	Fall 2015		Estimated cost is \$100. May choose to send special Thank You notes again this year thus changed this from even to activity.
∞	Maintain plantings in Eddy St. planter	Flower Comm.	Ongoing	Ongoing		Estimated cost is \$100. Volunteers continue to maintain the planter.
6	Design/Create a "Flower Tree" for Historical Society 2015 Gala Tree Event	Flower Comm.	6/1/2015	11/30/2015		Great publicity for both MSG and the FC. Flower Committee volunteers would like to do this again for 2015.
10	Design, create, and print book markers promoting FC projects	Linda	6/1/2015	12/1/2015		Design complete. ~\$100 printing cost
	1 2 C - 1 C					the state of the s

Board Approved: 2-17-2015

Design Committee Action Plan--Flowers, continued

11 Identi					
	dentify new possibilities to keep "Main Street				Members are encouraged to present
"m Bloom"	"mo	Flower Comm.	Ongoing	Ongoing	new ideas for consideration by FC,
	American Company Compa	T T T T T T T T T T T T T T T T T T T			Design Committee & Board.
					Possible costs would be shared with
12 Hiring	Hiring of Seasonal to water flowers baskets	Tom, Paula & Steffanie Summer 2015 Fall 2015	Summer 2015	Fall 2015	Promotion Committee on a
	The state of the s				percentage base.
Identii	Identify a location and create a "photo op"				A way to encourage visitors to stop
13 space	space with smaller hanging baskets and pots	Linda/Flower Comm.	Ongoing	Ongoing 5ummer 2015	and capture themselves alongside
for vis	for visitors to capture the moment.				the flower baskets.

2

Design Committee Action Plan--Heritage Park Gardens

Responsible: Design Committee/HPG Committee

Goal: Goal: Master Plan for "Heritage Park Gardens" and continue with garden installation to provide opportunities for community involvement including educational experiences.

BUDGET \$5,000
Strategic Plan Number: 2a-2f
Priority:

Step #	Action Step	Who's Responsible	Start Date	Date Due	Date Done	Status
1	Continue infrastructure installation and maintenance as per Master Plan (earthwork/grading, trenching, irrigation needs)	HPG Committee, Town	07/01/15	Ongoing		
2	Maintain labyrinth; create a brochure & signage; information kiosk.	HPG Committee, Town	07/01/15	Ongoing		
3	Provide growing spaces to local youth groups	HPG Committee	07/01/05	Ongoing		1 Boy Scout Troop and 2 Girl Scout Troops are participating in 2015
4	Create Demonstration Garden spaces	Carol/Committee	2015/16 season	Ongoing		Master Gardeners planting special demo space. Also Square Foot Gardening demo by Committee. Suggested tomato demo space.
6.44	Identify and apply for funding-grants, donations, sponsors	Carol/Paula/ Org. Committee & GCEC	Ongoing	Ongoing		
6	Rent availble raised beds for FY 2015-16	Carol/HPG Committee	Ongoing	Ongoing		Rental fees based on size: small-\$30, medium-\$50, large - \$70
7	Continue insurance coverage for garden participants	Paula	Ongoing	Ongoing	2	
&	Make quarterly report to the Town Board on progress	Carol Sandmeier	Ongoing	Ongoing		
6	Hold regular work days to involve community; plan activities and publish schedule in advance.	Ron James, Carol Sandmeier & Committee	Ongoing	Ongoing		Involve local youth groups when possible
10	Hold annual special events to increase community engagement and to provide educational experiences. Conduct post-event reviews and compile recommendations for the next FY.	Committee	Ongoing	Ongoing		Fall Harvest Celebration, Spring "Community Gardening Day", May Plant Sale & Open House, New Year's Eve Candlelight Labyrinth Walk

FY 2015-2016

Design Committee Action Plan--Heritage Park Gardens, continued

11	Participate in public programs to increase awareness of HPG/MSG programs	HPG Committee	Ongoing	Ongoing		Set up booth at community events
12	Create "Garden Goodies"/"Yard Art" available for donations at local events	Sandi Morrison & Committee	Ongoing	Ongoing		All items will be garden related
13	Grow and deliver food to local Food Closet	Committee	summer 2015	10/01/15		Encourage plot people to share surplus, HPG Comm. will plant for Food Closet in any open spaces
14	Beautify HPG area with flower plantings	HPG & Flower Committees along with the Community	Ongoing	Ongoing		Use plants donated by community
15	Continue construction and implementation of Children's Garden area as per the approved design and USDA Grant requirements, including educational programming component	Committee, Town, contractors and Fundraising Committee	\$1/10/20	Ongoing		workshops to be held on 3rd Sat. from March through September
16	Develop "Sharing Gardens" program as per USDA Grant requirements	Steering Committee	07/01/15	3 yrs. Ongoing grant		Working with Social Services and Food Closet reps to plan project
17	Repair and replace fencing around growing spaces	Ron/Carol/Committee	2015/16	Ongoing		on as needed basis
18	Have Sat. morning "Meet and Greet" hours (9 a.m. til noon)	Ron/Carol/Committee	2015	summer		need a consistent presence in the gardens on weekends
					-	

Design Committee Action Plan--Fronton Court

anie/ anie/ anie/ anie/	Respo	Responsible: Design Committee		BUDGET	GET .	n/a	THE CONTRACTOR OF THE CONTRACT
Court and possible National and International Tournaments to the district. Brainstorming sessions with invested Tom/Paula/Stephanie/ Partners/steering committee members Analyze the Opportunity Analyze the Opportunity Organize with chairs/champions for each phase Tom/Paula/Stephanie/ Raren Craig of the project Strategize Mobilize others from the community into action Mobilize others from the community into action Raren Craig Tom/Paula/Stephanie/ Raren Craig Tom/Paula/Stephanie/ Raren Craig Tom/Paula/Stephanie/ Raren Craig Tom/Paula/Stephanie/ Raren Craig	ייי	Assist various partners in developing a plan	to bring a Fronton	Strateg	Strategy Number:	4	
Brainstorming sessions with invested partners/steering committee members Raren Craig partners/steering committee members Raren Craig Earn Craig Companies with chairs/champions for each phase Craig Confine project Confine Community into action Confine Confine Community into action Confine Confi	09 0	Court and possible National and Internation the district.	al Tournaments to	Strategic Plan Number: Priority:	In Number: Priority:	4a-4c	
Brainstorming sessions with invested partners/steering committee members Analyze the Opportunity Organize with chairs/champions for each phase of the project Strategize Mobilize others from the community into action Raren Craig Tom/Paula/Stephanie/ Karen Craig				_			
Brainstorming sessions with invested Tom/Paula/Stephanie/ partners/steering committee members Karen Craig Analyze the Opportunity Raren Craig Organize with chairs/champions for each phase Tom/Paula/Stephanie/ of the project Tom/Paula/Stephanie/ Strategize Karen Craig Mobilize others from the community into action Karen Craig Tom/Paula/Stephanie/ Karen Craig Tom/Paula/Stephanie/ Karen Craig Tom/Paula/Stephanie/ Karen Craig Tom/Paula/Stephanie/ Karen Craig	Step#		Who's	Start Date Date Due	Date Due	Date Done	Status
Analyze the Opportunity Organize with chairs/champions for each phase of the project Strategize Mobilize others from the community into action Analyze the Opportunity Karen Craig Tom/Paula/Stephanie/ Karen Craig Tom/Paula/Stephanie/ Karen Craig Tom/Paula/Stephanie/ Karen Craig Karen Craig Karen Craig	₽	Brainstorming sessions with invested partners/steering committee members	Tom/Paula/Stephanie/ Karen Craig	Ongoing	TBD		Partners include: Town of Gardnerville, Lisa Granahan (Douglas County), Dominique Etchegoyhen (Legacy Land and Water/Basque Community Representative), AJ Frels (CVVA), Karen Craig (Greative Cities/Bently), Xabier Berrueta (USA Pelota Federation President), Pat Atkinson (Nevada Arts Council) and members from the local Basque Club.
Organize with chairs/champions for each phase Tom/Paula/Stephanie/ of the project Strategize Mobilize others from the community into action Tom/Paula/Stephanie/ Karen Craig Tom/Paula/Stephanie/ Karen Craig	6-46 2	Analyze the Opportunity	Tom/Paula/Stephanie/ Karen Craig	Ongoing	TBD		Tara/AJ to research possible volleyball connection; Town to do a site evaluation and help with construction estimate phase; AJ to research grants and possible Basque related events; Lisa to assess what part the County can play in all this; Dominique to engage some key players in the Basque Community.
Strategize	က	Organize with chairs/champions for each phase of the project	Tom/Paula/Stephanie/ Karen Craig	TBD	TBD		
Mobilize others from the community into action Karen Craig	4	Strategize	Tom/Paula/Stephanie/ Karen Craig	TBD	TBD		
	5	Mobilize others from the community into action	Tom/Paula/Stephanie/ Karen Craig	TBD	TBD		



Heritage Park Gardens Committee

Tuesday, February 10, 2015 - Minutes

Minutes - HPG Committee meeting - Tues, Feb 10

1. Misc business:

- a. Carol reminded everyone of the importance of filling in time sheets, and noting any time spent on the Children's Garden and the new Sharing Garden.
- b. Volunteer Recognition Nomination forms were passed out, and the date of the event is April 22nd.
- c. A handout on the Bartley Ranch Education series was passed out, and a sign up for car pooling was passed around.
- d. There was a discussion of the Guidelines and Rules Agreement for the leased beds, and a few changes were suggested.
- e. The 2015/16 Action Plan was discussed, and suggestions made for new and deleted items.
- f. Updating the brochure for 2015 was continued for a later meeting.
- g. The Chamber of Commerce has Community Service Volunteers available for our projects.

2. Action Items:

a. Special Event Plan for March 7 Garden Opener/Community Gardening Day:

The time of the event was set at 1 - 3 PM, with set up starting at Noon. We will set up 2 tables and a canopy; Carol, Sally and Ron will assist in signing up new garden leases; Karen will assist with Garden Goodies; and Sandi will direct painting the pavers yellow, red, green and blue. Barb and Vicki will assist with the Children's Workshop sign-ups, and Vicki will handle publicity. Yu will discuss square foot gardening. We will have water and cookies. Ken will be by the labyrinth and hand out labyrinth info.

We will make signs that show the gardens that are taken and which are available. We will hand out save the date flyers for the plant sale.

b. Children's Garden:

The planning team meeting was held February 16. The brochure, workshop plans and signup forms are to be be completed by March 7. A flyer will be available for sharing throughout the community. The fence for the teaching corner will be installed shortly, and there are preliminary plans for the white fencing around the perimeter.

c. Sharing Gardens:

Carol will be arranging for 3 quotes on the chain link fencing, and Tom will be leveling the area with the bobcat. He'll also pull out the t-posts and remains of the tree stump. Carol's developed a tentative plan for arranging the 5 beds on the site, and it will allow the frost-proof faucet and irrigation boxes to be outside of the fence line. A meeting of the mentors and the 5 families is set for February 24, with Sally, Noni, and Susan representing three of the five mentors. Two more will be needed.

d. Reorganizing the existing garden plots:

Jeff will be drafting a layout of the garden plots including the new beds. Carol is in contact with last year's users, and has interest from several new users for the coming year.

- e. The Eagle Scout Foot Bridge project is on schedule, with preliminary work to start Feb. 28.
- f. Tom is working on a large log bench which will be placed in or near the Children's Garden.

Main Street Gardnerville

Ph: 775.782.8027 1407 Main Street (Hwy 395 N), Gardnerville, NV 89410

Fax: 775.782.7135

www.mainstreetgardnerville.org

Main Street Gardnerville is a 501c6 corporation and an equal opportunity provider and employer.

g. The hoop house was irreparably damaged during the recent wind storm, and it will be dismantled shortly. Drip lines, pallets and weed cloth will be recycled next to the shed, and the plastic sheeting cover will be saved as well.

(minutes submitted by Ron James)

HPG Dates:

Friday - Feb 20 - Rock Painting - 10 AM

Tuesday - Feb 24 - "Sharing Gardens" Meeting

Saturday - February 28 - Workday (weather permitting) 10 AM

Saturday - March 7 - Garden Opener/Community Gardening Day

Tuesday - March 10 - HPG Committee Meeting 3 PM - Town Offices



Children's Garden Meeting Minutes (February 16, 2015)

1. Progress Report on fencing, etc. at the Children's Garden

- a. Carol provided a report on her meeting with Tom. They discussed grading needed for the fence panels for the teaching corner. She has arranged with Ron to mark the locations of the fence posts, and town staff will dig the holes for the posts. Tom did not think a permit is required for installing the fence panels as well as the hut.
- b. Carol suggested working on the children's hut at next workday (Feb. 28th).
- c. Sign painting (pavers) for the Alphabet garden will be take place on Community Gardening Day (March 7th). Yu will coordinate with Sandi to check on paint/supplies on hand and purchase additional supplies needed. Vicki volunteered to prepare press release for this event. Other activities include: sign up for the education program; sign up for a space in the community garden; painting the pavers; garden goodies; square foot garden demonstration. Yu will work on a flyer for this event.
- d. The group discussed revising class schedule, including adding a workshop in August. It was decided that we will not have a formal workshop but will ask the participants to come back to the garden one day in August to harvest—the date is TBD.

2. Brochure/Promotion/Recruitment

- a. Reviewed draft registration form prepared by Vicki. She also created information sheet to be distributed at the parent/guardian orientation planned for the first day of the series (March 21st). Theses documents will be forwarded to Paula and will be presented to the MSG Board for their approval at the next meeting on Feb 17th.
- b. Yu presented draft full page flyer for review. She will updated it and will reflect the inputs provided by the group. She will also work on rack cards.
- c. The group discussed strategies for participant recruitment. The suggested strategies include: a special article in R-C; post flyers on the info. Kiosk on Main Street, the new community center, the library, the Carson Valley Food Closet, Starbucks bulletin, and GE break room; rack cards (Visitors Authority/Chamber); MSG's email blast/facebook; email to HPG's contact list, GreenACTnv (formerly known as SLRER-the organizer of Green Living Festival); providing hard copies to teachers at the local schools. It was discussed that we will initially print 100 copies of the full page flyer & 50 sheets of the half page flyer (total100 copies). The rack cards will be printed on the cardstock paper—Yu will check her supply at home.

3. Budget

- a. It was reported the last month's expenditure was \$155.81 and there is approximately \$2,100 left in the budget (Specialty Crop grant).
- b. We discussed supplies needed. Yu will maintain a master list. The group will meet on March 18th to visit local vendors to purchase these supplies.

4. Additional Documentation requirements

- a. Vicki/Barbara will utilize the format they are familiar with to keep attendance records.
- b. Yu suggested having a sign in sheet. She will create a draft and send to the group for review.
- c. Pre-class questionnaire (per grant requirement on project evaluation) Vicki put together was reviewed. This document is intended to capture class participant's preference on vegetables/fruits and will be distributed prior to the first workshop.

Next meeting: Tuesday, March 10th at 2 pm.

Community Gardening Day

Gardens

Paint Signs in the Alphabet Garden

for

Workshops

Gardening

Sign up for
Garden Space in
the Community
Garden

Information on Square Foot Gardening



For more information, please contact Carol at cjsandmeier@aol.com or Main Street Gardnerville at (775)782-8027

Goodies Goodies

Visit our website!
www.mainstreetgardnerville.org



6-50

Sign up for Children's



Press Release: Community Garden Day at Heritage Park Gardens

Release Date: February 26, 2015

Contact: Paula Lochridge, Program Manager

Phone: 775.782.8027

E-Mail: plochridge@mainstreetgardnerville.org

Main Street Gardnerville's Heritage Park Gardens Hosts a Community Garden Day



Heritage Park Gardens is hosting a Community Gardening Day as their season opener on Saturday, March 7th from 1-3 pm with activities for the whole family.

Sign-ups for garden plot rentals for the 2015 growing season will be taken, with a variety of sizes and prices available. First come, first serve to reserve the bed of your choice.

There will also be signups for a series of free monthly workshops for children, running April

through September in the new Children's Garden. The goal is to not only teach them how to successfully garden in Northern Nevada, but to improve nutrition by exposing them to a variety of vegetables and fruits, along with ideas on tasty ways to prepare them. These workshops are made possible by a USDA Specialty Crops Block Grant.

Children are welcome to help paint letters on pavers in the Alphabet Garden – paints, brushes, and aprons will be provided. There will be a Square Foot Gardening demonstration, showing how to maximize growing in a small space. And as always, our handmade Garden Goodies will be available.

Ph: 775.782.8027



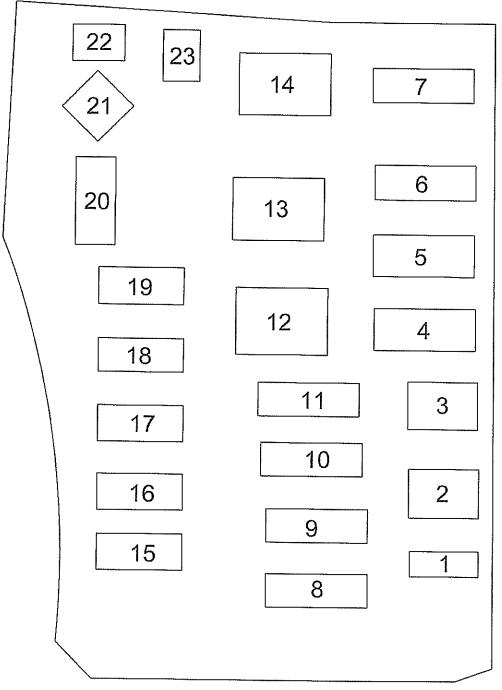
Fax: 775.782.7135

Main Street Gardnerville is a community based self-help program with various members of the community volunteering to revitalize the downtown district. For more information on the gardens or the program, please contact Carol Sandmeier at cjsandmeier@aol.com or Main Street Gardnerville at 782-8027 or line@MainStreetGardnerville.org. For more information on the Main Street Gardnerville Program. Please visit our website at www.MainStreetGardnerville.org.

Main Street Gardnerville 1407 Hwy 395 N, Gardnerville, NV 89410

Heritage Park Garden

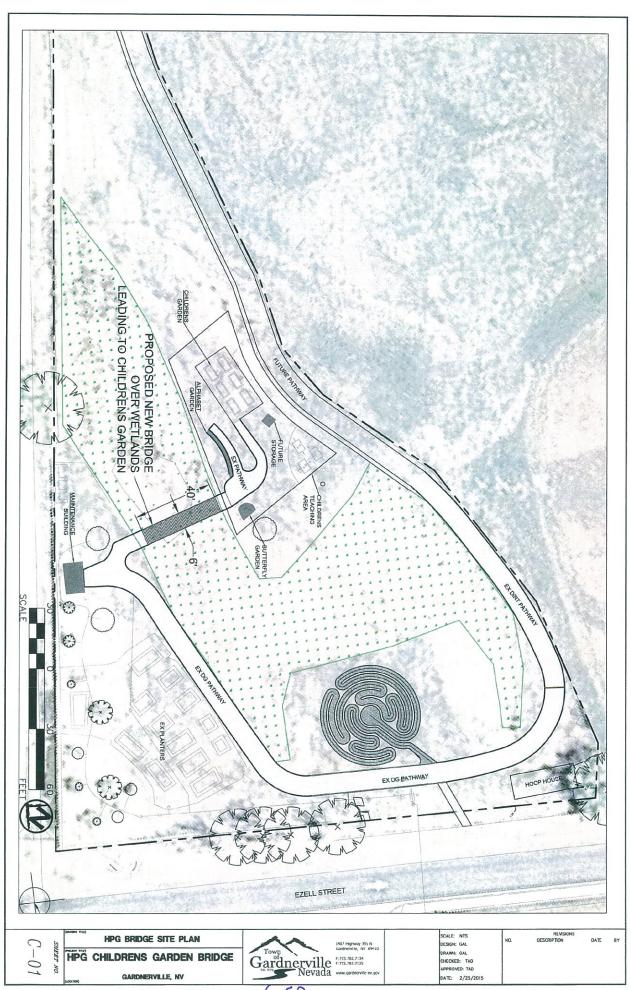
BED LAYOUT

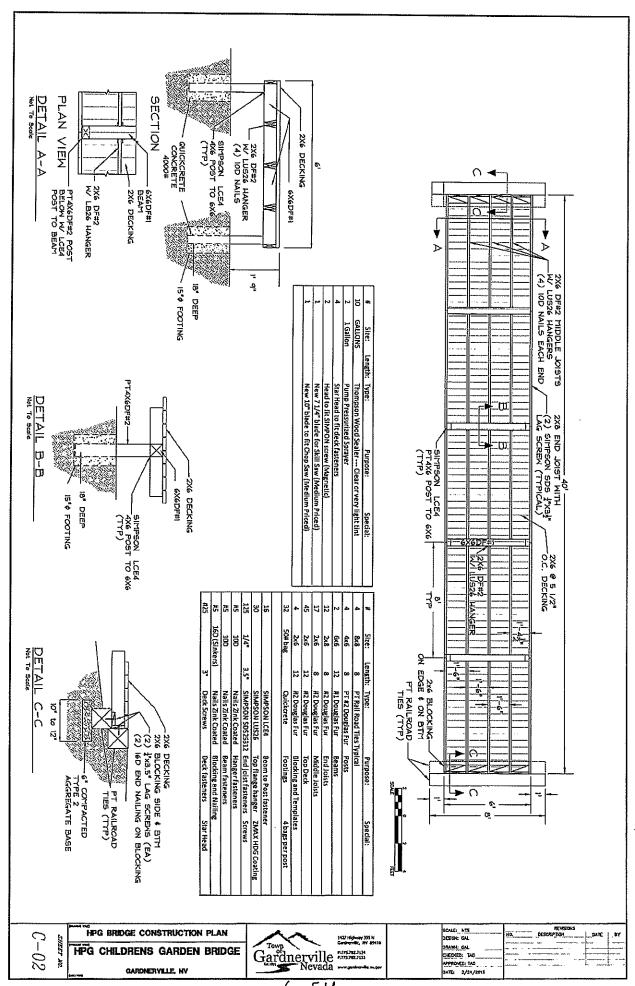


	Area:	Responsible:
	S.F.	
1	25	
2	49	
3	47	
4	60	
5	60	
6	50	
7	49	
8	48	
9	48	
10	48	
11	48	
12	88	
13	83	
14	82	
15	43	
16	43	
17	43	
18	40	
19	44	
20	50	
21	36	
22	27	
23	27	

#15 through #19 ASSUMED LENGTH TO BE 10'

FRONT GATE





Gardnerville Town Board AGENDA ACTION SHEET



- 1. For Possible Action: Discussion to approve, or to deny a contract with NV Energy with an advance amount of \$113,868 and payment in the amount of \$109,868 for altering the existing electrical facilities across APN 1320-33-402-080 & 1320-33-310-006, aka the Hellwinkel property and Chichester Detention pond, adding a new meter for the Hellwinkel barns, authorizing the town manager to sign the contract; with public comment prior to Board action.
- 2. Recommended Motion: Motion to approve the contract with NV Energy with an advance in the amount of \$113,868.00 and authorize a payment to NV Energy in the amount of \$109,868 for altering the existing electrical facilities across APN 1320-33-402-080 & 1320-33-310-006, aka the Hellwinkel property and Chichester detention pond, adding a new meter for the Hellwinkel barns and authorizing the town manager to sign the contract.

 Funds Available: ✓ Yes ✓ N/A

3. Department: Administration

4. Prepared by: Tom Dallaire

5. Meeting Date: March 3, 2015 Time Requested: 15 minutes

6. Agenda:

Consent

Administrative

Background Information: Plans have been prepared for the undergrounding of the existing overhead power lines from Gilman to Toler. Staff wants to install conduit to be used for future fiber optic lines to connect to GES. This conduit will be installed in a common trench with the power. This also provides a new electric meter for the Hellwinkel shop and barns. The routing of the lines will be along the path and the trenching will be part of the contract on the Hellwinkel channel and pedestrian trail.

7.	Other Agency R	eview of Action: Douglas County	₩ N/A
8.	Board Action:		
	Approved Denied	☐ Approved with Modifications ☐ Continued	



LINE EXTENSION AGREEMENT

Project ID: 3000696919

Project Title: E-HELLWINKLE

CHANNEL-COML-E-TOWN OF

GARDNERVILLE

Agreement No.: 25095

This Rule 9 Line Extension Agreement ("Agreement") is made and entered between Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy ("Utility") and TOWN OF GARDNERVILLE, a(n) Municipal corporation of the State of Nevada ("Applicant") (individually, a

"Party" and collectively, the "Parties").

RECITALS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- Applicant has requested an Alteration of Existing Facilities and/or Service to its Development.
- C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.
- D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

- 1.1 Project. In order to provide 6 KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled E-HELLWINKLE CHANNEL-COML-E-TOWN OF GARDNERVILLE and attached as Exhibit A.
- 1.2 <u>Estimated Total Costs</u>. The Estimated Total Costs for the Project are \$79,361.64, as summarized on <u>Exhibit B</u>.
- 1.3 <u>Estimated Advance</u>. The estimated Advance is \$113,868.00, consisting of:
 - (A) <u>CIAC</u>. An estimated CIAC in the amount of \$75,837.00 ("Estimated CIAC"). This amount includes a non-taxable, non-refundable cost of \$2,375.00 and a taxable, non-refundable cost of \$73,462.00. If the Estimated CIAC exceeds \$40,000, it is subject to a Total Cost True-up.
 - (B) Advance Subject to Potential Refund. An Advance Subject to Potential Refund in the amount of \$0.00. This amount includes Applicant's responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of \$0.00.
 - (C) <u>Tax Gross-Up</u>. The estimated Tax Gross-up is:

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- (1) Advance Subject to Potential Refund. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of \$0.00. This Tax Gross-up is subject to refund.
- (2) CIAC. A Tax Gross-up relating to CIAC in the amount of \$23,581.00. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Un.
- Non-Cash Contributions. A Tax Gross-up relating to Applicant's (3)non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of \$14,450.00. This Tax Gross-up is not subject to refund.
- Up-front Allowance. The Maximum Allowance is \$6,523.00 As shown on Exhibit C, 1.4 the Up-front Allowance is \$6,523.00.
- 1.5 Payment. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility - or deliver a purchase order to Utility in the amount of -\$109,868.00 ("Initial Amount"). When calculating this amount, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.
- 1.6 Related Contracts.
 - (A) Proportionate Share Contracts. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s):

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

(B) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

PID	Contract No.	Dated	Expiration	Title	
None	None	None	None	None	

2. Description and Design of the Project

- 2.1 Design for Project; Amendment. The design for the Project, including any Betterments is attached to this Agreement as Exhibit A (the "Design"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with Section 11,10.
- 2.2 Condition to Providing Service. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its



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obligations under <u>Section 4.4</u> to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

- 2.3 <u>Inaccurate Information and Field Conditions</u>. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay Construction Complete and Service to the Development.
- 2.4 Sources of Power. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of service to the Development.
- 2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicants.

3. Betterments; Refunds; True-Ups

- 3.1 <u>Utility and Applicant Betterments.</u>
 - (A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, \$0.00 ("Betterment Expense") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant \$0.00 and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant \$0.00.
 - (B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work under Rule 9, Section A.12 in connection with the Project.
 - (C) <u>Utility Betterment Scope of Work</u>. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment: not applicable.
 - (D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment ("Stop Work Notice"). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within thirty (30) days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.1(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility



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(in its discretion and notwithstanding <u>Section 11.10</u>) may revise <u>Section 1</u> and <u>Exhibit B</u> and invoice Applicant.

- (E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize the Project until after Applicant furnishes to Utility a complete release of any lien or claim.
- (F) Ownership of Betterment. The Design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.
- (G) <u>Guarantee</u>. The <u>Section 6</u> guarantees also apply to any Betterment.
- 3.2 <u>Limitation on Refunds</u>. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from \$0 to the balance of the Advance Subject to Potential Refund.
- Performance of True-Ups. Utility will perform any Allowance True-up if required and in accordance with Rule 9, Section A.31. Utility will perform any Total Cost True-up if required and in accordance with Rule 9, Section A.31. After Utility performs any required Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.
- 3.4 <u>Multiple Applicants</u>. [INTENTIONALLY OMITTED]

4. Applicant's Obligations

- 4.1 Responsibility for Total Costs: Purchase Order Process. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9. If Utility agreed to accept a purchase order from Applicant for the Initial Amount, Utility will invoice Applicant's Total Costs against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might delay completion of the Project and Service to the Development.
- 4.2 Payment of Advances. Applicant must pay all Advances based on the Estimated Total Costs identified initially in <u>Exhibit B</u> and those identified subsequently by Utility in accordance with Rule 9.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable



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Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code.

- 4.4 Identification and Resolution of Conflicts: Costs Associated with Conflicts.
 - Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and the Electric System located within the Development, (2) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and the Electric System located adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development.
 - (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
 - (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
- 4.5 Payment of Invoices: Work Stoppage and Service Delay for Non-Payment. In addition to providing Applicant with an invoice for the Initial Amount, Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. If Utility agreed to accept a purchase order from Applicant, Utility will invoice Applicant for the Total Costs against that purchase order (as amended). Otherwise, the Initial Amount is due when Applicant delivers the signed Agreement to Utility. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID 3000696919 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project.
- 4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the



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original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

- 4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:
 - (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
 - (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
 - (C) Resulting from or arising out of surface or subsurface field conditions; or
 - (D) That were installed outside the Property Rights intended for such facilities; or
 - (E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.
- 4.8 <u>Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant.</u> For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:
 - (A) Allow Utility to inspect the construction and installation of these improvements.
 - (B) Maintain, repair, and (as Utility deems necessary) replace these improvements until Utility's Acceptance, in addition to providing the guarantees in <u>Section 6</u>. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, remule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense and to Utility's satisfaction) must replace the damaged conduit.
- 4.9 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party

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Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

5. Property Rights; Ownership and Lien Release(s)

- Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Total Costs, Utility may obtain an appraisal(s) of the Property Rights.
- Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- Responsibility for Use of Utility's Property Rights. Applicant is responsible for (A) any violation or breach of any Property Rights for the Project or any agreements or instruments creating or evidencing any Property Rights for the Project (collectively, "Property Rights Documents") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("Responsible Parties"); (B) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Agreement (the "Work"); and (C) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work.
- 5.4 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility's side of the Point of Delivery. Upon Utility's written request, Applicant will sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the Rule 9, Section A.12.a improvements to Utility and certifies that these improvements are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, these improvements for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable Laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Total Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant and Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit.
- 5.5 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor,

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material, and equipment for which a lien could be filed in relation to the Rule 9, Section A.12.a improvements.

6. Guarantees

- 6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of two (2) years following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional two-year period following completion of the work.
- 6.2 <u>Utility's Option to Remedy Defect</u>. Utility may, at its option and Applicant's sole Total Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the two-year period provided for in <u>Section 6.1</u>. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all amounts it incurred within sixty (60) days of receiving an invoice from Utility.
- 6.3 Modification or Relocation of Electric Facilities. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

7. Default

- Procedure. If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("Non-Defaulting Party"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.
- 7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

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8.

Confidentiality

RULE 9

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8.1 Exchanging Information. Utility might provide Applicant with information to be used

in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

- 8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("Confidential Information").
- 8.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to:
 - (A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and
 - (B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.
- Return or Destruction of Confidential Information. Upon Utility's request, Applicant 8.4 must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.
- 8.5 Sharing Confidential Information. Applicant may disclose Confidential Information. to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "Other Parties"); provided, however, Utility approves disclosure to the Other Party in writing in advance. Applicant will ensure that these Other Parties abide by the terms of this Confidentiality Section. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any person.
- 8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Applicant is requested by a third party or might be legally compelled to disclose Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel, at Applicant's Total Costs, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.



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8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

- 9.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.
- 9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.
- 9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.
- Liability: Termination Option. Utility is not liable to Applicant for Total Costs incurred 9.4 as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.
- 9.5 Notice to Utility's Legal Department. In addition to sending notices required under this "Force Majeure" Section to the Project Coordinator, Applicant must also send a copy of all required notices to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

10. Representations

- 10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.



Project ID: 3000696919 **RULE 9**

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11. **Miscellaneous Provisions**

- Insurance. Applicant must require that the contractor and subcontractors performing the Work (defined in Section 5.3) procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the Work. If Applicant performs any Work, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the Work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.
- Utility's Tariff Schedules: Commission. This Agreement is made by the Parties 11.2 pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 11.10, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.3 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 11.4 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.
- 11.5 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
- 11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.



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11.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or

any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

Interpretation. Each Party to this Agreement acknowledges that it has carefully 11.9 reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

- 11.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.
- 11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.
- Headings: Exhibits: Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 11.14 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.
- Severability. If any portion or provision of this Agreement is invalid, illegal, or 11.15 unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.



Project ID: 3000696919

Project Title: E-HELLWINKLE CHANNEL-COML-E-

TOWN OF

GARDNERVILLE

Agreement No.: 25095

LINE EXTENSION AGREEMENT

11.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

- 11.18 Joint and Several Liability. [INTENTIONALLY OMITTED]
- Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12. Term and Termination

- 12.1 <u>Term of Agreement</u>. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless terminated earlier under this Agreement.
- 12.2 <u>Termination of Project by Applicant or Mutual Agreement</u>. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.
- 12.3 <u>Termination of Project by Utility.</u> Utility may terminate the Project in accordance with Rule 9, Section A.27.c. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.
- 12.4 <u>Surviving Obligations</u>. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:
 - (A) Obligations under Section 4.3;
 - (B) Obligations under Section 4.4;
 - (C) Obligations under Section 4.7;
 - (D) Obligations under Section 5;
 - (E) Obligations under Section 6;
 - (F) Obligations under Section 8;

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(G) Obligations that arise under Section 11.1; and

(H)Paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.

The provisions of Section 4.5, Section 4.6, Section 11.2, Section 11.5, Section 11.6, Section 11.19 and Section 13 continue to apply to this Section.

13. **Notices**

13.1 Method of Delivery: Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator's as follows:

Utility:

NV Energy French, Don

Physical Address: 875 E. Long St, Carson City, NV 89706

Mailing Address: P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520

Telephone No.: 775/834-2903

Email Address: DFrench@nvenergy.com

Applicant:

TOWN OF GARDNERVILLE

THOMAS DELLAIRE

Physical Address: 1407 HWY 395 N, GARDNERVILLE, NV 89410 Mailing Address: 1407 HWY 395 N, GARDNERVILLE, NV 89410

Telephone No.: 775-999-9999

Email Address: TDALLAIRE@CO.DOUGLAS.NV.US

13.2 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy

Attn.: Rule 9 Contract Administration

7155 Lindell Rd M/S B90SD Las Vegas, NV 89118

Email Address: Rule9department@nvenergy.com

Notice to Utility's Legal Department. For any notice given by Applicant to Utility 13.3 under Section 7, Section 8.6, Section 9, Section 12.2 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy

Attn: Legal Department



LINE EXTENSION AGREEMENT

Project ID: 3000696919

Project Title: E-HELLWINKLE CHANNEL-COML-E-

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Agreement No.: 25095

6226 West Sahara Avenue, M/S 3A Las Vegas, Nevada 89146

Receipt of Notice: Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

14. Definitions

- 14.1 <u>Terms Defined in Rule 1</u>. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("CIAC"); Customer; Maximum Demand; Line Extension; Service; Standards.
- 14.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.
- 14.3 <u>Additional Definitions</u>. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:
 - (A) Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.
 - (B) <u>Betterment</u>: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party's voluntary election that involves:
 - (1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant's requirements for Service or Utility's requirements for an Alteration of Existing Facilities; or
 - (2) An alternate route for the facilities as set forth in Rule 9, Section A.5.
 - (C) <u>Development</u>: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.
 - (D) Effective Date: The date this Agreement is last signed below.



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CHANNEL-COML-E-TOWN OF

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LINE EXTENSION AGREEMENT Agreement No.: 25095

(E) <u>Electric System</u>: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.

- (F) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.
- (G) <u>Law</u>: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
- (H) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
- (I) <u>Project Coordinator</u>: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in <u>Section 13.1</u>.
- (J) Project ID or PID: The identification number Utility assigns to a Project.
- (K) Property: The premise(s) owned or controlled by Applicant commonly known as HELLWINKLE CHANNEL NEAR TOLER AVE and further described as being within Assessor's Parcel Number(s) (APN(s)) 1320-33-40-2080, 1320-33-310-006
- (L) <u>Rule 1</u>: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (M) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (N) <u>Tariff Schedules</u>: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time.

[signature page follows]

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LINE EXTENSION AGREEMENT

Project ID:

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Project Title:

E-HELLWINKLE CHANNEL-COML-E-TOWN OF

GARDNERVILLE

Agreement No.:

25095

UTILITY:
Sierra Pacific Power Company d/b/a NV Energy
By:
Printed Name:
Title:
Date:
APPLICANT:
TOWN OF GARDNERVILLE
By:
Printed Name:
Title:
Date:

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LINE EXTENSION AGREEMENT

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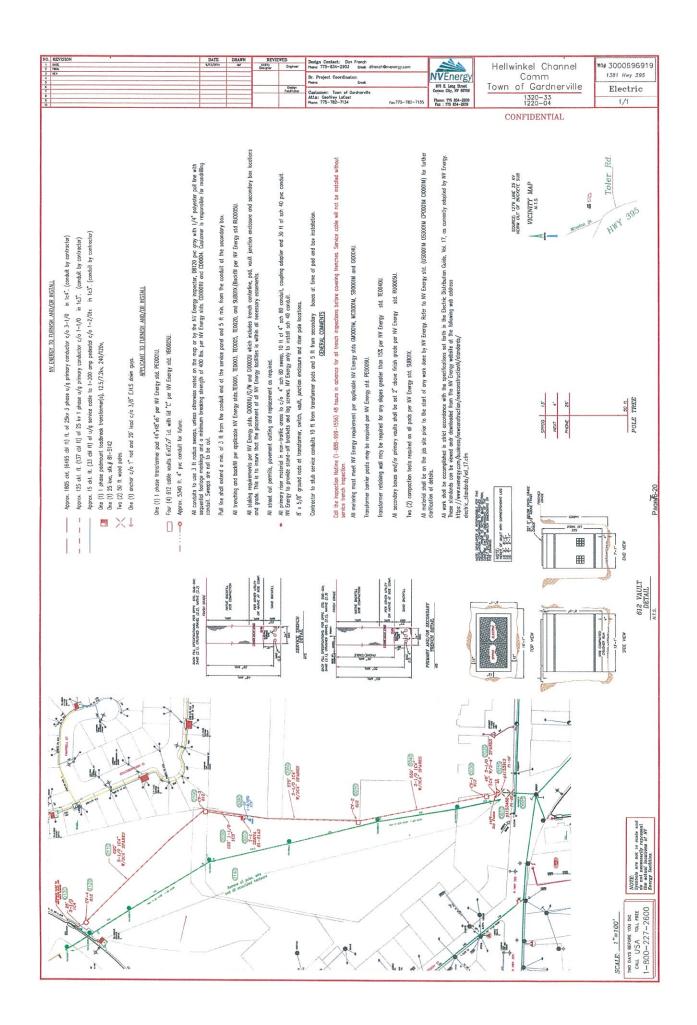
Exhibit A Design

[Attached]

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LINE EXTENSION AGREEMENT

Project ID:

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Agreement No.:

Exhibit B

Cost Worksheet

[Attached]

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Cost Worksheet ("Exhibit - B")



Project ID: 3000696919 Project Title: E-HELLWINKLE CHANNEL-COML-E-TOWN OF GARDNERVILLE

nits: 1 kVA: 6

Estimate Version: 1 Estimate Request Number: 32050

Contract Type : LEA NVEnergy Contact : Don French

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non- Refundable	NVEnergy Responsibility
Labor & Overhead	42,676.83	42,676.83	41,913.63	0.00
Material & Overhead	36,684.81	36,684.81	33,923.12	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permits & Vouchers	0.00	0.00	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	0.00	0.00	0.00	0.00
Total Amount	79,362.00	79,362.00	75,837.00	0.00

	Advance Calculation	
Refundable	Non-Refundable	North Street Light Non Refundable
Total Customer Minimum Cost 3,525.00 Subject to Refund	Total Customer Minimum NonRefundable 75,837.00 (Subject to Salvage Credit & Not Subject to Excess Allowance)	C Total Street Light Customer Min Non Refundable cost 0.00
Proportionate Share 0.00	Salvage Credit to be applied Excess Salvage Credit to be applied from B 0.00 Applicant Non–Refundable Cost 75,837,00	(Subject to Salvage Credit & Not subject To Street Light Salvage Credit to be applied
Refund Subject to	(Not Subject to Street Light Allowance After applying Salvage	From D 0.00
Allowance & Excess 3,525.00 Salvage	Total Customer Minimum NonRefundable 0.00 (Subject to Salvage Credit & Initial Allowance) Salvage Credit to be applied	Applicant Non-Refundable Cost 0.00
Excess Salvage Credit from A & B to be applied to Refundable	Excess Salvage Credit to be applied from A 0.00 Total Customer Minimum NonRefundable 0.00	Street Light Applicant Non-Refundable Cost (Subject to Salvage Credit & Streetlight Allowance)
Initial Allowance 6,523.00	(Subject to Initial Allowance After applying Salvage Credit) Excess Allowance 2,998.00	Salvage Credit to be applied Excess Salvage Credit to be applied
	Total Customer Minimum NonRefundable 0.00 (After applying Excess Allowance and Salvage Credit)	From C 0.00
	Total Non-Refundable 75,837.00 Removal Cost Without Salvage 2,375.00	Non Refundable Cost (Subject to Streetlight Allowance After applying Salvage
	Rule 9 Removal of Existing Facilities 2,375.00 Streetlight Removal of Existing Facilities 0.00	Street Light Applicant 0.00
	Rule9 TotalTaxable NonRefundable Cost 73,462.00 Streetlight Total Taxable NonRefundable Cost 0.00	Non Refundable Cost (After applying Streetlight Allowance and Salvage Credit)
	Rule9 Total NonTaxable NonRefundable Cost 2,375.00	
	Streetlight Total NonTaxable 0.00	

Cost Worksheet ("Exhibit - B")



Advance Subject to Refund		Current Tax Rate	32.10
Non-Taxable Advance	0.00	Total Non-Taxable	2,375.00
Taxable Advance	0.00	Total Taxable (Less Tax)	73,462.00
Tax	0.00	Total Tax	38,031.00
Total Advance Subject to Refund	0.00	Total Contract Amount	113,868.00
Non-Refundable Advance		(subject to credits)	
Non-Taxable Advance	2,375.00		
Taxable Advance	73,462.00	Customer Contributed facilities value	45,017.00
Tax	23,581.00		
Substructures Tax	14,450.00		
Streetlight Non-Refundable Advance			
Street Light Non-Taxable Advance	0.00		
Street Light Taxable Advance:	0.00		
Street Light Tax	0.00	Street light Customer Contributed facilities	0.00
Street Light Substructures Tax	0.00		
Total Non-Refundable Advance	113,868.00		
Total Contract Amount	113,868.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Streetlight Conduit Credit	0.00		
Applicant Installed Oversized Facilities Credit	0.00		
Applicant Installed Gas Mains Credit	0.00		
Applicant Installed Service	0.00		
Reimbursement Credit			
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	4,000.00		
Total Applicant Advance/Credit	109,868.00		



LINE EXTENSION AGREEMENT

Project ID:

3000696919

Project Title:

E-HELLWINKLE CHANNEL-COML-E-TOWN OF

Agreement No.:

GARDNERVILLE 25095

Exhibit C **Allowance Worksheet**

[Attached]

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Allowance Worksheet ("Exhibit - C")

N/A	6,523.00	Initial Allowance	6,523.00	6,523.00	6,523.00		l Future ance	0.00	00.0	nes va filosopis	0.00	
Years :		Initial Al	\$ =	€9	⇔		Potential Future Allowance	50	₩.	\$	∽	
Short Life Years :	ance \$	Short Life Adjustment	X N/A	nce	nce Given		Short Life Adjustment	= A/N X	vance	llowance	lowance	
ARDNERVILLE	Total Proposed Allowance	Allowance Multiplier unit/meter/KVA	\$ 6,523.00	Initial Allowance	Total Initial Allowance Given		Allowance Multiplier unit/meter/kVA	\$ 6,523.00	Potential Future Allowance	Less Credit from Initial Allowance	Total Potential Future Allowance	
E-HELLWINKLE CHANNEL-COML-E-TOWN OF GARDNERVILLE	-	Allowance Mtr/Unit/kVA	= 1.00 X				Allowance Mtr/Unit/kVA	= 0.00 X				
ANNEL-COM		Build out Factor	20.00%				Build out Factor	20.00%				
ELLWINKLE CH		Meter Unit/kVA	Meter X				Meter Unit/kVA	Meter X				
		Estimated Demand	1.00				Estimated Demand	1.00				
Project Title :		Primary or Secondary Svc	Secondary				Primary or Secondary Svc	Secondary				
3000696919	wance	Rate Schedule	GS-1 Secondary (<4kV)			Potential Future Allowance	Rate Schedule	GS-1 Secondary (<4kV)				
Project ID :	Initial Allowance	Existing Load	No			Potential	Existing Load	No		de partir de la constantina		

Monday, November 24, 2014 10:05:09 AM



Allowance Worksheet ("Exhibit - C")

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class. Monday, November 24, 2014 10:05:09 AM



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GARDNERVILLE

LINE EXTENSION AGREEMENT

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Exhibit D-1

Insurance Coverages

(Applicant's Contractors and Subcontractors)

- Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing Work (defined in <u>Section 5.3</u> in the Agreement) to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
- Insurer and Policy Requirements. Each contract of insurance must be with an
 insurer approved to do business in the State of Nevada, is A-Rated or better by
 A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.
 - (C) <u>Subrogation Waivers</u>. Providing Utility with waivers of subrogation on all coverages.
 - (D) <u>Severability and Cross Liability</u>. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.



LINE EXTENSION AGREEMENT

Project ID:

Project Title:

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Notice Requirement. Providing that Utility is entitled to 30-days prior (E) written notice before cancellation of the coverage provided above.

- 3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.
- 4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
- 5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

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LINE EXTENSION AGREEMENT

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Agreement No.: 25095

Exhibit D-2 Insurance Coverages

(Applicant)

- Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) <u>Commercial General Liability Insurance</u>. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) <u>Automobile Liability Insurance</u>. Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) <u>Excess or Umbrella Liability Insurance</u>. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
- Insurer and Policy Requirements. Each contract of insurance must be with an
 insurer approved to do business in the State of Nevada, is A-Rated or better by
 A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.
 - (C) <u>Subrogation Waivers</u>. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

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Project ID:

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Project Title: E-HELLWINKLE CHANNEL-COML-E-

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LINE EXTENSION AGREEMENT

(E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

- 3. <u>Notice Requirement.</u> Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.
- 4. <u>Deductible and Retention Limits</u>. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
- 5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

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Gardnerville Town Board

AGENDA ACTION SHEET



- 1. For Possible Action: Discussion to approve, or to deny a contract with Nevada Department of Transportation in the amount of \$333,561.00 for installing rapid flashing beacons, ADA ramps and storm drain improvements at Mill Street, High School Street, Mission Street, Kingslane Highway 395 crosswalk improvement project, with \$17,556.00 of town funds as 5% match and 100% of the costs exceeding the contract amount; with public comment prior to Board action.
- 2. Recommended Motion: To approve the contract with Nevada Department of Transportation in the amount of \$333,561.00 for installing rapid flashing beacons, ADA ramps and storm drain improvements at Mill Street, High School Street, Mission Street, and Kingslane, Highway 395 crosswalk improvement project, with \$17,556.00 of town funds as 5% match; with public comment prior to Board action.

Funds Available:

✓ Yes

N/A \$50,000 is included in the budget for this project.

3. Department: Administration

4. Prepared by: Tom Dallaire

5. Meeting Date: March 3, 2015 Time Requested: 15 minutes

6. Agenda: Consent Zadministrative

Background Information: This is the project we have submitted to NDOT TAP (Transportation Alternative Program) twice with approval both times. It consists of adding rapid flashing beacons at 4 crosswalks within Gardnerville and requires ADA improvements to the existing ramps at all locations. The storm drainage depth at High School and Mill is a concern and we have started work our investigation on the existing storm drain system to expedite the engineering design of the project. This contract needs approval prior to commencing with the long awaited project.

7.	Other Agency Review	of Action: Douglas County	™ N/A
3.	Board Action:		
	Approved	Approved with Modifications	
	Denied	☐ Continued	

Highway Agreement	

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT GARDNERVILLE CROSSWALK IMPROVEMENTS

This A	Agreement is r	made and	entere	ed the		day of				, by
and between	the STATE O	F NEVAD.	A, actir	ng by a	and t	hrough its Dep				
(hereinafter	"DEPARTMEI	NT") and	the	Town	of	Gardnerville,	1407	Highway	395	N.,
Gardnerville.	NV 89423 (he	reinafter "	TOWN	").						

WITNESSETH:

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

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

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

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that said projects are completed in conformance with approved plans and specifications; and

WHEREAS, the TOWN will agree to design, adjust utilities, advertise, award, and manage construction of the cross walk improvements along US 395 in Gardnerville as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the DEPARTMENT for Federal Transportation Alternative Program (TAP) funds and State Funds; and

WHEREAS, the TOWN is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (C.F.D.A.) Number 20.205 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

- 1. To assist the TOWN with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771.
- 2. To ensure that the TOWN's actions are in accordance with applicable Federal and State regulations and policies.

- 3. To obligate Federal TAP funding for a maximum amount of Three Hundred Thirty-Three Thousand Five Hundred Sixty-One and No/100 Dollars (\$333,561.00) and to obligate State funding for a maximum amount of Thirty-Two Thousand and No/100 Dollars (\$32,000.00) for right-of-way activities.
 - 4. To establish a Project Identification Number to track all PROJECT costs.
- 5. Once the funding is obligated, to provide the TOWN with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.
- 6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
- 7. To review and comment on the TOWN's design (including plans, specifications and estimates) in fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
- 8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable.
- 9. To invoke the DEPARTMENT's authority under NRS 408.210(4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.
- 10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.
- 11. To generate right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired for the PROJECT.
- 12. To acquire all necessary right-of-way for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.
- 13. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
- 14. To prepare the "Resolution Consenting to Relinquishment and Land Transfer Agreement" and "Resolution of Relinquishment."
- 15. To submit to the TOWN the "Resolution Consenting to Relinquishment and Land Transfer Agreement" for presentation to the TOWN's governing body for approval.
- 16. To present to the DEPARTMENT's Transportation Board of Directors for its approval the executed "Resolution Consenting to Relinquishment and Land Transfer Agreement" and the "Resolution of Relinquishment."
 - 17. To ensure that applicable right-of-way laws and regulations are met on this

PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

- 18. To issue an occupancy permit to the TOWN, at no cost to the TOWN, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.
- 19. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT'S DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
- 20. To review the DBE information submitted to the TOWN by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the TOWN with the results of such review.
- 21. To review and approve the TOWN's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
- 22. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
- 23. To authorize the TOWN to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".
- 24. To assign a Local Public Agency Coordinator and a Resident Engineer to act as the DEPARTMENT's representatives to monitor the TOWN's compliance with applicable Federal and State requirements.
- 25. To review and approve, when appropriate, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of said addenda, supplementals, and change orders does not alter the maximum reimbursement to the TOWN as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.
- 26. To review the TOWN's as-built plans and to attend the TOWN's final inspection of the PROJECT.
- 27. To reimburse the TOWN upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed Three Hundred Thirty-Three Thousand Five Hundred Sixty-One and No/100 Dollars (\$333,561.00) minus any DEPARTMENT eligible PROJECT costs exceeding Thirty-Two Thousand and No/100 Dollars (\$32,000.00). The estimated DEPARTMENT PROJECT costs are shown in Article III,

- Paragraph 5. Eligible PROJECT costs are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment B, attached hereto and incorporated herein, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from http://budget.nv.gov/MainDocuments/.
- 28. To maintain the improvements consisting of crosswalk striping on US 395 constructed as part of the PROJECT upon completion and the DEPARTMENT's final written acceptance of the PROJECT.
- 29. To transfer to the TOWN maintenance responsibility including utility costs for the improvements consisting of curb, gutter, sidewalk, ADA Ramps and PED flashers as listed in Attachment A constructed as part of the PROJECT upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

ARTICLE II - TOWN AGREES:

- 1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) coordinate utility relocations; and (e) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Guide" Reference http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.
- 2. To require those utility companies having franchise agreements with the TOWN, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the TOWN.
 - 3. To ensure that any utility relocations are in compliance with ADA requirements.
- 4. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.
- 5. To hold a right-of-way setting meeting at the sixty percent (60%) design phase wherein the TOWN shall provide plans showing limits of existing right-of-way and easements and any necessary right-of-way for the PROJECT, i.e., Fee Acquisitions, Permanent and Temporary Easements, and Permission to Construct limits.
- 6. To obtain approval of the "Resolution Consenting to Relinquishment and Land Transfer Agreement" from the TOWN's governing body.
- 7. To accept the right-of-way acquired by the DEPARTMENT for the PROJECT and any maintenance responsibility associated therewith.

- 8. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment C "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.
- 9. To obtain an occupancy permit from the DEPARTMENT, at no cost to the TOWN, allowing the TOWN to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to advertising the PROJECT.
- 10. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, this Agreement shall take precedence.
- 11. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.
- 12. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the TOWN; (b) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The TOWN shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.
- 13. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.
- 14. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.
- 15. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.
- 16. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.
- 17. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.
- 18. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms

regarding the DBE goals.

- 19. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.
- 20. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE standards.
- 21. To perform PROJECT documentation and quality control during contract administration according to the TOWN's established procedures, as approved by the DEPARTMENT. If the TOWN does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.
- 22. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.
- As work progresses on the PROJECT, the TOWN shall provide the 23. DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within 90 calendar days of completion of the PROJECT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed Three Hundred Thirty-Three Thousand Five Hundred Sixty-One and No/100 Dollars (\$333,561.00) minus any DEPARTMENT eligible PROJECT costs exceeding Thirty-Two Thousand and No/100 Dollars (\$32,000.00). Invoices for the preliminary engineering and rightof-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B attached hereto and incorporated herein, and the SAM.
- 24. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Seventeen Thousand Five Hundred Fifty-Six and No/100 Dollars (\$17,556.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal and State funds subject to the TOWN's budgeted appropriations and the allocation of sufficient funds by the governing body of the TOWN. The TOWN agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal and State funds.
- 25. To accept maintenance responsibilities for the improvements consisting of curb, gutter, sidewalk, ADA Ramps and PED flashers as listed on Attachment A constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the

- PROJECT. The level of maintenance effort shall be commensurate with the TOWN's overall maintenance budget allocated by the TOWN's governing body.
- 26. To complete and sign Attachment D "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

- 1. The term of this Agreement shall be from the date first written above through and including December 31, 2017, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.
- 2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 225 and other guidance including but not limited to those listed in Attachment B. Indirect costs are not eligible for reimbursement unless the TOWN's indirect rate is approved by the cognizant federal agency and that approval is provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.
- 3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.
- 4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.
- 5. The following is a summary of total estimated PROJECT costs and available funds:

Total estimated PROJECT costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
TOWN Preliminary Engineering Costs:	\$ 40,860.00
DEPARTMENT Right-of-Way Costs:	\$ 32,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
TOWN Construction Engineering Costs:	\$ 32,066.00
TOWN Construction Costs:	\$ 268,191.00

Total estimated PROJECT costs: \$ 383,117.00

Available Funding Sources:

Federal TAP Funds:	\$	333,561.00
State Funds:	\$	32,000.00
TOWN Match Funds:	<u>\$</u>	17,556.00

- 6. The TOWN may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed."
- 7. The total PROJECT costs shall be determined by adding the total direct costs incurred by the DEPARTMENT and the TOWN for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The TOWN match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the TOWN prior to entering into this Agreement, the TOWN is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The TOWN agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.
- 8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
- 9. The TOWN's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.
- 10. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The TOWN acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.
- 11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or TOWN funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
- 12. Should this Agreement be terminated by the TOWN for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the TOWN's failure to perform, the TOWN shall reimburse the DEPARTMENT for any payments made to the TOWN and any PROJECT COSTS incurred by the DEPARTMENT.
- 13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director

Attn: Tonia R. Andree, P.E. Local Public Agency Coordinator Nevada Department of Transportation

Roadway Design

1263 South Stewart Street Carson City, Nevada 89712 Phone: (775) 888-7988 Fax: (775) 888-7401

E - mail address: tandree@dot.state.nv.us

FOR TOWN: Thomas Dallaire, P.E.

Town Manager

Town of Gardnerville 1407 Highway 395 N. Gardnerville, NV 89423 Phone: (775) 782-7134 Fax: (775) 782-7135

E -mail: tdallaire@douglasnv.us

- 14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.
- 15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or TOWN breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.
- 17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
 - 20. It is specifically agreed between the parties executing this Agreement that it is

not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

- 21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
- 22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.
- 25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
- 26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
- 27. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
 - 28. Each party shall keep confidential all information, in whatever form, produced,

prepared, observed or received by that party to the extent that such information is confidential by law.

- 29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.
- 30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 31. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

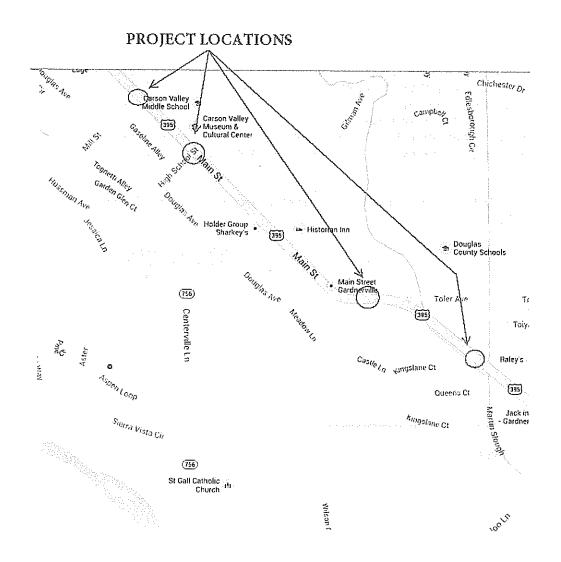
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWN OF GARDNERVILLE	State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION
Lloyd Higuera Chairman	Director
Attest:	Approved as to Legality & Form:
Thomas Dallaire, P.E. Town Manager	Deputy Attorney General

Attachment A

SCOPE OF WORK GARDNERVILLE CROSSWALK IMPROVEMENTS

The project consists of constructing curb, gutter, sidewalk, ADA ramps, and PED flashers at crosswalk locations. The limits of the Project are at the intersections of US-395 and Mill St., Highschool St., Mission St., and Kings Ln., in Gardnerville, NV as depicted on the attached drawings.



Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction Affidavit Required Under Section 112(c)

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

NDOT - DBE (MBE/WBE) Information*

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a

Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
 - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer;

- recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below;

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women:
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and

related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an

- authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security

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

- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits

- or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with

the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the

particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not

less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own selfperformance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized

representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts subcontracts, purchase orders, lease agreements, and to all related subcontracts.

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X

in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering

into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.cov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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- 2. Certification Regarding Debarment, Suspension, Ineligibility Subcontractors and suppliers). and Voluntary Exclusion First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) 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 participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 2. Instructions for Certification Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or

estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are
 defined in 2 CFR Parts 180 and 1200. You may contact the
 person to which this proposal is submitted for assistance in
 obtaining a copy of those regulations. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant
 (such as the prime or general contract). "Lower Tier
 Covered Transactions" refers to any covered transaction
 under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant
 who has entered into a covered transaction with a grantee or
 subgrantee of Federal funds (such as the prime or general
 contractor). "Lower Tier Participant" refers any participant
 who has entered into a covered transaction with a First Tier
 Participant or other Lower Tier Participants (such as
 subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

- 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 participating in covered transactions by any Federal department or agency.
- 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.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 <u>Native Americans:</u> Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 <u>Asian-Pacific Americans:</u> Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 <u>Hispanic Americans:</u> Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

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

1. As used in these specifications:

- a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of

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

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

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

- n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order II246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
- 17. Required Reports: Standard Form 257 a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
- 18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

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

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

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

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

ADDITIONAL CONTRACT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

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

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are

substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
- (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with

equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

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

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.
- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
 - (1) The number of minority and non-minority group members and women in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

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

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

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

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

- 1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;
 - a. Black (a person having origins in any of the black racial groups of Africa);
 - b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
 - c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);
 - e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).
- 2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.
 - (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958

and

Part 29 of Title 49, Code of Federal Regulations, November 17, 1987.

STATE OF		
COUNTY OF	S S	
l,	<u></u>	(Name of party signing this
affidavit and the Proposal Form)		(title).
being duly sworn do depose and say: That		
participated in any collusion, or otherwise ta	aken any action in l	ther directly or indirectly, entered into agreement, restraint of free competitive bidding in connection the best of knowledge, the above named and its
voluntarily excluded from covered tra (b) Have not within a three-yea judgement rendered against them obtaining, attempting to obtain, or punder a public transaction; violation ment, theft, forgery, bribery, falsifica stolen property; (c) Are not presently indicted for (Federal, State or local) with commorcertification; and	ransactions by any ir period preceding for commission of performing a public in of Federal or Station or destruction or otherwise criminission of any of the period preceding of	this proposal been convicted of or had a civil fraud or a criminal offense in connection with (Federal, State or local) transaction or contract te antitrust statutes or commission of embezzle- of records, making false statements, or receiving inally or civilly charged by a governmental entity he offenses enumerated in paragraph (b) of this this application/proposal had one or more public
(Insert Exceptions, attach additional sheets)	
responsibility and whether or not the Depart noted, indicate on an attached sheet to who	tment will enter into om it applies, initiat on or administrative	vard, but will be considered in determining bidder o contract with the party. For any exception ing agency, and dates of action. Providing false e sanctions. The failure to furnish this affidavit
		Signature
Sworn to before me this	_ day of	Title, 20
		Signature
(SEAL) other Official		Notary Public, Judge or

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with <a href="https://doi.org/10.25/10.25/20
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name (ple	ase type or pri	nt)	
Signature			
Title			

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIESComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Ent	Address of Prime		3. Report Type: a. initial filing b. material change For Material Change Only: year quarter date of last report Entity in No. 4 is Sub-awardee, Enter Name and e:		
Tier, if known: Congressional District, if known: 6. Federal Department/Agency:		Congressional District, if known: 7. Federal Program Name/Description:			
8. Federal Action Number, if know: 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		CFDA Number, if applicable: 9. Award Amount, if known: \$ b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):			
(attach Continuation Sheet(s) SF-LLL-A, if necessary) 11. Amount of Payment (check all that apply): \$ actual planned 12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature value		(attach Continuation Sheet(s) SF-LLL-A, if necessary) 13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:			
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:					
15. Continuation Sheet(s) SF-LLL-A atta	ched: 🔲 Yes				
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name:			
		Telephone No.:	Date:		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

SUBCONTRACTORS - DBE STATUS

CONTRACTOR:

□ No

□ No

□ No

☐ DBE Certified

□ DBE Certified

☐ DBE Certified

Certified

Not DBE

Certified

Not DBE

Certified

CONTRACT NO.:____

NAME OF SUBCONTRACTOR	USED		DBE STATUS	
			·····	□ Not DBE
	☐ Yes	□ No	☐ DBE Certified	Certified
				☐ Not DBE
	☐ Yes	□ No	☐ DBE Certified	Certified
				□ Not DBE
	☐ Yes	□ No	☐ DBE Certified	Certified
	_			☐ Not DBE
	☐ Yes	□ No	☐ DBE Certified	Certified
				☐ Not DBE
	☐ Yes	□ No	☐ DBE Certified	Certified
				□ Not DBE
	☐ Yes	□ No	☐ DBE Certified	Certified
				□ Not DBE
	☐ Yes	□ No	☐ DBE Certified	Certified
				☐ Not DBE

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

☐ Yes

☐ Yes

☐ Yes

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NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

ONTRACT NO		CONTRACTOR		
ROJECT NO. (S).				
AMOUNT \$				
This information must be submitted wi exceeding this amount.	th your bid proposal. Th	e bidder shall enter "NONE" under "NAME OF	SUBCONTRACTOR" if not utilizing subcontractors	
NAME OF SUBCONTRACTOR	CONTRACT ITEM NO(S).	NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	
E: Subsection 108.01 of the Standard S Provisions apply to Subletting of an	pecifications and these	Special		
		CONTRACTO	OR'S SIGNATURE DATE	
			TELEPHONE NO. ()	
г		Page 29 of 30		
ii)			0.40	

8-43

NDOT BIDDER SUBCONTRACTOR INFORMATION (For subcontractors exceeding one (1) percent of bid amount or \$50,000, whichever is greater)

TRACT NO CONTRACTOR					
ROJECT NO. (S).					
AMOUNT \$					
This information must be submitted by this information with the bid proposal a	the three lowest bidders and, in that case, the bidd	within two (2) hours after the completion of the er will be considered as having submitted this	e opening of the bids. The bidder may elect to submit information within the above two (2) hours.		
NAME OF SUBCONTRACTOR	CONTRACT ITEM NO(S).	NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED		
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TC. Cubandian 400 04 of the Charles	D:6:4:				
TE: Subsection 108.01 of the Standard S Provisions apply to Subletting of an			CONTRACTOR'S SIGNATURE DATE		
			TELEPHONE NO. ()		

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NDOT 052-011 01/00

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 Part 29 of Title 49, Code of Federal Regulations,

November 17, 1987.

STATE OF	1	
COUNTY O	F	SS
Ι,		(Name of party signing this
		(title).
being duly sv	worn do depose and say: That	
participated	in any collusion, or otherwise taken any actic	onot, either directly or indirectly, entered into agreement on in restraint of free competitive bidding in connection with the best of knowledge, the above named and its principals:
(a)	Are not presently debarred, suspended, particularly from the suspended	proposed for debarment, declared ineligible, or voluntarily
(b)	rendered against them for commission of attempting to obtain, or performing a pulpublic transaction; violation of Federal or forgery, bribery, falsification or destruct	ny Federal department or agency: ding this proposal been convicted of or had a civil judgemen f fraud or a criminal offense in connection with obtaining blic (Federal, State or local) transaction or contract under a State antitrust statutes or commission of embezzlement, theft ion of records, making false statements, or receiving stole
(c)	property; Are not presently indicted for or otherw (Federal, State or local) with commission certification; and	vise criminally or civilly charged by a governmental entity of any of the offenses enumerated in paragraph (b) of thi
(d)		eceding this application/proposal had one or more publication for cause or default.
(Insert Excep	otions, attach additional sheets)	
responsibility indicate on a result in crim	y and whether or not the Department will e n attached sheet to whom it applies, initiating	al of award, but will be considered in determining biddenter into contract with the party. For any exception noted agency, and dates of action. Providing false information may. The failure to furnish this affidavit and required exception
		Signature
Sworn to bef	ore me this day of,	Title
		Signature

Page 1 of 1 8-45

Notary Public, Judge or other Official

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Name (please type or print)	_
Signature	
Title	

Page 1 of 3 8-46

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

1. Type of Federal Actions: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. toan insurance	Status of Federal Action: □ a. bid/offer/application □ c. Initial award □ d. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year quarter date of last report	
4. Name and Address of Reporting Ent ☐Prime ☐ Sub-awardee Tier, if k	•	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:		
Congressional District, if known: 6. Federal Department/Agency:		Congressional District, if known: 7. Federal Program Name/Description:		
		CFDA Number	r, <i>if</i> applicable:	
8. Federal Action Number, if know:		9. Award Amou	unt, if known:	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
(atlach Continuation Sheet(s) SF-LLL-A, if t	• *	(att	ach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$actual		13. Type of Pay	ment (check all that apply):	
		a. retainer b. one-time f	20	
12. Form of Payment (check all that apply	<i>(</i>):	C. commission		
☐ a. cash ☐ b. in-kind; specify: nature		☐ d. contingen☐ e. deferred	t fee	
value			cify:	
		n oundi, ope		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:				
(attach Continuation Sheet(s) SF-LLL-A, if necessary)				
15. Continuation Sheet(s) SF-LLL-A atta	ıched: 🔲 Yes			
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the		Signature:		
Congress semi-annually and will be available for public inspecting file the required disclosure shall be subject to a civil penalty of more than \$100,000 for each such failure.	on. Any person who fails to not less than \$10,000 and not	Print Name:		
		Title:		
		Telephone No.: Date:		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL	

Gardnerville Town Board

AGENDA ACTION SHEET



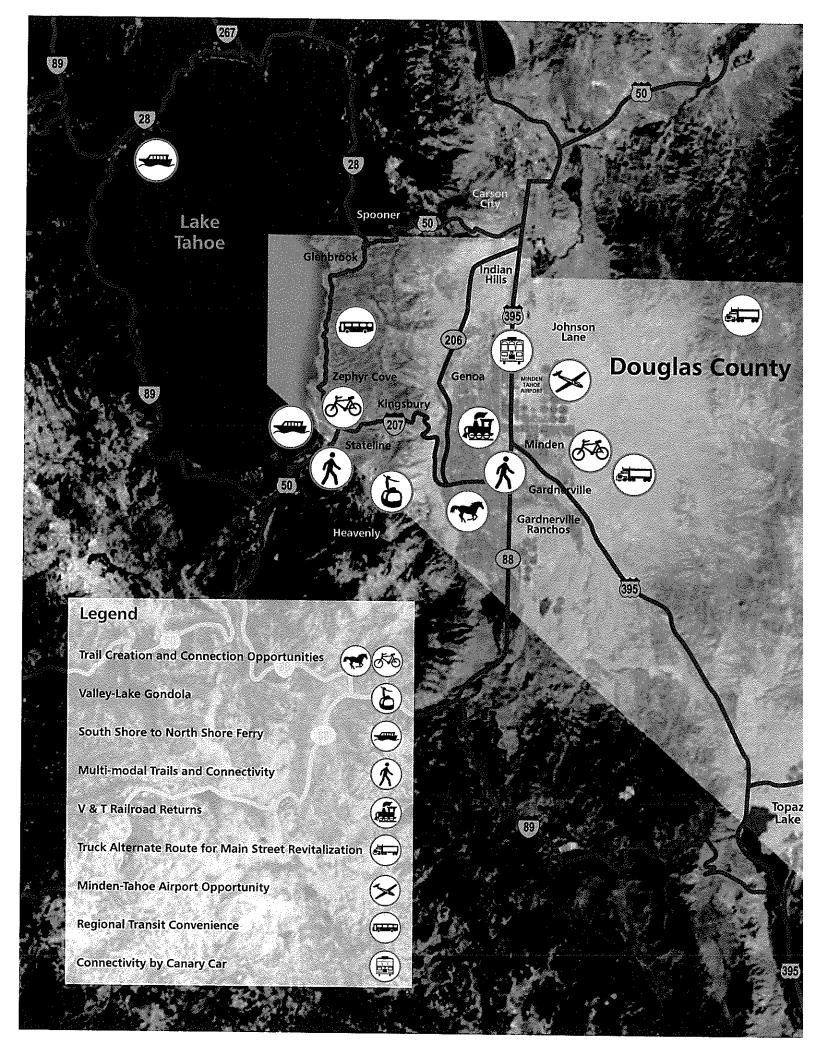
1. For possible action: Discussion and provide a recommendation to the County Commissioners regarding the projects to pursue, along with funding options, that are identified in the proposed County Connectivity Project. Presentation by Jacques and Dominique Etchegoyhen; with public comment prior to Board action.

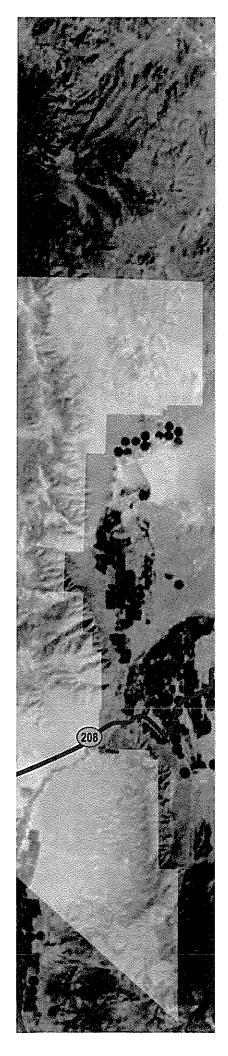
	Jacques and Dominique Etchegoyhen; with public comment prior to Board action.		
2.	Recommended Motion: Motion to recommend to the County Commissioners to proceed with finding funding opportunities for the following projects; A) Ranchos to Gardnerville multi model path B) Getting an alternate truck route around Gardnerville and Minden C) South Lake Tahoe Hwy 50 Casino Core Bypass and Revitalization. And recommend staff identify and bring back funding strategies for these projects, including possibly; sales tax increase, utility operator fees, and gas tax.		
for	Funds Available: \square Yes \square N/A — Funding strategies need to be identified these projects. Increase the utility tax.		
3.	Department: Administration		
4.	Prepared by: Tom Dallaire		
5.	Meeting Date: March 3, 2015 Time Requested: 20 minutes		
6.	Agenda: □Consent ☑ Administrative		
Background Information : Jacques and Dominique have been pitching this connectivity plan at many of the local service groups and Chamber. They represent a committee which was formed to recommend to the commissioners projects that could be accomplished and have the most needs in the community. In order for the Valley Vision or the South Lake Tahoe Vision to be implemented, a bypass needs to be constructed at each location. We need to be in a position to help ourselves and it's time to act on these projects identified in the current master plan. See the attached connectivity flyer and funding opportunity letter from the Interim County Manager Larry Werner, and presentation materials at the meeting.			
7.	Other Agency Review of Action: Douglas County		
8.	Board Action: Approved Approved with Modifications Denied Continued		

Countywide Connectivity

creating safer, environmentally responsible, economically vital communities







Connecting a broader community

Better quality of life for residents. Distinctive destinations that draw more visitors. Vibrant business districts to catalyze investment. These are key elements of Douglas County's vision. Vital to all of them are transportation improvements creating an integrated system of good roads, trails and transit, which connect to the core facilities and amenities of Valley and Lake communities.

Funding is critical to progress and implementation. In today's economic climate, competition for limited state and federal funds is fierce.

The projects and programs on the following pages are at various stages, from concept, to demand/feasibility studies, to planning, to environmental review. To underwrite the connectivity they promise, Douglas County must first help itself by:

- matching the community's commitment, like the over \$400M currently being invested by the private sector in anticipation of the South Shore and Valley visions
- creating a funding stream for implementation and maintenance that allows the County to apply for state and federal funds and grants
- developing transportation solutions to connect the existing scenic and historic experiences

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ROADAND HIGHWAY IMPROMEMIK

Carson Valley US 395 Main Streets Revitalization

Minden Buskeye Rd Server Folia Aver Fight Spring

Response to

Current traffic volume on US 395 – 30,000 vehicles and 800 semi-trucks per day – which is projected to nearly double by 2030; resulting pedestrian, cyclist and driver safety concerns, plus congestion and emissions issues; studies/plans recommending redeveloping historic downtown areas; current conditions that discourage investment in redevelopment and attractive streetscapes

Proposed improvements

Alternate truck route to redirect highway through-traffic, especially truck overload; s-curve radius adjustment to comply with NDOT guidelines and keep trucks off sidewalk (K-rail removal); pedestrian- and cyclist-friendly downtown districts

Estimated costs

\$40 million-\$268 million for alternate truck route with s-curve adjustment and drainage improvements; \$35 million-\$45 million for main streets revitalization

Goals/benefits

Redirecting highway through-traffic and adjusting the s-curve will improve safety, reduce vehicle emissions and prevent flooding with new storm drainage. Calmer downtown traffic, bike paths and wider sidewalks will promote community events and attract cyclists and pedestrians, catalyzing economic development and redevelopment.

Public and private partners

Local, state and federal agencies, business owners, property owners, and residents

Next steps

Secure funding commitments for design, environmental analysis and construction. Include recommendation for alternate truck route in "2015 Transportation Master Plan." (demand/feasibility studies with significant public input completed)

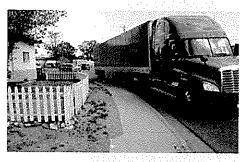
Targeted completion

Phased alternate truck route and main street revitalization 2020-2030



LOCATION

US 395, including S-curve at Gardnerville Station; historic Minden and Gardnerville downtown areas





US 50 / South Shore Community Revitalization

Response to

Need to re-establish Tahoe tourism as support for Douglas County; community plans that address insufficient, outdated infrastructure for ongoing improvements; need for provisions for pedestrians, cyclists, and drivers

Proposed improvements

Realign US 50 and convert the existing route for reclassification as a local street with local area control and development

Estimated cost

\$25 million Nevada portion of approximately \$70 million, including right of way and construction

Goals/benefits

Create a local main street; improve safety, connectivity, reliability, travel times and air and water quality; enhance economic development opportunity; update adjacent properties and improve affordable housing units; catalyze private investment in environmental improvements

Public & private partners

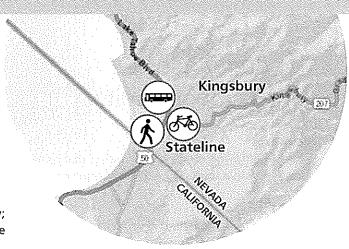
Local, state and federal agencies, business owners, property owners and residents

Next steps

Five route alternatives undergoing environmental analysis, draft environmental document (EIS) in progress; decision after EIS is completed and circulated for public and agency review

Targeted construction starts

June 2017



Location

US 50 between Lake Parkway in Stateline, NV and Pioneer Trail in South Lake Tahoe, CA





Marena Glav Hermann

VALLEY MULTI-MODAL FOR FUN AND FUNGTION

Minden-Tahoe Airport Opportunity

Concept

Create a hub for transportation choices that connect other activity centers with a sport aviation destination/Soaring Center

Response to

Need for fast, frequent, and sometimes free connections to encourage participation and enjoyment of the area's activities and experiences

Proposed improvements

Multi-modal center to connect with Valley network; transit center as part of the new Sports Aviation Center

Goals/benefits

Promote transportation choices that reduce private vehicle use; provide convenient connections between activities that support and catalyze economic development; add to County credentials as a multi-faceted tourism destination

Next steps

Demand/feasibility study; detailed project definition

Valley-Lake Gondola Must-ride

Concept

Create a spectacular connection between the history and beauty of Carson Valley and the majesty of Heavenly, voted one of the top 10 most scenic ski resorts in the United States; provide a unique "commute" for residents and a "must-do" experience for 3 million annual visitors

Response to

Need for transportation connections between the Valley and Lake Tahoe that intrigue riders and motivate less private car use; desire for transportation investments that can also increase visitation

Proposed improvements

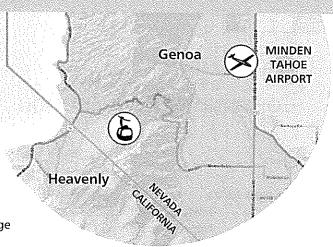
Right-of-way preparation, terminals, stations, cars, towers and cables with sensitivity and respect for existing neighbors

Goals/benefits

Enhance the transportation system between Carson Valley and Lake Tahoe; provide an fun, entertaining choice for visitors exploring the region and a unique commute opportunity for residents; promote countywide tourism

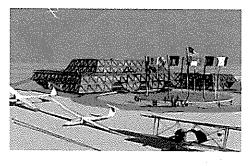
Next steps

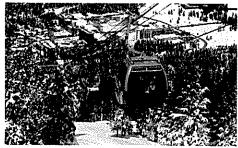
Demand/feasibility study; detailed project definition



TOGRIGO

Minden-Tahoe Airport, known worldwide for outstanding soaring conditions, central to Valley communities, and easily accessible from Lake Tahoe and Carson City





ASSESSED ASSESSED.

Proposed routes connecting Valley to Lake

Canary Car Connector

Concept

Re-create a unique railroad car as a trolley-style transport to tie in with historic attractions and double as a destination experience

Response to

Survey results indicate the perception that regional attractions are "too spread out" and that there is a need for an easy, entertaining way to travel between them; desire to connect the over 3 million annual visitors to Tahoe's south shore with those attractions, from Lake to Valley to Capital

Proposed improvements

One custom, trolley-style vehicle for initial testing

Goals/benefits

Provide convenient, entertaining mobility for visitors and residents; reduce private car use and traffic congestion, and improve regional air quality (less emissions); economic opportunity along the routes that will drive community revitalization

Next steps

Demand/feasibility study; detailed project definition

V & T Railroad Return

Concept

Revive the original V & T Railroad right-of-way to continue the Virginia City-Carson City line; create other tourist excursion lines in the Valley, short loop between Minden and Genoa as a first phase

Response to

Availability of right-of-way; survey results indicating interest in an "authentic Nevada adventure"

Proposed improvements

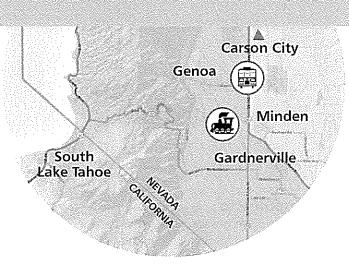
Tracks to Carson City, historic Minden Depot, Gardnerville, and Genoa

Goals/benefits

Entertaining transportation for visitors exploring the region; increase in tourism with resulting economic development along the route; new and improved culverts to better disperse flow across channels and floodplains crossing the right-of-way

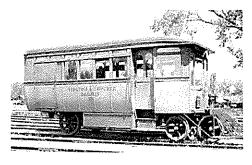
Next steps

Demand/feasibility study; detailed project definition



Location

Proposed routes connecting historic districts and frontier experiences of Gardnerville, Minden, and Genoa with Carson City and South Lake Tahoe





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Downtown Minden with excursion line to Genoa and longer line through Carson City to Eastgate Depot and Virginia City, plus other excursion lines and stops

REGIONAL MULTILMODAL MORILITY

Cross-lake Passenger Ferry Connection

Response to

Anticipated growth will overburden infrastructure in the Tahoe Basin; need for time-efficient, year-round environmentally positive transit between north and south shores that also links adjacent communities and destinations

Proposed improvements

Ski Run Marina, south shore, Tahoe City, north shore terminals; two vessels to accommodate projected ridership of 1,500 per day and 500,000 annually

Estimated costs

\$34 million capital investments; \$6 million annual maintenance and operations; costs pro-rated between Nevada and California

Goals/benefits

A hub for an integrated regional transit system; tourist excursion and/ or transit; expanded visitor horizons; reduced private-car congestion, emissions and impact on erosion; area development; more employment and housing options

Community support

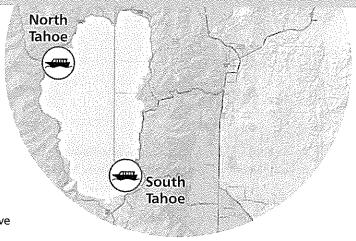
62% of residents and visitors surveyed favor passenger ferry service

Next steps

Explore funding possibilities; research vessel options

Targeted start of service

Summer 2017



Location

North to south shores of Lake Tahoe





Regional Transit Coverage

Response to

Impacts on infrastructure and environment from private-car use; need for safe, reliable, convenient choices for residents, commuters, and visitors

Proposed improvements

New passenger facilities integrated with shared-use paths, wired for future real-time information technology; potential DART local service expansion

Estimated costs

\$6 million annual maintenance and operations; \$1 million from Douglas County

Goals/benefits

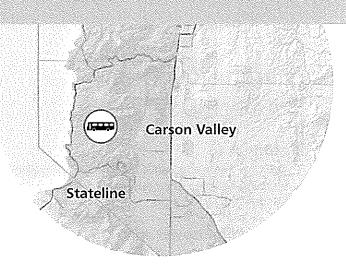
Provide economical access to jobs and community services; reduce private-car congestion, emissions, and impact on erosion; achieve greenhouse gas targets and TRPA environmental thresholds; community appeal

Community support

Resorts, businesses, residents, commuters, local governments and agencies

Next steps

Continue seven-day-a-week, year-round service with ongoing improvements



Location

Fixed routes Stateline/South Lake Tahoe; regular schedule to Carson Valley





Please (CAXASAS SASSAS)

SHARED-USE PATH RECREATION

Martin Slough Trail Between Downtowns

Response to

Need for a safe alternative to Hwy. 395 for walking and bicycling between downtowns and from homes to schools in Minden and Gardnerville

Proposed improvements

Scenic trail, parking, wildlife viewpoints, and interpretive signage

Estimated cost

\$350,000 per mile

Goals/benefits

Offer residents and visitors recreation that connects the historic downtowns; showcase wildlife viewing in natural habitats; leverage private foundation investments in area parks; improve flood control and water quality

Community support

Nearby lodging properties and other businesses, residents, local agencies

Next steps

Continue project development for first section with grant funding

Ranchos Connectivity Path

Response to

Need for safe, convenient path for youth and seniors (residents' most-requested)

Proposed improvements

Scenic trail with directional signage

Estimated cost

\$4 million including widening Carson River Bridge

Goals/benefits

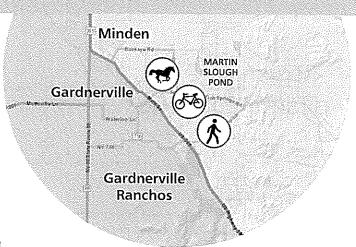
Offer residents and visitors recreation leading to popular destinations; create a healthy alternative to private-car use, reduce congestion and emissions; improve flood control and water quality

Community support

Residents, youth and seniors groups, Alta Alpina cycling club

Next steps

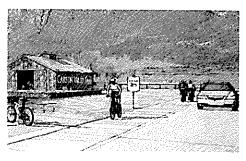
Continue project development; secure funding



Location

Jakes Wetland, Minden to Lampe Park, Gardnerville





Test affect

Gardnerville Ranchos to Lampe Park and Community & Senior Center

Pony Express Trail Rides Again

Response to

International recognition of the Pony Express and its historical significance; potential \$200 million asset; over 40,000 current annual uses of unimproved trail

Proposed improvements

Defined, paved pathway, featuring viewpoints and directional and interpretive signage; with sensitivity and respect for existing neighbors

Estimated cost

\$34 million, including underpass

Goals/benefits

Protect the eco-system; promote tandem use with other transit; attract events to enhance the economy; develop the destination amenity potential

Community support

Resident outdoor enthusiasts, Carson Valley Trails Association, local agencies

Next steps

Continue planning and outreach

Nevada Stateline-to-Stateline Bikeway Beginnings

Response to

Unsafe conditions for a large number of cyclists and pedestrians (over 950 per day during July); environmental harm; growing popularity of cycling tourism

Proposed improvements

Separated bicycle/pedestrian paths, off-street right of way, striped on-road lanes

Estimated cost

\$40 million Douglas County portion

Goals/benefits

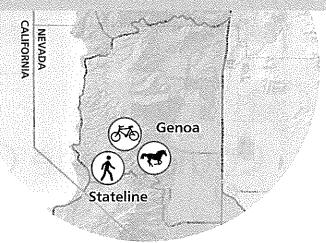
Provide an eco-friendly transportation choice to meet environmental thresholds; attract visitors to enhance the economy; community revitalization

Community support

During the first month after opening, 10,000 used the initial 2.1-mile segment of the South Demonstration project

Next steps

Continue development and outreach; secure funding



Location

Genoa to Tahoe Rim Trail





Location

Douglas County: Stateline, NV to county line/SR 28 and US 50 junction

Countywide Commitment



An integrated system of good roads, trails and transit will require much more than combining priorities in a document like this one.

Forming public-private partnerships to pool expertise is the first step. Viable funding is essential to perform preliminary studies, analyze approaches, prepare reports, develop and engineer designs, and implement improvements.

Where will the money come from?

Douglas County must compete aggressively for the limited funds available in tight-budget federal and state programs. Private donations/sponsorships must be pursued. Gas and sales tax increases, similar to those proposed for underfunded infrastructure maintenance, are necessary resources.

Gaining support for these actions, and the projects themselves, demands effective outreach to influential community residents, business owners, and state and federal legislators.

Memorandum

To: Douglas County Board of County Commissioners

From: Lawrence Werner, Interim County Manager

Date: September 9, 2014

Re: Road Maintenance Funding Options Follow-up

At the June 30th Strategic Workshop, I sensed that there was some confusion on the materials that we presented. Several of the items that I want to clarify are depicted on slides 7, 12, and 20 of the presentation which are attached to this memo. Additionally, I want to provide some thoughts on how the information under this topic (Road Maintenance Funding Options) ties into an earlier discussion about adding a Transportation Element to the Strategic Plan as a separate item.

Summary

Multi-modal transportation issues will be a key factor in the Lake Tahoe and the valley areas for implementing the economic and vitality visions established by the county. The two identified projects that will have the biggest long term impact are the traffic bypass projects. A viable method(s) for funding these projects is essential for implementation of the County's vision plans.

The other major transportation issue is maintenance. Although maintenance funds are available for collector and regional roads, adequate funding is not available for local roads.

One over-riding factor in categorizing the potential funding sources is based on who would be the primary customer paying the fees and/or charges. Because residents living within the towns and most of the general improvement districts pay additional property tax for local road maintenance within their area, the funding options are separated into those that apply county wide and those that would apply to the "unincorporated" area of the county. In this case, the term 'unincorporated" means outside of a town or general improvement district. For example, a funding source for constructing a collector or regional road applied to all residents within the county would be appropriate, but the same funding source applied to local roads would create an inequity to those already paying for the maintenance of their local roads.

The funding sources listed below would be applicable to all county residents regardless of location. The description of the funding sources are described later in this memorandum and the implementing statutes are listed in the Appendix.

Funding Sources for Construction and/or Maintenance of Collector and Regional Roads

Funding Option	Tax/Fee	Annual Revenue
Utility Operator Fee	2.5% of Utility Bill*	\$2,000,000
Fuel Tax	5 cents/gallon	\$ 900,000
Road Maintenance Tax**	0.50% Sales	\$3,000,000
Infrastructure Tax	0.25% Sales	\$1,500,000
*At end of implementation pe	riod – 4 years minimum	74,500,000

^{**} Requires voter approval.

The funding options below would create additional revenues for the General Fund which could then be used to facilitate issuing bonds for construction. These would not be revenue bonds.

Funding Option	Annual Revenue	Bond Capability***
Utility Operator Fee	\$2,000,000	\$23,000,000
Road Maintenance Tax	\$3,000,000	\$35,500,000
Infrastructure Tax	\$1,500,000	\$17,000,000
*** Based on 20 year b	onds and 5.5%	+-/,000,000

Funding Sources for Maintenance of Local Roads

A funding source for local roads within the unincorporated area should only be applied to those living outside a town or general improvement district. The only additional funding source that could be identified for local road maintenance that did not apply to all residences was to create a road maintenance general improvement district that would exclude the towns, general improvement districts, gated communities with private roads, and the like.

With the creation of a road maintenance general improvement district, road maintenance funding of \$4.8M could be set which would translate to an increase in property taxes in the "unincorporated" areas from around \$0.70 up to \$0.79. This rate would still keep the combined property tax rate in the "unincorporated" area below the \$3.66 maximum, but would bring the unincorporated rate in line with the rest of the County.

Road Maintenance Needs for Local Roads

Slide 7: Road Maintenance Funding Needs - Local Roads

The graph shows the funding necessary to maintain and/or improve the condition of the County maintained paved roads. It should be pointed out that roads are excluded from the evaluation if there is no hard surfacing or they have reached the point of total failure and typical maintenance (seal coats, crack sealing, etc) will not suffice.

At the \$2.8M level, local roads would be maintained and reconstructed, but ultimately the number of roads requiring major reconstruction would increase. At the \$3.7M level, the frequency of total failure would slow due to the increased amount of funding spent on reconstruction. At the \$4.8M level, maintenance would be even better as well as the ability to reconstruct and possibly convert gravel/dirt roads to asphalt. The bottom line is that it would be a very good thing to have a dedicated source of funding for local road maintenance at the \$4.8M level.

A major issue is to point out that some maintenance of local roads will continue even under the Board budget direction of using all current road maintenance funds for collector roads. In the recent past, somewhere between 15-25% of the road maintenance budget was spent on local roads to cure major problems. Because of the BOCC's policy on shifting the major funding to collector roads, the same percentage will not be spent on local roads but some maintenance will still be performed because of safety concerns.

Description of Funding Sources

Slide 12: Road Maintenance Funding Options

The purpose of this slide was to show current funding options that are available to the county for road maintenance needs as well as sources for future road construction funding. The main categories for funding are utility operator fees (franchise fees), gas tax, certain local option sales taxes, specifically the public transit and road maintenance tax and the infrastructure tax. All of these fees apply to all residents of the county regardless of whether they are within a general improvement district or a town, and some would also apply to visitors to the County as well—such as the gas tax and sales tax options.

Utility Operator Fees and Franchise Fees NRS 354 - Utility Operator Fee

The County has adopted an ordinance for the collection of utility operator fees on telecommunications service, personal wireless service, electrical energy, and natural gas public utilities as provided by NRS 354.59881 to NRS 354.59889 in the amount of 2.5%. This particular section of state law allows the county to assess additional amounts up to a total of 5%. The rate can only be increased by no more than 1% every 24 months, so to get to the maximum rate would take 4 years, at which point approximately \$2.0M could be generated annually.

NRS 711 Franchise Fee for Cable Company

The County currently has a 5% franchise fee, which is the maximum fee, for cable companies as permitted by NRS 711.

Fuel Tax (Gas Tax)

The County has had a 4 cent of the 9 cent allowable fuel tax since 1986. In 1993 the additional 5 cents was levied, however the 5 cents was repealed by voter referendum in 1994. It is the District Attorney's opinion that the Board of County Commissioners retains the authority to reconsider adding the 5 cent fuel tax without taking the issue to a vote.(See Douglas County District Attorney Opinion No. 2011-02.) The additional 5 cents would generate approximately \$900,000 per year.

Local Option Sales Tax

State statutes provide for the adoption of additional sales tax at the option of the county. Depending upon the specific statute, the adoption by the commissioners may need to be approved by the voters and all of the options have certain restrictions.

NRS 377A - Taxes for Miscellaneous Special Purposes

Public Transit and Road Maintenance Tax

The Board could impose up to a 0.5% sales tax for the purposes of constructing and maintaining roads upon approval by the voters. The 0.5% tax could generate about \$3,000,000 per year.

NRS 377B - Taxes for Infrastructure

Infrastructure Tax

The Board could impose up to a 0.25% sales tax for the purposes of constructing and maintaining roads. This option does not require voter approval but does require two-thirds majority vote of the Board. The 0.25% tax could generate about \$1,500,000 per year.

Road Maintenance Funding Options - Summary

Funding Option	Tax/Fee	Annual Revenue			
Utility Operator Fee	2.5% of Utility Bill*	\$2,000,000			
Fuel Tax	5 cents/gallon	\$ 900,000			
Road Maintenance Tax	0.50% Sales	\$3,000,000			
Infrastructure Tax	0.25% Sales	\$1,500,000			
*At end of implementation -	·	Φ1,500,000			

^{*}At end of implementation period – 4 years minimum

All of these options would apply county wide regardless of residence within a town, General Improvement District, or the unincorporated area of the county which leads to the suggestion that these funding options be reserved for collector and regional roads.

The only above listed fee that is required by law to be approved by the voters is the Road Maintenance tax under NRS 377A.

Slide 20: Possible Dollar Impact of a Local Road GID

The purpose of this slide was to present the concept of a "local road general improvement district" in the areas of the County that are not covered by a town or existing general improvement district. In this case, the idea was to look at creating a GID that could assess a property tax for the maintenance of county local roads. As the data on Slide 7 showed, the funding need for local roads should be around \$4.8 million to improve the level of maintenance and for reconstruction of local roads that have deteriorated beyond basic routine maintenance programs. If a GID was created to fund local road maintenance, there would be the capability of levying a rate of \$0.7901 and be at the \$3.6600 statutory limit. The rate would not apply to the towns or any of the general improvement districts that maintain local roads as a part of their function and have rates already at the statutory levee. The formation could and possible should exclude all "gated" communities or other areas that provide for their own road maintenance. The information on Slide 20 indicates that a rate of approximately \$0.70 would provide additional revenue of about the \$4.8 million needed.

The Board of County Commissioners may create the district and act as the ex-officio board of trustees as described in NRS 318.0953 for projects as defined in NRS 318.120.

As an option, the Board of County Commissioners does have the ability under NRS 318.09535 to appoint a local district managing board to assist in managing the district. The board would consist of at least 5 members but not more than 12. Under this concept, the Local Road GID could be subdivided into districts based on criteria such as road miles, tax revenue collected, or some other parameter and have a local manager who would report to the board.

APPENDIX

(Note: All the highlighting is mine.)

Appendix 1: NRS 354 - Utility Operator Fee

NRS 354.59883 Limitations on fees applicable to public utilities: Adoption of ordinance imposing or increasing fee prohibited under certain circumstances. A city or county shall not adopt an ordinance imposing or increasing a fee:

- 1. If that ordinance would alter the terms of any existing franchise agreement between the city or county and a public utility.
- 2. That applies to any public utility which does not derive revenue from customers located within the jurisdiction of the city or county.
 - 3. If, after the adoption of the ordinance:
- (a) Any part of a fee to which the ordinance applies will be based upon any revenue of a public utility other than its revenue from customers located within the jurisdiction of the city or county.
- (b) The total cumulative amount of all fees the city or county imposes upon a public utility to which the ordinance applies will exceed:
- (1) Except as otherwise provided in subparagraph (2), 5 percent of the utility's gross revenue from customers located within the jurisdiction of the city or county.
- (2) For a public utility that sells or resells personal wireless services, 5 percent of its gross revenue from the first \$15 charged monthly for each line of access for each of its customers whose place of primary use is located within the jurisdiction of the city or county.

(Added to NRS by 1995, 2188; A 1997, 1988, 2743; 1999, 492; 2001, 1644

NRS 354.59889 Limitations on fees applicable to public utilities: Change of fees.

- 1. A city or county shall not change any of its fees except through the adoption of an ordinance which provides that the change does not become effective until at least 90 days after the city or county complies with the provisions of subsection 3 of NRS 354.59885.
- 2. The cumulative amount of any increases in fees imposed by a city or county during any period of 24 months must not exceed 1 percent of the gross revenue of any public utility to which the increase applies from customers located within the jurisdiction of that city or county.

(Added to NRS by 1995, 2190; A 1997, 1988, 2745; 1999, 492)

Appendix 2: NRS 711 Franchise Fee for Cable Company

- NRS 711.620 Customer service: Compliance with certain federal requirements; duties of video service providers and local governments; procedure regarding subscriber complaints.
 - 1. A video service provider:
- (a) Shall comply with the provisions of 47 C.F.R. §§ 76.309, 76.1601 to 76.1604, inclusive, and 76.1618 to 76.1622, inclusive, as adopted and as may be amended by the Federal Communications Commission, with regard to the standards governing the quality of video service and customer service; and
- (b) May not be required to comply with more stringent or different customer service obligations than those set forth in paragraph (a).
 - To facilitate the resolution of complaints regarding video service made by subscribers:
- (a) A video service provider shall establish and maintain a customer service department and provide each subscriber with instructions for:
- (1) Contacting the customer service department if the subscriber has a complaint regarding video service; and
- (2) Contacting the local government if the video service provider does not resolve the complaint to the satisfaction of the subscriber.
- → The video service provider shall provide such instructions to the subscriber in each bill and in any service-related notice or other direct correspondence which the video service provider sends to the subscriber and which is related to that subscriber's video service. For the purposes of this paragraph, "service-related notice or other direct correspondence" does not include general advertising, marketing, promotional or public service materials that the video service provider sends to other subscribers or the public generally.
- (b) Each local government which is located in a county whose population is 25,000 or more and which collects a franchise fee pursuant to <u>NRS 711,670</u> shall establish a process to:
- (1) Make available to the public a list of video service providers authorized to provide video service within the jurisdiction of the local government;
- (2) Respond to inquiries from subscribers and disseminate information to those subscribers regarding the standards governing the quality of video service and customer service prescribed by subsection 1 and the procedures available to subscribers to resolve complaints with such video service providers:
- (3) Coordinate the resolution of subscriber complaints with the customer service departments of such video service providers;
- (4) Facilitate access by subscribers to procedures to seek corrective action or other redress from such video service providers for alleged violations of the customer service standards prescribed by subsection 1; and
- (5) Maintain a record of the number and general subject matter of subscriber complaints against each such video service provider. The record must contain a separate listing for each such video provider and must be made available for public inspection.
- 3. Before a local government may take the action permitted by subsection 4 against a video service provider regarding a complaint from a subscriber;
- (a) The subscriber must provide notice of the complaint to the video service provider by contacting the customer service department of the video service provider; and
- (b) The video service provider must be given a period of not less than 10 business days after the date on which it receives the notice from the subscriber to resolve the complaint to the satisfaction of the subscriber.
- 4. If a local government has reasonable cause to believe that a video service provider has committed persistent or repeated violations of the customer service obligations that apply to the video service provider pursuant to this section, the local government may file a written complaint with the Bureau of Consumer Protection in the Office of the Attorney General pursuant to NRS 711.850.

(Added to NRS by 2007, 1361

Franchise Fee

NRS 711.670 Imposition by local governments; requirements, conditions and limitations.

- 1. For the privilege of providing video service through a video service network that occupies or uses, in whole or in part, any public right-of-way or highway within the jurisdiction of a local government, the local government may require a video service provider to pay a franchise fee to the local government based on the gross revenue that the provider receives from its subscribers within the jurisdiction of the local government.
- 2. To require the payment of the franchise fee, the governing body of the local government must adopt a nondiscriminatory ordinance or resolution that imposes the franchise fee equally and uniformly on all video service providers operating within the jurisdiction of the local government.
- 3. The local government shall not require a video service provider to pay a franchise fee for any year in a total amount that exceeds 5 percent of the gross revenue that the provider received during that year from its subscribers within the jurisdiction of the local government.
- 4. The entire amount of the franchise fee must be paid by a video service provider directly to the local government in legal tender of the United States or in a check, draft or note that is payable in legal tender of the United States.
 - 5. A video service provider may:
- (a) Pass the franchise fee through to and collect the franchise fee from its subscribers within the jurisdiction of the local government based on the gross revenue received from each such subscriber; and
- (b) Designate the amount of the franchise fee collected from each subscriber as a separate line item on the subscriber's bill.
 - 6. Except as otherwise provided in subsection 7, the franchise fee authorized by this section:
- (a) Is the only fee, tax, assessment or other charge that a local government may impose on a video service provider for the privilege of providing video service or constructing or operating a video service network within the jurisdiction of the local government; and
- (b) Is in lieu of any other fee, tax, assessment or charge that may be imposed by a local government on a video service provider for its occupation or use of any public right-of-way or highway.
- 7. This section does not restrict the right of a local government to impose on a video service provider:
 - (a) The fees authorized by subsection 5 of NRS 711.640; and
- (b) Any generally applicable and nondiscriminatory fees, ad valorem taxes, sales taxes or other taxes that are lawfully imposed on other businesses within the jurisdiction of the local government. (Added to NRS by 2007, 1363

Appendix 3: NRS 377A - Taxes for Miscellaneous Special Purposes

NRS 377A.020 Taxes for certain special purposes: Imposition; proposal for increase in rate or change of use; effective dates.

- 1. The board of county commissioners of:
- (a) Any county may enact an ordinance imposing a tax for a public transit system, for the construction, maintenance and repair of public roads, for the improvement of air quality or for any combination of those purposes pursuant to NRS 377A.030.
- (b) Any county whose population is less than 700,000 may enact an ordinance imposing a tax to promote tourism pursuant to <u>NRS 377A.030</u>.
- (c) Any county whose population is less than 15,000 may enact an ordinance imposing a tax to support the operation and maintenance of a county swimming pool and recreational facility pursuant to NRS 377A.030.
- (d) Any county whose population is less than 100,000 may enact an ordinance imposing a tax to acquire, develop, construct, equip, operate, maintain, improve and manage libraries, parks, recreational programs and facilities, and facilities and services for senior citizens, and to preserve and protect agriculture, or for any combination of those purposes pursuant to NRS 377A.030. The duration of the levy of a tax imposed pursuant to this paragraph must not exceed 30 years.
- 2. An ordinance enacted pursuant to this chapter may not become effective before a question concerning the imposition of the tax is approved by a majority of the registered voters of the county voting upon the question which the board may submit to the voters at any general election. A county may combine a question concerning the imposition of a tax described in subsection 1 with questions submitted pursuant to NRS 244.3351, 278.710 or 371.045, or any combination thereof. The board shall also submit to the voters at a general election any proposal to increase the rate of the tax or change the previously approved uses for the proceeds of the tax.
- 3. Any ordinance enacted pursuant to this section must specify the date on which the tax must first be imposed or on which an increase in the rate of the tax becomes effective, which must be the first day of the first calendar quarter that begins at least 120 days after the approval of the question by the voters.

(Added to NRS by 1981, 1648; A 1983, 1599; <u>1985, 734</u>; <u>1989, 1923</u>; <u>1991, 40</u>, <u>43</u>; <u>1993, 1423</u>, <u>2786</u>; <u>1995, 572</u>, <u>574</u>; <u>1997, 2971</u>; <u>1999, 1670</u>; <u>2003, 503</u>, <u>953</u>, <u>2383</u>; <u>2005, 1397</u>, <u>1778</u>; <u>2009, 569</u>; <u>2011, 1238</u>

NRS 377A.030 Mandatory provisions of ordinance imposing tax. Except as otherwise provided in NRS 377A.110, any ordinance enacted under this chapter must include provisions in substance as follows:

- 1. A provision imposing a tax upon retailers at the rate of not more than:
- (a) For a tax to promote tourism, one-quarter of 1 percent;
- (b) For a tax to establish and maintain a public transit system, for the construction, maintenance and repair of public roads, for the improvement of air quality or for any combination of those purposes, one-half of I percent;
- (c) For a tax to support the operation and maintenance of a county swimming pool and recreational facility, one-quarter of I percent; or
- (d) For a tax to acquire, develop, construct, equip, operate, maintain, improve and manage libraries, parks, recreational programs and facilities, and facilities and services for senior citizens, and to preserve and protect agriculture, or for any combination of those purposes, one-quarter of 1 percent,

 \hat{E} of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed in a county.

- 2. Provisions substantially identical to those contained in <u>chapter 374</u> of NRS, insofar as applicable.
- 3. A provision that all amendments to <u>chapter 374</u> of NRS after the date of enactment of the ordinance, not inconsistent with this chapter, automatically become a part of the ordinance.
- 4. A provision that the county shall contract before the effective date of the ordinance with the Department to perform all functions incident to the administration or operation of the tax in the county.
- 5. A provision that a purchaser is entitled to a refund, in accordance with the provisions of NRS 374.635 to 374.720, inclusive, of the amount of the tax required to be paid that is attributable to the tax imposed upon the sale of, and the storage, use or other consumption in a county of, tangible personal property used for the performance of a written contract for the construction of an improvement to real property, entered into on or before the effective date of the tax or the increase in the tax, or for which a binding bid was submitted before that date if the bid was afterward accepted, if under the terms of the contract or bid the contract price or bid amount cannot be adjusted to reflect the imposition of the tax or the increase in the tax.

(Added to NRS by 1981, 1648; Å 1983, 1599; <u>1985, 734</u>; <u>1993, 1370, 1423</u>; <u>1995, 572</u>; <u>1997, 2972</u>; <u>2003, 504, 954, 2383</u>; <u>2005, 1398, 1399, 1778</u>; <u>2009, 570</u>

Appendix 4: NRS 377B - Taxes for Infrastructure

NRS 377B.100 County ordinance imposing tax: Enactment; contents; cessation; periodic review of necessity for continued imposition; public hearing; plan for expenditure of proceeds; impairment of outstanding obligations prohibited.

- 1. The board of county commissioners of any county may by ordinance, but not as in a case of emergency, impose a tax for infrastructure pursuant to this section and <u>NRS 377B.110</u>.
- 2. An ordinance enacted pursuant to this chapter may not become effective before a question concerning the imposition of the tax is approved by a two-thirds majority of the members of the board of county commissioners. Any proposal to increase the rate of the tax or change the previously approved uses for the proceeds of the tax must be approved by a two-thirds majority of the members of the board of county commissioners. The board of county commissioners shall not change a previously approved use for the proceeds of the tax to a use that is not authorized for that county pursuant to NRS 377B.160.
 - 3. An ordinance enacted pursuant to this section must:
- (a) Specify the date on which the tax must first be imposed or on which an increase in the rate of the tax becomes effective, which must occur on the first day of the first month of the next calendar quarter that is at least 120 days after the date on which a two-thirds majority of the board of county commissioners approved the question.
- (b) In a county whose population is 700,000 or more, provide for the cessation of the tax not later than:
- (1) The last day of the month in which the Department determines that the total sum collected since the tax was first imposed, exclusive of any penalties and interest, exceeds \$2.3 billion; or
 - (2) June 30, 2025,

Ê whichever occurs earlier.

- 4. Notwithstanding the provisions of an ordinance described in subsection 3, in a county whose population is 700,000 or more, the tax may continue to be imposed after the date set forth in the ordinance for the cessation of the tax if the board of county commissioners determines by an affirmative vote of at least two-thirds of its members that the cessation of the tax is not advisable.
- 5. The board of county commissioners in a county whose population is 700,000 or more and in which a water authority exists shall review the necessity for the continued imposition of the tax authorized pursuant to this chapter at least once every 10 years.
- 6. Before enacting an ordinance pursuant to this chapter, the board of county commissioners shall hold a public hearing regarding the imposition of a tax for infrastructure. In a county whose population is 700,000 or more and in which a water authority exists, the water authority shall also hold a public hearing regarding the tax for infrastructure. Notice of the time and place of each hearing must be:
- (a) Published in a newspaper of general circulation in the county at least once a week for the 2 consecutive weeks immediately preceding the date of the hearing. Such notice must be a display advertisement of not less than 3 inches by 5 inches.
- (b) Posted at the building in which the meeting is to be held and at not less than three other separate, prominent places within the county at least 2 weeks before the date of the hearing.
- 7. Before enacting an ordinance pursuant to this chapter, the board of county commissioners of a county whose population is less than 700,000 or a county whose population is 700,000 or more and in which no water authority exists, shall develop a plan for the expenditure of the proceeds of a tax imposed pursuant to this chapter for the purposes set forth in NRS 377B.160. The plan may include a regional project for which two or more such counties have entered into an interlocal agreement to expend jointly all or a portion of the proceeds of a tax imposed in each county pursuant to this chapter. Such a plan must include, without limitation, the date on which the plan expires, a description of each proposed project, the method of financing each project and the costs related to each project. Before adopting a plan pursuant to this subsection, the board of county commissioners of a county in which a regional planning commission has been established

pursuant to NRS 278.0262 shall transmit to the regional planning commission a list of the proposed projects for which a tax for infrastructure may be imposed. The regional planning commission shall hold a public hearing at which it shall rank each project in relative priority. The regional planning commission shall transmit its rankings to the board of county commissioners. The recommendations of the regional planning commission regarding the priority of the proposed projects are not binding on the board of county commissioners. The board of county commissioners shall hold at least one public hearing on the plan. Notice of the time and place of the hearing must be provided in the manner set forth in subsection 6. The plan must be approved by the board of county commissioners at a public hearing. Subject to the provisions of subsection 8, on or before the date on which a plan expires, the board of county commissioners shall determine whether a necessity exists for the continued imposition of the tax. If the board determines that such a necessity does not exist, the board shall repeal the ordinance that enacted the tax. If the board of county commissioners determines that the tax must be continued for a purpose set forth in NRS 377B.160, the board shall adopt, in the manner prescribed in this subsection, a new plan for the expenditure of the proceeds of the tax for such a purpose.

8. No ordinance imposing a tax which is enacted pursuant to this chapter may be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair any outstanding bonds or other obligations which are payable from or secured by a pledge of a tax enacted pursuant to this chapter until those bonds or other obligations have been discharged in full.

(Added to NRS by 1997, 2395; A 2003, 2384; 2005, 1778; 2011, 1239, 3323)

NRS 377B.160 Infrastructure fund: Expenditure of principal, interest and income. The money in the infrastructure fund, including interest and any other income from the fund:

- 1. In a county whose population is 700,000 or more, must only be expended by the water authority, distributed by the water authority to its members, distributed by the water authority pursuant to NRS 377B.170 to a city or town located in the county whose territory is not within the boundaries of the area served by the water authority or to a public entity in the county which provides water or wastewater services and which is not a member of the water authority or, if no water authority exists in the county, expended by the board of county commissioners for:
- (a) The acquisition, establishment, construction, improvement or equipping of water and wastewater facilities;
- (b) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects described in paragraph (a); or
- (c) Any combination of those purposes. Ê The board of county commissioners may only expend money from the infrastructure fund pursuant to this subsection in the manner set forth in the plan adopted pursuant to subsection 7 of NRS 377B.100.
- 2. In a county whose population is 100,000 or more but less than 700,000, must only be expended by the board of county commissioners in the manner set forth in the plan adopted pursuant to subsection 7 of NRS 377B,100 for:
 - (a) The acquisition, establishment, construction or expansion of:
 - (1) Projects for the management of floodplains or the prevention of floods; or
 - (2) Facilities relating to public safety;
- (b) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects described in paragraph (a);
- (c) The ongoing expenses of operation and maintenance of projects described in subparagraph (1) of paragraph (a), if such projects were included in a plan adopted by the board of county commissioners pursuant to subsection 7 of NRS 377B.100 before January 1, 2003;
- (d) Any program to provide financial assistance to owners of public and private property in areas likely to be flooded in order to make such property resistant to flood damage that is established pursuant to NRS 244.3653; or

- (e) Any combination of those purposes.
- 3. In a county whose population is less than 100,000, must only be expended by the board of county commissioners in the manner set forth in the plan adopted pursuant to subsection 7 of <u>NRS</u> 377B.100 for:
 - (a) The acquisition, establishment, construction, improvement or equipping of:
 - (1) Water facilities; or
 - (2) Wastewater facilities;
 - (b) The acquisition, establishment, construction, operation, maintenance or expansion of:
 - (1) Projects for the management of floodplains or the prevention of floods; or
 - (2) Facilities for the disposal of solid waste;
 - (c) The construction or renovation of facilities for schools;
 - (d) The construction or renovation of facilities having cultural or historical value;
 - (e) Projects described in subsection 2 of NRS 373.028;
- (f) The acquisition, establishment, construction, expansion, improvement or equipping of facilities relating to public safety or to cultural and recreational or judicial functions;
- (g) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects, facilities and activities described in paragraphs (a) to (f), inclusive; or
- (h) Any combination of those purposes. (Added to NRS by 1997, 2399; A 2003, 1414; 2005, 567; 2007, 611; 2009, 1432; 2011, 1242, 3325

NRS 373.028 "Project" defined. "Project" means:

- 1. In a county whose population is 100,000 or more, street and highway construction, including, without limitation, the acquisition and improvement of any street, avenue, boulevard, alley, highway or other public right-of-way used for any vehicular traffic, and including a sidewalk designed primarily for use by pedestrians, and also, including, without limitation, grades, regrades, gravel, oiling, surfacing, macadamizing, paving, crosswalks, sidewalks, pedestrian rights-of-way, driveway approaches, curb cuts, curbs, gutters, culverts, catch basins, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, sprinkling facilities, artificial lights and lighting equipment, parkways, grade separators, traffic separators, and traffic control equipment, and all appurtenances and incidentals, or any combination thereof, including, without limitation, the acquisition and improvement of all types of property therefor.
- 2. In a county whose population is less than 100,000, street and highway construction, maintenance or repair, or any combination thereof, including, without limitation, the acquisition, maintenance, repair and improvement of any street, avenue, boulevard, alley, highway or other public right-of-way used for any vehicular traffic, and including a sidewalk designed primarily for use by pedestrians, and also, including, without limitation, grades, regrades, gravel, oiling, surfacing, macadamizing, paving, crosswalks, sidewalks, pedestrian rights-of-way, driveway approaches, curb cuts, curbs, gutters, culverts, catch basins, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, sprinkling facilities, artificial lights and lighting equipment, parkways, grade separators, traffic separators, and traffic control equipment, and all appurtenances and incidentals, or any combination thereof, including, without limitation, the acquisition, maintenance, repair and improvement of all types of property therefor.

(Added to NRS by 1997, 2968; A 2001, 1986; 2007, 663

Appendix 5: Possible Dollar Impact to Local Road GID

NRS 318.0953 County commissioners as ex officio board of trustees: Mandatory and optional assumption of duties.

- 1. In every county whose population is 700,000 or more, the board of county commissioners is, and in counties whose population is less than 700,000 the board of county commissioners may be, ex officio the board of trustees of each district organized or reorganized pursuant to this chapter and authorized to exercise the basic power of furnishing facilities for sewerage as provided in NRS 318.140, without regard to whether the district is also authorized to furnish facilities for storm drainage, but excluding any district which is authorized, in addition to those basic powers, to exercise any one or more other basic powers designated in this chapter, except as otherwise provided in subsections 2, 4 and 5.
- 2. The board of county commissioners of any county may be, at its option, ex officio the board of trustees of any district organized or reorganized pursuant to this chapter and authorized to exercise the basic power of furnishing facilities for water as provided in NRS 318.144, or furnishing both facilities for water and facilities for sewerage as provided in NRS 318.144 and 318.140, respectively, without regard to whether the district is also authorized to furnish facilities for storm drainage, but excluding any district which:
- (a) Is authorized, in addition to its basic powers, to exercise any one or more other basic powers designated in this chapter, except as otherwise provided in subsection 4.
- (b) Is organized or reorganized pursuant to this chapter, the boundaries of which include all or a portion of any incorporated city or all or a portion of a district for water created by special law.
- 3. In every county whose population is less than 100,000, the board of county commissioners may be ex officio the board of trustees of each district organized or reorganized pursuant to this chapter and authorized to exercise the basic power of furnishing emergency medical services as provided in NRS 318.1185, which district may overlap the territory of any district authorized to exercise any one or more other basic powers designated in this chapter.
- 4. The board of county commissioners of any county may be, at its option, ex officio the board of trustees of any district organized on or after July 1, 2007, and authorized to exercise one or more of the basic powers designated in this chapter. In a county whose population is less than 100,000, a district for which the board of county commissioners is ex officio the board of trustees pursuant to this subsection and which is authorized only to exercise the basic power of furnishing streets and alleys as provided in NRS 318.120 may overlap the territory of any district authorized to exercise any one or more other basic powers designated in this chapter.
- 5. A board of county commissioners may exercise the options provided in subsections 1 to 4, inclusive, by providing in the ordinance creating the district or in an ordinance thereafter adopted at any time that the board is ex officio the board of trustees of the district. The board of county commissioners shall, in the former case, be the board of trustees of the district when the ordinance creating the district becomes effective, or in the latter case, become the board of the district 30 days after the effective date of the ordinance adopted after the creation of the district. In the latter case, within the 30-day period the county clerk shall promptly cause a copy of the ordinance to be:
 - (a) Filed in the clerk's office;
 - (b) Transmitted to the secretary of the district; and
- (c) Filed in the Office of the Secretary of State without the payment of any fee and otherwise in the same manner as articles of incorporation are required to be filed under chapter 78 of NRS.

(Added to NRS by 1967, 1691; A 1969, 1540; 1971, 1051; 1975, 541; 1977, 532, 929; 1979, 535; 1983, 1283; 1985, 1802; 1989, 1919; 2007, 1511; 2011, 1213)

NRS 318.09535 County commissioners as ex officio board of trustees: Establishment of local district managing board; vacancies on board.

- 1. Whenever a board of county commissioners is the board of trustees of any district organized or reorganized pursuant to this chapter or is exercising any powers pursuant to NRS 244.157, the board may by ordinance establish a local district managing board for the district.
- 2. Such a local district managing board must consist of not less than 5 members and not more than 12 members who are qualified electors of the district. The members must be:
 - (a) Appointed by the board of county commissioners; or
 - (b) Elected by the qualified electors of the district.
- 3. If the local district managing board is elective, the initial appointments and subsequent elections must be conducted in the manner provided in this chapter for trustees of a district.
 - 4. An ordinance establishing a local district managing board must:
 - (a) Provide for the compensation which members of the board are to receive for their services;
 - (b) Provide for the terms of office for the members of the board;
- (c) Contain a recital of the powers delegated and duties assigned by the board of county commissioners to the local district managing board; and
- (d) Provide that the local district managing board does not have the power to tax, issue bonds or call for an election for the issuance of bonds. All taxes must be levied and bonds issued by the board of county commissioners as generally provided in this chapter.
- 5. Any vacancy on the board must be filled by a qualified elector of the district who is appointed by the board of county commissioners. If the local district managing board is appointive, the person appointed to fill the vacancy must be appointed to serve the remainder of the unexpired term. If the board is elective, the appointee must be appointed to serve until the first Monday in January when his or her successor in office, elected at the biennial election next following the vacancy, qualifies.
- 6. The local district managing board may be dissolved by the board of county commissioners after notice and hearing whenever the board of county commissioners determines:
 - (a) The local district managing board is no longer necessary; or
 - (b) The services of the district can be more effectively performed by another district. (Added to NRS by 1977, 523; A 1987, 127; 1991, 1707)

NRS 318.120 Streets and alleys.

- 1. In the case of a district created wholly or in part for acquiring paving, the board shall have the power to grade and regrade and to surface and to resurface streets, alleys and public highways, and parts thereof, within the district, with suitable material, and to acquire street and alley improvements necessary and incidental thereto.
- 2. Such street, alley and public highway improvements may include, without limitation, grades, regrades, gravel, oiling, surfacing, macadamizing, paving, crosswalks, driveway inlets, curb cuts, curbs, sidewalks, gutters, valley gutters, catch basins, culverts, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, artificial lights and lighting equipment, grade separators, traffic separators, traffic-control equipment, off-street parking facilities and structures, parkways, canals and other water type streets, or any combination thereof.

(Added to NRS by 1959, 462; A 1971, 1053)



OFFICE OF THE DISTRICT ATTORNEY DOUGLAS COUNTY

Mints B. Jackson District Attentory

August 5, 2011

Douglas County Board of Commissioners P.O. Box 218 Minden, NV 89423

Opinion No. 2011-02 Does the Douglas County Board of Commissioners have the authority to enact a motor vehicle excise tax (gas tax) for road repair, maintenance and construction?

Dear Commissioners:

This Board has requested a legal opinion as to whother the Board has the authority to enact a motor vehicle excise tax (gas tax) for road repair, maintenance and construction. Nevada Revised Statute (NRS) 373.030 provides that a county which has adopted a streets and highways plan as part of the master plan may, by ordinance, impose a tax on motor vehicle fixel, except aviation fuel and leaded racing fuel, sold in the county in an amount not to exceed 9 cents per gallon.

QUESTION

Does the Douglas County Board of Commissioners have the authority to crust a motor vehicle excise tax (gas tax) for road repair, maintenance and construction?

ANALYSIS

Motor vehicle fiel is defined in NRS 365.060 as gasoline, natural gasoline, casing-head gasoline, methanol, ethanol or any other inflammable or combustible liquid, regardless of the name by which the liquid is known or sold, the chief use of which in this State is for the propulsion of motor vehicles, motorboats or aircraft other than jet or turbine-powered aircraft. The term does not include kerosene, gas oll, fuel oil, thei for jet or turbine-powered aircraft, diesal fuel, biodiesal, biodiesal blend, liquefied petroleum gas and an emulsion of water-phasod hydrocarbon fuel. A gas tax is imposed at the place of sale of the fuel. NRS 373.090.

Douglus County has had a gas tax since 1970 when 2 cents was imposed. In 1986, an additional two cents was imposed. In 1993, the Board increased the gas tax by five cents. This action was repealed by a referendum vote that was conducted during the primary election in 1996. A subsequent ballot question to increase the gas tax in 2002 failed.

This opinion was requested because immediately following Douglas County Code Section 3.08.080, Motor Vehicle Fuel Tax, the following language appears within the ordinance amountaions in parenthesis, "a vote of the people is required to reinstate the tax increment repealed. NRS 295.180" In addition to that language being superfluous and not part of the

P.O. Box 218, Minden, Nevada 89423 Civil Division: 775-782-9803 Fax 775-783-5490

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Douglas County Board of Commissioners DA Opinion 2011-02 August 5, 2011 Page 2

substantive provisions of the Code, NRS 295,180 deals with acts or resolutions of the State and not the county. In reviewing County files, it is unclear as to who added that provision as that restrictive language was not included in the ballot question and there are no provisions in state law that would legally allow such restrictive action.

A referendum vote is defined as one that either approves or rejects an existing law. Referendum language was added to the Nevada Constitution in 1904 as Article 19. Section 4 of Article 19 provides that referendum powers provided for in Article 19 "are further reserved to the registered voters of each county and each municipality as to all local, special and municipal legislation of every kind in or for such county or municipality." Almost 100 years ago, the Nevada Supreme Court ruled that further legislation was required to put into effect the referendum language which relates to county matters. The State Legislature has enacted legislation governing county referendums which can be found in Chapter 295 of the Nevada Revised Statutes. The law governing referendums on ordinances passed by a board of county commissioners is located at NRS 295.075 to 295.125 et. seg.

NRS 295.125 states that if "a majority of the registered voters voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results," Thus, pursuant to this statute, the five cent gas tax was repealed in 1996. However, it is clear that neither the Nevada Constitution nor NRS 295.075 to 295.125 et. seq. contain any language that mandate a vote by the registered voters of the county before re-enactment of a similar county ordinance that has been previously rejected by a referendam vote. Additionally, there is no language which limits or prohibits a county board from subsequently passing a similar county ordinance which was previously rejected by a referendum vote.

To dute, there have been no Nevada cases on this specific referendum issue. Abtent case law to give guidance, it is an established principal that Courts must give plain meaning to the words in a constitutional or statutory provision. McKay v. Board of Supervisors, 102 Nev. 644, 648, 730 (1986)

CONCLUSION

The statutes at issue are unambiguous. Therefore, it is the opinion of this Office that the Board of County Commissioners has the legal authority to court additional motor vehicle fuel taxes in accord with NRS 373.030.

Sincere Regards.

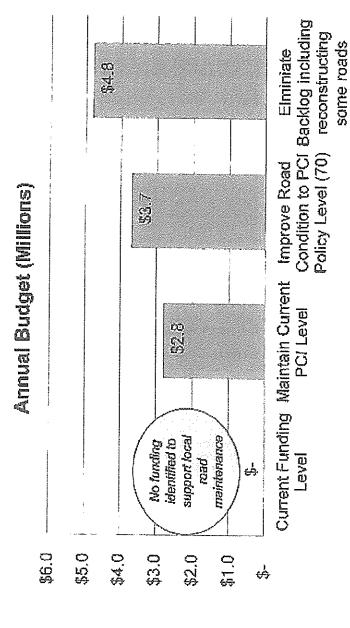
MARK B. JACKSON

Douglas County District Attorney

Assistant District Attorney

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Road Maintenance Funding Needs - Local Roads



Based on 2010 Model, costs may vary as a function of time

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Road Naintenance Funding Options

Utility Operator Fee

Increase of 1% would generate around \$800,000 per year

. Currently assessed 2.5%, enother 2.5% is available

Gas Tax

County-

Increase 5% would generate around \$900,000 per year

Currently assessed 4%, another 5% is available

· Infrastructure Tax

could be

taxes

that that

wide

used to

fund

. .25% sales tax would generate around \$1,500,000 per year

Does not require voter approval

Public Transit & Road Maintenance Tax

collector

roads

regional

.50% sales tax would generate around \$3,000,000 per year

Requires voter approval

Could be used to fund local

roads

Creation of Local Road GID

Property tax rate of up to \$0.79 could generate around \$6,000,000 per year

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Gardnerville Town Board AGENDA ACTION SHEET



- 1. For Possible Action. Discussion on budget development for Fiscal Year 2015/2016 including, but not limited to;
 - a. Discuss Towns strategic plan and goals
 - b. Discuss Town Values
 - c. update of capital improvement projects for fiscal year 2015-2020
 - d. review of the town employee merit increases
 - e. review and discuss proposed town projects anticipated for bidding award before June 30, 2015

	review of the tentative budget for 2015-2016 and review of the revenue estimates; with public comment prior to Board action.			
2.	Recommended Motion: Provide direction to staff based on board discussion. Funds Available: Yes N/A			
3.	Department: Administration			
4.	Prepared by: Tom Dallaire			
5.	Meeting Date: March 3, 2015 Time Requested: 60 minutes			
6.	Agenda: □Consent □ Administrative			
Background Information : March is usually when we discuss the town vision and strategies. The items we are discussing are values needed for the Town's tentative budget. The State released preliminary numbers on February 17th. The county has responded to the state on the rate to be applied in Gardnerville at 0.6677. The state currently shows 0.7496. The number in the slide is an estimate by staff. The county has not provided the numbers they sent to the state. C tax funds are estimated at \$265,723				
7.	Other Agency Review of Action: Douglas County			
8.	Board Action: Approved Denied Approved with Modifications Continued			

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GARDNERVILLE TOWN BOARD MEETING
March 3, 2015





Town's Mission Statement

accessible and fully accountable to our community. protect the community's quality of life while proeffective and efficient manner. We will strive to The Town of Gardnerville provides high quality services based upon community needs in a cost actively preparing for the future. We will be



Town Core Values

- We are proud of our historical, environmental, and cultural heritage, and will strive to project improved community awareness.
- Our community is our number one priority. We will strive to meet the needs of all, while balancing our services to meet community wide needs.
- representatives, we strive to treat our staff, customers, and suppliers as The Town values honesty, integrity, and ethics. As community we would want to be treated.
- The Town values our employees, and strives to foster an atmosphere of teamwork and cooperation.
- The Town operates as an "open" government which is accessible and fully accountable to our community. ro.
- The Town is always open to new ideas, and treats all ideas fairly. 6.



Town Vision

heritage are cherished and well preserved. Gardnerville The town is business friendly and encourages a diverse offers blue skies, clean air and many activities to enjoy, with accessible trails for walking, running and cycling. Gardnerville is a walk-able, safe town, well connected mix of businesses with ample parking. History and inside and out, all year round.



Sardnerville Town Strategic Theme

- Economic Vitality
- Strong sense of community
- Infrastructure that attributes to a safe and healthy community
- Government Transparency / Efficiency / Accountability



Economic Vitality

Goals

- Support a "business friendly" environment that attracts new businesses and is responsive to the needs of the current business community.
- Develop strategies for attracting and retaining business.
- Support Main Street Gardnerville in revitalization efforts of the downtown District.
- Work cooperatively with other agencies and governments in economic development.



Economic Vitality

1 Actions

- Downtown District through the beatification efforts of the Main Street Program. Work with Main Street and local businesses to revitalize and enhance the
- Actively participate in the development of the "Valley Vision" plan along the 395 corridor from Topaz Lake to Jacks Valley Road.
- Continue to enhance and nurture relationships with other government agencies, Chamber of Commerce, NNDA, WNDD, the Douglas County Business Council, and other organizations.
- Work with other agencies to streamline the plan review process while maintaining the interests of community residents and businesses.
- Encourage and contribute in both financial and non-financial means assisting the program and activities of Main Street Gardnerville that are beneficial to the
- Coordinate and participate in creating a parking district section in county code to increase the building potential of the smaller parcel located within the town.
- Work with other agencies to make Muller Parkway a truck bypass. After bypass is complete work to create a center median on Main Street to beautify the downtown.



Economic Vitality

Actions:

- Explore areas of possible expansion for town east and west (Douglas or Mission Street)
- Work on Industrial Park infrastructure as well as signage, parking and traffic patterns.
- Improve pedestrian accessibility in the Downtown District and historical areas of
- Work with other agencies to improve traffic control at the intersection of 756 and Waterloo.



Strong Sense of Community

Goal

- increased pedestrian traffic, monthly events and continued focus on beautification Maintain Gardnerville's "small town" look and feel and develop a richer sense of ownership from the Town's residents and businesses as evidenced through
- Support community activities and family oriented events.
- Support fund-raising opportunities that further community goals.
- Support policies that maintain Gardnerville's heritage while allowing for well opportunities while conserving our historical, environmental and cultural managed and complimentary growth in development and recreational
- groups as well as prospective businesses of our town. Encourage new business to Continue to market the Town through presentations to community and civic come to town.



Strong Sense of Community

Actions

- Actively solicit and encourage community involvement in town planning.
- Encourage and utilize volunteer opportunities for town projects.
- Encourage staff and Board involvement in community activities.
- Encourage partnerships to preserve culturally and historically sensitive areas and ouildings within the town.
- Continue to work with the private sector to encourage and enhance Downtown revitalization.
- County Regional Transportation Committee, Carson Valley Arts Council and Main A Board Member will serve as liaison to the Nevada League of Cities, Douglas Street Gardnerville.
- Improve pedestrian access throughout town and determine linkage opportunities for future development.



Infrastructure that attributes to a safe and nealthy community

Goals

- Continue to seek new ways of providing services more effectively and efficiently.
- Provide town services at the lowest cost possible for the residents and businesses.
- Work with other government entities on joint economic planning and development that creates "destination" for residents and visitors alike.

Actions:

- Actively solicit opportunities to plant street trees and flowers throughout town. Possibly initiate themed landscaping.
- Be aggressive with maintenance activities to reduce long-term costs and preserves infrastructure in a desirable condition.
- Strive to attain a Pavement Condition Index that preserves pavement before reconstruction is necessary.
- Encourage staff to seek additional work related training to create efficiency and improve operations.



Infrastructure that attributes to a safe and healthy community

Actions (cont'd):

- Encourage community involvement in Town operations.
- Jointly bid projects with other government agencies to reduce cost.
- Actively pursue a bypass (Muller Parkway) to get truck traffic off main
- Add bike lanes, public transportation, educate residents about public transportation, connection of Gardnerville and Minden with public transportation
- Work with other agencies on parking district and getting parking downtown,
- subdivision with sidewalks and trails with signage for a more walkable Work with developers and other agencies in an effort to connect each community.
- Develop relationships with businesses with excess parking to share access and parking with businesses that have inadequate parking.



Government Transparency/ Efficiency/ Accountability

Goals:

- Maintain a well managed and fiscally sound, open, accountable, and progressive government
- Continue the Town's Internet presence through regular updates to the town website and be active on Face Book and Twitter.
- Continue to develop and nurture relationships with other government agencies.
- Continue to seek new ways of providing services effectively and efficiently.
- Continue to develop Town Asset Management Systems that account for condition, costs, and location.



Government Transparency/ Efficiency/ Accountability

Actions:

- Board packets are generated electronically for use by the public.
- Bids are to be electronically distributed and allowing cost savings to the contractor, saving the town time and resources.
- Encourage community involvement in Town planning.
- Perform routine maintenance operations efficiently and effectively on streets, storm drains systems, ponds, trails and parks, and landscape areas.
- Promote connected developments through multi modal trails and providing pedestrian connections throughout town.
- Track cost of benefit for purchasing backhoe as opposed to renting.
- Participate with the county on Vueworks system.

Summary of Funds

610 - Town of Gardnerville - Revenue

921 Administrative

923 Parks and Recreation

■ 926 Public Works

611 - Health and Sanitation Revenue

925 Heath and Sanitation

■ 614 – Ad Val Capital Project

- 3.66% of \$1,164,258 (state projection) or \$42,612

Used to fund additional capital purchases or projects

Bought New Dump Truck chassis.

□ Movie projector. Still has

610 Revenue History



te Preliminary Numbers

Tax Rate Allowed	Tax rate per NRS limit to 3.66
2-17-15 = 0.7496 @ \$1,370,057	Used: 15/16 tax rate 0.6677 per Clerk report to state – estimated \$1,0213,344 (from County number)
	5% Increase over this year's budgeted number of \$962,686
C tax Dist. = \$265,723	C tax up 2% from \$260,630 this fiscal year
Population Estimate: 5,760	(up from 5,541 14/15 – Increase of 219)

Visioning / Strategic plan – List at least one goal you would like to see completed in the 2016 budget cycle
Are we to the point where we need to set new goals?
List at least one vision for Gardnerville you see the town being able to achieve in the next five to ten years
Funding a vision is always a difficult task. Please list any ideas you have on how your vision could become a reality.
Are the projects we are working on or have talked about still the direction you see Gardnerville going?
Is there one that is more of a priority than another?

Table 1: Town of Gardnerville Capital Improvement Program, 2015-	-2020 - <tentative budget=""></tentative>
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,		PUBLIC WORKS 610-926-562-000									S & RECREA	ATION/OPEN SPACE		FLEET/EQUIPMENT/FAC			
FISCAL YEAR		CAPITAL			NON-CAPITAL				CAPITAL		NON-CAPITAL		CAPITAL		NON-CAI	N-CAPITAL	
E 23	Roads	Storm Drain		Roads			Storm D	rain		:							
	Description	Cost Description	Cost	Description		Cost	Description		Cost	Description	Cos	st Description	Cost	Description	Cost	Description	Cost
	FY 2013 TE NDOT Match - Crosswalks	\$ 15,000 Bank Hellwinkel Channel		Road Maintenance	\$	50,000	Storm Drain-Maintenance	-\$	7,000	LWCF Trails Amenities Match	\$ 25,00	00		Debt Service Series 2005	\$122,982	Small-equipment- replacements	-\$2.500
				Chichester Microsurfacing (Gilman, Chichester, Portions of Marion Russell and Harvest)	<u> </u>	123,003								613.730.564.500-Lawn-Mower— replacement-	\$ 29,000		:
2012-2013				Sunset Park Microsurfacing (Wilson, Easton, North Hampton		33,253								Town Server	-\$10,549	L-	1
2012-				Seal-Coat-Stodick-Estates	-S	31:000											
				Crack-scaling	\$	10.000											
	TOTAL	15.000	* 10.34C	Patch repair in Chichester area	-S	50,000 297,256		+	7,000		\$ 25,00	n l	an \$		\$ 162,53	1	\$ 2,500
	TOTAL	\$ 15,000	\$ 49,246		\$	297,250		\$	7,000	Raley's to Toler Sidewalk (Sidewalk			<u> </u>				
2 8	Sidewalk Repair and ADA Ramp Upgrades	\$ 25,000 Bank Hellwinkel Channel		Road Maintenance	\$		Storm Drain Maintenance	\$	8,500	Portion)	\$ 35,00	Repair Hellwinkel Shop	\$ 40,00			Small equipment- replacements	-\$2,500
2013-2014		Kingslane NDOT Match		Crack sealing	\$	15,000							7	614-Fleet-Vehicle	\$ 42,612	-	
त्व र ा	TOTAL	\$ 25,000		Patch repair in Chichester area	\$ \$	33,000 98,000		s	8,500	· · · · · · · · · · · · · · · · · · ·	\$ 35.00	0	\$ 40,00	0	\$ 165,59	1	\$ 2,500
					:					:	<i>a</i> 35,000	10	3 40,00			Email oquinment	:
	Sidewalk Repair and ADA Ramp Upgrades	\$ 25,000		Road Maintenance	\$		Storm Drain Maintenance	s	8,500					613-Debt-Service-Series 2005	\$ 122,98 2	replucements	-\$ -2.500
2014-2015 434,282,00				Crack sealing	\$	15,000				; ;	***************************************						
2014				Cape Seal Industrial Way	\$	174,000				:							
	TOTAL	\$ 25,000	: S -	Patch repair in Chichester area	\$	36,300 275,300		\$	8,500		s .		\$		\$ 122,983	2	\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 25,000		Road Maintenance	\$		Storm Drain Maintenance	\$	8.500	Waterlan Jelande Water Savina	s 12,00	00	-	Larger Crack Scal Unit	\$ 45,000	Small acuinmant	\$ 2,500
91 (9)	Main Street Gateway Demolition (Former Eagle Gas) Anticipating Grant Funding to Assist	\$ 55,000	:	Crack sealing	\$	15,000											
2015-2016 499,430.00	Main Street Gateway Construction (Former Eagle Gas)	\$ 112,000		Slurry Stodick Estates	s	78,500											
. 4	Town Maintenance Facility Upgrades (Part of Raley's to Toler Sidewalk Plans)	\$ 56,000		Patch repair in Chichester area	\$	39,930		:									
	TOTAL	\$ 248,000	\$ -		\$	183,430		\$	8,500		\$ 12,00	00	\$	-	\$ 45.000)	\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	s 25,000		Road Maintenance	\$		Storm Drain Maintenance	s	8,500	:		Repair Hellwinkel Hay Barn	\$ 20,00	0 2 Equipment Trailers	\$ 12,000	Small equipment replacements	\$ 2,500
2017 23.00				Crack sealing	\$	15,000	Storm Drain Replacement Sc of Cemetery	outh \$	96,000								
2016-2017 430,923.00				Slurry Arbor Gardens	\$	158,000											
				Patch repair in Chichester area	\$	43.923									4 42 22		
	TOTAL	\$ 25,000	\$ -		. \$	266,923		: \$	104,500		5 -		\$ 20,00	U	\$ 12,000		\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 25,000		Road Maintenance	\$		Storm Drain Maintenance	\$	8,500	Gilman Water Saving Landscaping				3 Yard Dump Truck	\$ 65,000) Small equipment replacements	\$ 2.500
2017-2018 429,315.30	Ezell Ave Hall Street Improvements - North	\$ 73,000		Crack sealing	\$	15,000				"The Ranch" Trail	\$ 35,00	00					
2017.		3	-	Cape Seal Southgate, Service Dr, Pep Cir	\$	95.000											: :
				Patch repair in Chichester area	\$	48,315	: -										
	TOTAL	S 98,000	:\$ -		\$	208,315		1.5	8,500		\$ 47,00	00	S	1	\$ 65,000	7	\$ 2,500

Town of Gardnerville
Capital Improvement Program 2012-2018

Table 1: Town of Gardnerville Capital Improvement Program, 2015-2020 - < Preliminary Review - March 2015>

Red was added or modified

Green is Rolled Forward



Blue 2015 Final CIP

٠.				PUBLIC WO	RKS 610-926-562-000		1.1.1				PARKS	S & RECREA	TION/OPEN SPACE			QUIPMENT/FACII		
TSCAL		CAPITAL	S: P :			NON-CAP	ITAL				CAPITAL		NON-CAPITAL		CAPITAL		NON-CAI	PITAL
YI	Roads Description	Co	Storm Drain ost Description		Roads Description	Ţ	Cost	Storm Drain Description		Cost D	escription	Cos	t Description	Co	st Description	Cost	Description	Cost
			00 Bank Hellwinkel Channel	\$ 23,037	SI KIRING SAVO DISENDO SOCIO DE SOCIE DE SOCIO D		Barres area Vis	Storm Drain Maintenance		8.500 Ri	aley's to Taler Sidewalk (Sidewalk)	35,00		03,255-1675-167	60 613 Debt Service Series 2005	AND DESCRIPTION OF THE PERSON NAMED IN	Small equipment- replacements	\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 23.0	OU DAIR HORWING CHARRES	0 - 65,034	Road-Maintenance	•	30.000	Storm Drain Waintenance -	•	8,300 Pe	ortion)	35,00	Repair Hellwinkel Shop	3 30.0	015 Debt Service Series 2005	122,702	replacements	. 2,500
014					Seal Coat shurch, wilrose, spruce, Stodick estates	\$	29.000											
2013-2	Valley Vision	\$ 20,0	OO Kingslane NDOT Match	\$ 50.000	Crack sealing	\$	15,000			М	fartin Slough trail-match -\$	25.00	Used for budget on Hellwinkle	\$ (75.00	00) 614 Fleet Vehicle	\$ 42,612		(a) (c) (d) (c) (d) (d)
20 48			treater that was contained		Land and the second sec		72 000						chanici	Paris and Electrical	Our service of the published by the contraction	chican social dispersion	Carrie of the Colon Colon Colon	12
	The state of the s	\$ 45,0	(used for chichester Cracks)		Patch repair in Chichester area	3	72,000		•	8,500		(0.00		\$ (35,00		\$ 165,594		\$ 2,500
2,794	TOTAL Valley Vision Bank		00 Hellwinkle Channel	\$ 73,037		\$	166,000		CONTRACTOR OF THE PARTY OF THE		WCF Trails Amenities \$	81,66			000 613-Debt Service-Series 2005	\$ 103,394	Small equipment	\$ 2,500
	Valley Vision Bank	3 12,0	00- Heliwinkie Channel	5 554,000	Road Maintenance	1.9	50,000	Storm Drain Maintenance	Ф	8,300 L	WCF Trans Amenines 5	81,00	o Tree Treatment	\$ 9,0		122,702	replacements	\$ 2,500
015	NDOT TAP - FY 2013 - 4 crosswalks	\$ 250,0	23 Q1 Grant Match	\$ (307,250)	Crack sealing (Material)	\$	15.000		800	L	WCF Trail Grant \$	(53,654	(1)	- 1111	Projector Movie	-\$ 8,500	+	
7.35	FY 2013 TE NDOT Funded - Crosswalks	s (232,40	(57) Kings Lane	\$ 83,000											Small Dump Truck	\$ 43,000)	
57 20	ADA Improvements NDOT TAP 2013 - Crosswalks	\$ 175	56 NDOT Kings Lane Grant	\$ (70,000)														
	TOTAL	\$ 50,1		\$ 239,750		\$	65,000		\$	8,500	\$	28,01	1	\$ 9,0	100	\$ 174,482		\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 15.0		φ 235,730	Road Maintenance	9		Storm Drain Maintenance	-Value 1000 0100	9 500 W	/aterloo Islands Water Saving		Tree treatment		000 Larger Crack Seal Unit	J 174,402	Small equipment	\$ 2,500
	Sidewalk Repair and ADA Ramp Opgrades	5 15.0	00		Road Maintenance	\$	50,000	Storm Drain Maintenance	\$	8,500 La	andscaping	12,00	o Tree deathen	2 37	targer Crack Scar One		replacements	\$ 2,500
	Gardnerville Station Matching funds (Former Eagle Gas) NDOT Tap match \$27,108 and other project work	\$ 50.0	00 \$ 232,467		Crack sealing	\$	15,000						10 =		Bucket Truck (used)	\$ 60,000)	
-2016					Sidewalk / ADA Cape Seal Road Industrial Way	•	174,000			\dashv							5	
2015-		T			Sidewalk / ADA Cape Sear Road flidustrial way	4												
					Patch repair in Chichester & virginia Ranch areas	\$	40,000						, ,					
	Valley Vision Bank	\$ 20,0	00															
100	TOTAL	\$ 85,0	00	\$ -		\$	279,000		\$	8,500		12,00	0	\$ 9,0	000	\$ 60,000	THE RESERVE AND ADDRESS OF THE PARTY OF THE	\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 25,0	00		Road Maintenance	\$	50,000	Storm Drain Maintenance	\$	8,500			Repair Hellwinkel Hay Barn	\$ 20.0	000 Equipment Trailer	\$ 8,00	Small equipment replacements	\$ 2,500
	Valley Vision Bank	\$ 20.0	00		Crack sealing	\$		Storm Drain Replacement South of Cemetery - bank	\$ 4	() ()()() III	aley's to Toler Sidewalk (Sidewalk ortion)	\$ 35,00	0 Repair Hellwinkel Shop	\$ 40,0	100			
0.00	Gardnerville Station (Former Eagle Gas) Construction of si	to																
53,00	improvements Match	\$ 60,0	00		Sunset Park Microsurfacing (Wilson, Easton, North Hampton	11 8	4()*()()()						Tree Treatment	\$9.	000			
4					Stodick Estates Microsurface	\$	80,000											
								,										
A April 1	TOTAL	\$ 105,0	00	\$ -			185,000			8,500		\$ 35,00		\$ 69,	000	\$ 8,00	0	\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 25,0		3 -	Pard Maintenance	\$						and the second s			500 Fleet Vehicle	\$ 45,00	Small equipment	\$ 2,500
	Sidewalk Repair and ADA Ramp Opgrades	\$ 25,0	00		Road Maintenance	D.	30,000	Storm Drain Maintenance	Ф	8,500 G	Gilman Water Saving Landscaping	12,00	0 Parks Small Equipment	3 4.	500 Fleet Vehicle	\$ 45.00	replacements	\$ 2,500
s 0	Ezell Ave Half Street Improvements - North	\$ 73.0	00		Crack sealing	\$	20,000						Tree treatment	\$9.	000			
2017-2018	Valley Vision Bank	\$ 20,0	00		Cape Seal Southgate, Service Dr. Pep Cir	\$	125,000	Storm Drain Replacement South of Cemetery - Project	\$ 6	6.000								
100		4								1							3	
- 17	TOTAL	\$ 118,0	00	\$ -		\$	195,000		\$ 7	4,500		\$ 12,00	0	\$ 13,	500	\$ 45,00	0	\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 25.0	00		Road Maintenance	\$	60,000	Storm Drain Maintenance	\$	8,500			Tree Treatment	\$9.	000 Fleet Vehicle	\$ 45.00	Small equipment replacements	\$ 2,500
	Valley Vision Bank	\$ 20,0	00		Crack sealing	18	25.0(H)										терисетенз	
2019	Sidewalk, curb and reconstruct Cemetary Dr.					1				-+								
2018-	Shewark, curb and reconstruct Cemetary Dr.	\$ 120.0	00		Slurry Arbor Gardens	2	158,000			-	- V			-				
1 13										_			ii.					
	TOTAL	\$ 165,0	00	\$ -		\$	243,000		\$	8,500		\$ -		\$ 9,	000	\$ 45,00	00	\$ 2,500
	Sidewalk Repair and ADA Ramp Upgrades	\$ 25.0	00		Road Maintenance	\$	60,000	Storm Drain Maintenance	\$	8.500					Lawn tra ctor	\$ 45,00	Small equipment replacements	\$ 2,500
02 06	Valley Vision Bank	\$ 20.0	00		Crack scaling	\$	25.000											
9-202	Sidewalk, curb and reconstruct Cemetary Dr.	\$ 120,0	00		Chichester micro Surfacing	8	75,000	Storm Drain - Bell	\$ 8	30,000								
201					Chichester Crack Repair	\$	25,000			-								
		1.		-	стеми стем перии	, p				-							_	
12	TOTAL	\$ 165,0	00	\$ -		\$	185,000		\$ 8	38,500		\$.		\$	1	\$ 45,00	00	\$ 2,500

Table 1: Town of Gardnerville Capital Improvement Program, 2015-2020 - < Prel	liminary Review - March 2015>
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PUBLIC WORKS 610-926-562-000									PARKS & RECR	EATION/OPEN SPACE		FLEET/EQUIPMENT/FACILITIES/OTHER				
. to high a tone of	CAPITAL	9		NON	CAPITAL		NON-CAPITAL		CAPITAL		NON-CAPITAL					
Roads	. (213)(24)	Storm Drain	P. P. S.	Roads		Storm Drain		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1								
Description	Co	st Description	Cost	Description	Co	st Description	Cost	Description	Cost	Description	Cost De	escription	Cost	Description		
MS Sidewalks (NDOT Project-Unfunded)	\$ 1,400,00	00 Waterloo/Toiyabe drop inlets		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Main St. Storm Drain Manholes \$	15,000	Street Lights at Gardner Park	\$ 75,000	Serenity Park-master plan	Co	oncrete-Shop (Replace Asphalt)	\$ 60,000	Road sign update and Replacement		
High School Street Extension (NDOT Project-Unfunded)	\$ 710,00	00 Spruce-drainage improvements		ADA Trasition Plan					1		3 '	YD Dump Truck	\$ 65,000			
Douglas/395 Traffic Island	\$ 35,0	O Church Street-drainage improve.		South Gate Parking Plan and county commissioner approval						Jewel Pond Upgrade (in-house) \$	10,000 Pa	ark Maint. Equip	\$ 25,000			
Toler Gateway-Virginia Ranch	\$ 10,00	00 US 395 Drainage Improvements- NDOT	\$ 1,000,000	Parking District plan for Downtown Gardnerville							Ac	dditional Rear loader	\$ 280,000			
756 Gateway-Lutheran Bridge	\$ 10,00	00 Company Ditch Cleaning								Martin Slough Trail-Kingslane \$	30,000 Re	efuse Truck	\$ 210,000			
MS Sidewalk Ph 3-CV Merc	\$ 50,00	00 Decker Ditch cleaning	70 CO NA 40 TO THE REST							Gardner Drill & Fill \$	15,000 Re	efuse Truck	\$ 210,000	-		
MS Sidewalk Ph 4-EFH/Adaven	\$ 75,00	00 Town Dtich Cleaning		A CONTRACTOR OF THE SECOND CONTRACTOR OF THE S						"Ranch" Trail \$	60,000 A	dditional 3/4 ton truck w/plow	\$ 35,000		1	
MS Sidewalk Ph 5-Catholic Church	\$ 25,00	00	- baxi				5-1	0 1 1 1 1 1 2 2 3 3 5 5 1 C	12.74	and completely same of the		dditional 3/4 ton truck w/plow	\$ 35,000			
MS Sidewalk Ph 6-JT's	\$ 100,00	00									Ŧ	ow behind compressor	\$ 16,000			
MS Sidewalk Ph7-Ritchford	\$ 60,00	00			1000						La	arger crack sealing unit	\$ 55,000			
Decorative Sign in Industrial area	\$ 14,00	00									2 (equipment trailers	\$ 12,000			
Decortive signs Arbor Gardens	11 11										60)" trim-mower	-\$ 25,000			
Decorative Signs in Chichester Estates											Ba	ackhoe	\$ 75,000			
Alley paving and reconstruction of alleys		To a Million of									La	arger grounds tractor	\$ 70,000			
Centerville Lane Bridge Widening - Cottonwood Slough	\$ 500,00	Gilman or Douglas - "Main Street" appeal		Water Rights - Irrigation ditch improvements along Martin Slough 32 acres of wetlands.	Ditch, mainly to	o irrigate the ranch at Gardnerville						fartin Slough Bridges- Ranch, ingslane/Lampe	TBI			
Togineti Alley repair or Pave												rush Chipper	\$ 15,000	-		
											Pr	ressure Washer-Trailer Mounted	\$ 4,800			
Pulverize and Replace -Chichester Dr	\$ 624,40	03									Gl	ES Building	\$ 300,000			
Pulverize and Replace - Harvest Dr	\$ 388,64	10									Sr	pence Property (by HPG)	\$ 375,000			
Pulverize and Replace - Marion Russell Dr	\$ 637,18	34						Town Hall Landscaping Update				ES Heritage Building Converted to Town ffice and Cultural center	1			
								Gardner Park Update			G	ardnerville Station Improvements				
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1 -					Arbor Gardens Park Update								
								Waterloo Median update								
	19.7							Toler-Landseapoing Update	\$ 62,000	+						
and the second of the second o		100000000000000000000000000000000000000									To	own Hall Expansion	\$ 450,000			
TOTAL	\$ 4,639,22	7	\$ 1,000,000		\$	- S	15,000	 	\$ 137,000	\$			\$ 2,317,800	The second secon	_	

Gardnerville Town Board AGENDA ACTION SHEET



1.	activities for February 2015.
2.	Recommended Motion: N/A Funds Available: ☐ Yes ☐ N/A
3.	Department: Administration
	Prepared by: Tom Dallaire
4.	Meeting Date: March 3, 2015 Time Requested: 5 minutes
5.	Agenda: □Consent ☑ Administrative
6.	Background Information: Presented at meeting.
7.	Other Agency Review of Action: □ Douglas County ☑ N/A
8.	Board Action:
	☐ Approved ☐ Approved with Modifications ☐ Continued

Gardnerville Town Board AGENDA ACTION SHEET



	Report of activities for February 2015.
2.	Recommended Motion: None required.
	Funds Available: 드 Yes
3.	Department: Administration
4.	Prepared by: Tom Dallaire
5.	Meeting Date: March 3, 2015 Time Requested: 20 minutes
6.	Agenda: ☐ Consent ☐ Administrative
	Background Information: See attached report.
7.	Other Agency Review of Action: ☐ Douglas County ☐ N/A
8.	Board Action:
	☐ Approved ☐ Approved with Modifications ☐ Continued



Lloyd Higuera , Chairman Mary Wenner, Vice Chairman Ken Miller, Board Member Cassandra Jones, Board Member Linda Slater, Board Member

Town Manager Monthly Report March 2015 Board Meeting

- A. Gardnerville Station (former Eagle Gas): The panel selected Stantec out of 5 received responses to the RFQ. We have provided a contract and scope of work to Stantec and are currently waiting on a reply. The 5 companies include, H&K architects, GML architects, JP Copolous AIA and RO Anderson Engineering. All were very qualified and would be a good fit for the project. The scoring used was based on experience and types of projects they had previously done. Stantec was able to document their projects very well. We are waiting on Nishikida to review the BLA and sign the application for county submittal. The county commission should be hearing the granting of the right of way to Mission Street this month. A Declaration of Value was prepared for that submittal.
- **B. 395 Crosswalks** –The storm drain will be videoed soon along the highway. The contract that will be signed at this meeting is approved.
- C. Kingslane Sidewalk Project We are re drawing the improvement plans with the revised wall sections from Three Castles Engineering. The irrigation box was cleaned out and we are incorporating several changes in these plans at the box. I can review this further with anyone if there are other questions. I will need to go back to the Kingslane one last time for an approval of the entry wall re-design. The old slump stone wall needs to be replaced. This means both sides of the entry need to be done and the drive access updated to allow pedestrians. We met with Gary Whistler on getting a new electrical connect and adding some decorative lights along this stretch of highway.
- **D. Hellwinkel Channel:** We are working through the review comments from the county along with all the other projects. I need some time next week to work through the comments from the drainage study. I am going to have to take on responsible charge of the design from Deny as he is no longer in the area. WCAC is on Monday. I will report to the board on how that went. I do not see any issues as the ditch will function the same.
- E. Wells Fargo ATM: No word on this.
- **F. Sharkeys**: See the email provided by Rob. NDOT is not supporting the crosswalk and they now have a process to go through to get a mid-block crosswalk installed. It's a lengthy study and Rob Anderson has offered his help and will need to locate our traffic counters out there to determine the traffic at the crosswalk location. This will take some time to complete the list of requirements for the study. It was a process approved in 2014, and was not part of our discussions a couple years ago when we were proposing the crosswalk idea. Carol Yparraguirre is to sign an agreement for joint access to the site. Rob is working through that now. I met with Troy at Battle Born about the proposed plans about the Sharkey's development, and he is excited about the work and that Carol is proceeding with the joint access. I would like to include the walkway in front of his building, fix some storm drain issues and install wider sidewalk from the jewelers.

G. Office Items:

- Attended the Chamber meeting and provided a report on the town and its activities.
- Met with hope about a couple of master plan amendments we may have on the agenda in the future.
- We submitted the Gardnerville Water Co. annexation application to the County for the process.



Lloyd Higuera , Chairman Mary Wenner, Vice Chairman Ken Miller, Board Member Cassandra Jones, Board Member Linda Slater, Board Member

- Town staff and I looked into many of the storm drain issues within the town. Had the town ditch behind
 the residents from Circle Drive cleaned out and all the willows removed.
- Attended the manager lunch meeting. Discussed the large wind event. We will be talking about getting
 emergency radios at the April meeting due to communication breakdown with the power outage and cell
 towers.
- Coordinated with Zach Cruz to work on the bridge at HPG.
- Worked through Gardnerville Station (Eagle Gas) BLA addressing county concerns.
- Met with the Basque District Development Team and attended the south SF Basque Cultural Center to watch the game and be a part of the 33rd anniversary celebration. They had a single Jai-alai and Pelota game, then dinner where they served about 450 people, and dancing after that. It was fun and I learned a lot about the sport. The facility is 33 years old, a single court, a restaurant, meeting room, dining room and restaurant inside a gated parcel. Bleachers were above the kitchen area, I believe, which was netted off (thankfully). The ball gets to moving off that wall to the point from viewing it from the side the ball was easily lost.
- Participated in legislative hearing for Bill SB51 with Paula, Patrice Frey, and Wes Henderson.
- Still meeting on the cost allocation. The towns are to get together and create a single document on why the towns benefit the county.
- Met with Paula and two members of the Minden steering committee on Main Street Minden.

Dallaire, Tom

From: Robert O. Anderson <randerson@roanderson.com>

Sent: Friday, February 27, 2015 7:43 AM

To: Nilssen, Erik, Resnik, Barbra

Cc: Dallaire, Tom; Mark Gonzales; Frank Johnson (frankjohnson@mgsdistrict.org); Eisele,

Steve; Moss, Mimi; Sullivan, Hope; Rao, Lucille; Les Porter (porter4ccc@aol.com); Mike

Pegram (mpegram@carsonvalleyinn.com)

Subject: Sharkey's Site Rehabilitation Project: Final Site Improvement Permit (exclusive of NDOT

Encroachment Permit)

Attachments: 2-26-15 Permit Set.pdf

Erik & Barbra,

Over the past few days we have been working with both the Town of Gardnerville and Gardnerville Water Company to resolved the few remaining issues on the improvement plans and their respective project approvals. I am pleased to report that both agencies have now approved the project plans as evidenced by their signature on the Cover Sheet. MGSD and East Fork Fire Protection District had previously approved the plans.

I am having delivered to you later this morning, three wet stamped sets of the final drawings, which incorporate each of these final plan adjustments. For our mutual convenience, the plans have been annotated with 'revision bubbles' to identify most if not all of the substantive changes.

There is one particular change that is noteworthy. Specifically, we have removed the previously proposed mid-block crosswalk on Gilman Avenue. Mr. Dallaire and I discussed this before making this change. Essentially, while processing the NDOT Encroachment Permit request, we were notified by NDOT that their design professionals were not keen on the idea of a mid-block crosswalk at this location. In addition, since Mr. Dallaire's former efforts to permit a crosswalk at this location, NDOT has adopted new standards and criteria for the siting of these facilities which, given this project's timeframes, are unworkable. Mr. Pegram has offered to pay the Town \$5,000 towards the construction of this crosswalk should it be approved in the future; however, he does not want the project to be delayed until the required design study and NDOT's approval process is concluded. As a result, with Tom's permission and approval, we have removed the crosswalk from the attached plans.

With this plan modification, we are prepared to re-submit to NDOT on Monday with updated plans and a responses to each of their comments. I expect their permit is probably two – three weeks away from being issued after receipt of the updated plans.

At this time, on behalf of Mr. Pegram, we respectfully request that you issue Douglas County's Site Improvement Permit based on the attached plans. Mr. Pegram has accepted the risk for proceeding with additional site work in advance of NDOT's final approval and, furthermore, understands that there can be no work within the right-of-way of either U.S. Highway 395 or State Route 756 until such time as NDOT's permit is issued. I hope you will also find this approach acceptable and be agreeable to issue the Site Improvement Permit.

During your review of this information and the forthcoming plans, should you have any questions, concerns or wish to discuss this request further, please do not hesitate to contact me. We will look forward to your favorable reply in the meantime.

s/Rob

Robert Anderson, P.E., CFM, WRS Principal Engineer direct line 775.215.5026