



GARDNERVILLE TOWN BOARD

Meeting Agenda

Ken Miller, Chairman
Cassandra Jones, Vice Chairwoman
Lloyd Higuera, Board Member
Linda Slater, Board Member
Mary Wenner, Board Member

1407 Highway 395 N.
Gardnerville, Nevada 89410
(p)775-782-7134 (f): 775-782-7135
www.gardnerville-nv.gov

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

Tuesday, October 3, 2017

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 were posted on September 28, 2017 on or before the third day prior to the meeting date, by Paula Lochridge, Office Assistant, Signed: Paula Lochridge : in accordance with NRS Chapter 241 at following locations;

Carson Valley Chamber of Commerce, 1477 Hwy 395 N, Gardnerville NV 89410 at 8:20 A.M.

Douglas County Historic Courthouse, 1616 8th Street, Minden NV 89423, at 8:28 A.M.

Gardnerville Post Office, 1267 US Hwy 395 #L, Gardnerville NV 89410 at 8:49 A.M.

Gardnerville Town Offices, 1407 Hwy 395 N, Gardnerville NV 89410 at 8:49 A.M. and on the Internet at www.gardnerville-nv.gov.

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 (BIS). 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. All items shall include discussion and possible action to approve, modify, deny, or continue.

Notice: "Any invocation that may be offered before the official start of the Board meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Board. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Board and do not necessarily represent the religious beliefs or views of the Board in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Board. Copies of the policy governing invocations and setting forth the procedure to have a volunteer deliver an invocation are available upon written request submitted to the Town Board of Gardnerville"

INVOCATION – Rob Simpson, Assistant Pastor of Valley Christian Fellowship

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

PLEDGE OF ALLEGIANCE – Cassandra Jones

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:

September 5, 2017 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 September 2017 claims.
4. **For Possible Action:** Approve Resolution 2017R-077 augmenting the Town of Gardnerville's Fiscal Year 2017-2018 budget.
5. **For Possible Action:** Approve continuing Resolution 2017R-01, a resolution by the Gardnerville Town Board adopting policy regarding opening invocations before meetings of the Town Board of Gardnerville; with public comment prior to Board action.

ADMINISTRATIVE AGENDA

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

6. **For Possible Action:** Discussion to approve Resolution 2017R-02, in support of and financial commitment to the Main Street Gardnerville program for the Main Street Gardnerville's state application; with public comment prior to board action. (approx. 5 minutes)
7. **Not For Possible Action:** Discussion on the Main Street Manager's semi-annual Report of activities and financials (approx. 20 minutes)
8. **For Possible Action:** Discussion to accept and sign an agreement between Douglas County and the Town of Gardnerville for \$539,350 in a grant from the Nevada Community Development Block Grant Programs for redevelopment of the former Eagle Gas Station site, authorizing the town manager to sign the associated documents; with public comment prior to board action. (approx. 10 minutes)
9. **For Possible Action:** Discussion to approve, approve with modifications, or deny the following proposed town policies or revisions to town policies:
 - a. Town Social Media Policy
 - b. Greenwaste Policy 22.12
 - c. Collection Days 21.3
 - d. Solid Waste Collection Routing 21.4with public comment prior to board action. (approx. 20 minutes)
10. **For Possible Action:** Discussion to approve, approve with modifications, or deny funding a portion of the NV Energy work, in conjunction with the Douglas County School District's Carson Valley Middle School for the site improvement project providing underground power in the amount of \$12,989.35. The services provide underground power adjacent to High School and Courthouse Streets with a vault and conduit stubs onsite for possible future projects to provide underground power along Courthouse Street; with public comment prior to board action. (approx. 10 minutes)
11. **For Possible Action:** Discussion and direction to staff on current and future projects such as: Gardnerville station, Street projects, curb and gutter storm drain improvements along Hwy 395, trail improvements, Hellwinkel barns, etc., to develop priorities and look at funding opportunities; with public comment prior to board action. (approx. 30 minutes)
12. **Not For Possible Action:** Annual training relating to the provisions of NRS 241 (Open Meeting Law) required by NRS 269.579. Presentation by: Jennifer Yturbide, ESQ. Town Counsel. (approx. 45 minutes)
13. **Not For Possible Action:** Discussion on the Town Attorney's Monthly Report of activities for September 2017. (approx. 5 minutes)
14. **Not For Possible Action:** Discussion on the Town Manager's Monthly Report of activities for September 2017. (approx. 5 minutes)



GARDNERVILLE TOWN BOARD MEETING AGENDA – CONT'D

15. Not For Possible Action: Discussion on the Board members activities and liaison committee reports including but not limited to; Carson Valley Arts Council, Nevada League of Cities, and Main Street Gardnerville.(approx. 10 minutes)

2nd PUBLIC INTEREST COMMENTS period (No action will be taken)

Adjourn

Next monthly meeting November 7, 2017 2:00 PM for NRS required Annual Land Use Training @ East Fork Training Center, 1694 County Road, Minden and regular meeting at 4:30 PM @ Town Administrative Office, 1407 Highway 395 N, Gardnerville



GARDNERVILLE TOWN BOARD

Meeting Minutes

Ken Miller, Chairman
Cassandra Jones, Vice Chairwoman
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Contact: Carol Louthan, Administrative Services Manager for any questions or additional information. You may also view the board packet online at the town's website.

Tuesday, September 5, 2017

4:30 p.m.

Gardnerville Town Hall

INVOCATION – Pastor Matt Wetzell of Calvary Chapel Carson Valley

4:35 P.M. Chairman Miller called the meeting to order and made the determination a quorum is present.

PLEDGE OF ALLEGIANCE – Chairman Miller led the flag salute.

PRESENT:

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

Jennifer Yturbide, Town Counsel
Tom Dallaire, Town Manager
Geoff LaCost, Superintendent Public Works
Carol Louthan, Administrative Services Manager

 **PUBLIC INTEREST COMMENTS (No Action)**

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No public comment.

 **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 Higuera/Slater to approve the agenda.

No public comment.

Mr. Dallaire asked to pull item 5 from the consent calendar.

Chairman Miller will move item 5 from the consent calendar to administrative.

No public comment.

Motion carried unanimously.

 **FOR POSSIBLE ACTION: APPROVAL OF PREVIOUS MINUTES:**

August 1, 2017 Regular Board meeting, with public comment prior to Board action.

Motion Slater/Jones to approve the minutes of the regular board meeting of August 1, 2017.

No public comment.

Upon call for the vote, motion carried unanimously.

 **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.
Read and noted.
2. **For Possible Action:** Health and Sanitation & Public Works Departments Monthly Report of activities.
Approved.
3. **For Possible Action:** Approve August 2017 claims.
Approved.
4. **For Possible Action:** Approve a town special event/street closure application for Splash Dogs scheduled for September 28 through October 1, at a cost of \$2,500 in addition to providing bleachers and assisting with setup of the event.
Approved.
5. **For Possible Action:** Approve Proclamation 2017P-02 recognizing the 25th Anniversary of the Business Council of Douglas County.
Pulled for discussion.
6. **For Possible Action:** Approve a Special Event Application for Main Street Gardnerville's Scarecrow and Fall Festival to be held in Heritage Park on Saturday, October 7, 2017 from 7:00 a.m. to 5:00 p.m.
Approved.
7. **For Possible Action:** Approve a Special Event/Street Closure Application for Main Street Gardnerville's Coffin Races to be held in Heritage Park on Saturday, October 14, 2017 from 7:00 a.m. to 5:00 p.m., closing Ezell Street between Slaughterhouse Lane and Gilman Avenue.
Approved.

Motion Higuera/Jones to approve the consent calendar.

No public comment.

Upon call for the vote, motion carried unanimously.

ADMINISTRATIVE AGENDA

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


5.  **(Pulled from Consent) For Possible Action:** Approve Proclamation 2017P-02 recognizing the 25th Anniversary of the Business Council of Douglas County.

Mr. Dallaire presented Renee Louis and Bobby Thompson of the Business Council with a proclamation recognizing their 25th anniversary.

Ms. Renee Louis has been with the Business Council for 18 years. We have a long history with the town of Gardnerville. It's been a wonderful collaboration. One of our favorite board members was Tom Cook. There is a lot of collaboration that has gone on. Some things that come to mind that we worked with you directly are: Transportation 20-20 plan, early 2000. That project lasted three years and the council spent over \$100,000 looking at funding sources, pathways and eliminating the west side bypass possibilities. Susan Martinovich had given the business council a gift. It was a fabulous stacked photo of the town of Gardnerville. We were proud to receive that from NDOT at the time. Many years later when you opened this building and you had the open house, I felt it would better be served if that photo was here in your house and that would be that photo on the wall. That was our gift and it was a great pleasure for me to present that to the board at the time. I appreciate everything you do now and in the future. If you ever need us we are here. Thank you for recognizing our 25 years.


No public comment.

Motion Jones/Slater to approve Proclamation 2017P-02 recognizing the 25th anniversary of the Business Council. Motion carried unanimously.

8.  **Not for possible action:** Discussion and presentation by Leadership Douglas County regarding the Leadership Class Project which advocates for the formation of a Douglas County Community Foundation. Appearances by representatives of the Leadership Douglas County Class of 2017.

Ms. Connie Billington with the 2017 Leadership Douglas County Program. With me is Sally Grant and Dave Rauschhuber, who is on our team. Unable to be here is Audrey Slobe from City National Bank. Thank you for letting us come and present our program to you. (Power Point presentation given) Each year the class takes on an important project. We settled on a very exciting direction, a Douglas County Community Foundation. (Power point

presentation – in board packet) I will mention that as of last week we have four individuals from our Leadership Douglas County class who are going to, if this doesn't happen by the end of our graduation, continue to support this and try and work forward on this project.

9.  **For Possible Action: Discussion on providing a Town Friendship Sponsorship for the Carson Valley Arts Council and becoming a member of the organization of which we have a board member liaison position on the board; with public comment prior to board action. Presentation by Mary Wenner, Board member, Arts Council representative**

Attorney Yturbide is a board member on the Carson Valley Arts Council. So I cannot participate in this matter.

Ms. Wenner has been on the board for about five years. I brought Sharon Schlegel, secretary/treasurer/grant writer for the Carson Valley Arts Council. She is here in case you have any questions. We did get an email from a lady from the town of Gardnerville. Ms. Wenner read the letter for the benefit of those present. (letter in board packet) I emailed Brian and Sharon and asked them if any of the money from sponsorships go towards the building. Brian's response was both of the areas of support, friendship and sponsorship, are for general Carson Valley Arts Council operations. They allow for organizational sustainability, continued programming and expansion of community events. They are not part of the capital campaign of which we seek separate support through grants and private donations.

Chairman Miller called for public comment.

Ms. Schlegel commented it is being run together, but there are two categories. One is our friends of the arts. That is our annual membership which we have several levels. We just added a business category and a nonprofit group in addition to our general membership for individuals and families. So that is separate. That money goes into the operating budget to keep the business going. The other is a sponsorship for the concerts. We have several different levels of sponsorship. That helps us to keep doing our programming, concerts and youth education in the schools.

Vice-Chairwoman Jones asked on the friendship benefits form, if that would include season tickets and 3 passes at a discount. Obviously we're an organization. Would this be extended to all of our staff.

Ms. Schlegel answered yes. You just say you are a member when you order the tickets and you would get the discount. There are some benefits for the sponsorship in the different levels. You get your name or logo or some kind of an ad in there. Also it goes on the website and for different levels you might get season tickets that you can use personally or give away for some function.

Ms. Wenner advised Sharon was applying to the county for a grant application. For the last few years they have been getting \$10,000 from Douglas County. But not for the last two years have they had the grant application. The arts council is short that amount on their budget.

Chairman Miller asked where the \$10,000 came from before.

Ms. Schlegel answered it was the community grant. Douglas County puts it on each year. They have all the organizations compete for the money. It went away for us because we got it for several years. They didn't want to give it to the same organizations over and over.

No further public comment.

Vice-Chairwoman Jones is challenged with the open meeting law when I read number 9. The friendship sponsorship is different than sponsoring a concert series. The friendship form has a limited size and I also think about the precedent we set with other organizations in town. I believe it's \$150 to the Record Courier, \$150 to Project Santa Claus. We don't have the resources to replace that grant. I'm looking at the friendship form and consistent with our prior pattern I would think it would be \$150, which would be the better friend category.

Motion Jones/Higuera to be a better friend on the friendship form for \$150. Motion carried unanimously.

10.  **Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for August 2017.**

Attorney Yturbide reported this month we had the special meeting and the extra work was spent in relationship to that meeting. It was really a rather light month, even when you look at the agenda tonight. One of the things Tom asked me about is if it would be helpful to have a presentation on the open meeting law. I don't know if you would like to have something like that in the next month or two. Tom has asked me and I was wondering if you would like me to do a presentation.

Mr. Dallaire is trying to get together with Minden and Genoa. Minden is not participating. Phil expressed an interest to have a combined meeting for training.

Chairman Miller skipped the last one because I went to the one at the state.

Attorney Yturbide believed Pool Pact will put one on.

Mr. Dallaire mentioned we could also have the attorney general do it. I was going to find out what days would work better for board members in September or October. Historically it's been about 1½ to 2 hours. We have to do the land use portion and also the open meeting law. Those are the two that are required. There is some other training on year end reports and I can see if I can get Kathy Lewis to do that. If that isn't something we want to do this year I can coordinate with her and try for February next year. We can get it done early. If that is something you are interested in then we can have Jennifer do the open meeting law. I can see if Mimi or Heather will do the land use as well. Get that all done at once. I had September 19 or Oct 24th as choices. Are there different dates you would prefer?

Attorney Yturbide checked and October 24th is fine. September 26th would be difficult. I would lean toward October 24th.

Vice-Chairwoman Jones is out of state.

Mr. Dallaire needs to coordinate. I will throw out some dates to Mimi and find out when she is available and when you are available.

Vice-Chairwoman Jones asked about October 3rd. What about starting the training at 1 or 1:30 and doing it before the meeting.

Mr. Dallaire asked if we would just have Genoa come to the board meeting. I will see if he can set that up.

Attorney Yturbide would ask the individuals what length of time they each are going to need to do their presentation.

Chairman Miller pointed out since we conduct regular business in this office I would suggest an alternate location, like the East Fork Fire District room. End the training at 4:00 and then we could still make the 4:30 meeting.

11.  Not For Possible Action: Discussion on the Town Manager's Monthly Report of activities for August 2017.

Mr. Dallaire reported Taco Bell came back in. County staff has no problem with the design. Chase Bank has submitted an application. I have a pre-app meeting with them. It is the same plan that was proposed prior. I am working on the Borda property behind Hussman. We have a storm drain system in there that discharges into an open ditch. They want to pipe that ditch. Ted is planning on growing a crop back there. He is getting some funding from NRCS. They will pay for the pipe but not the manhole or the riprap. We are looking at putting a manhole and a new pipe so we can gather some fall. That would make the pipe 2/10ths higher than the water surface today. In a storm event it would allow it to drain. We fixed a lot of the problems upstream. We would leave the pipe, increasing the capacity it has on the outlet side. That will help this drainage system. NRCS is going to help pay for that through Ted Borda. The problem is he doesn't want an open ditch so it will be a manhole. The only part we would clean is at the outlet point. It hasn't been a problem this year. I am trying to get costs on it now. I am just giving you a heads up. We did get comments back from NDOT for Kingslane. We are moving forward. There are some utility agreements I need to get. Working with Theresa from NDOT. She has been pushing to get this done. We are getting our 100 percent plans complete. Once those are done we have to submit these letters from Southwest Gas and the sewer district that we are going to modify their utilities. They will pay for those modifications. They have to agree to that. NDOT is pretty good at demanding things in a letter. The Air Show, what board members are planning on attending and how many tickets?

Ms. Wenner is volunteering. I don't need any tickets.

Chairman Miller is volunteering on the 7th with Rotary and the 8th I would like to have 3 VIP tickets.

Vice-Chairwoman Jones' family can't attend.

Mr. Higuera would like two.

Vice-Chairwoman Jones' preference would be those go to our staff.

Mr. Dallaire asked if they would send an email or text how many each of you want.

Mrs. Slater asked about the 395 sidewalk at the French.

Mr. Dallaire reported NDOT decided it was going to be too hard to coordinate and they turned it over to the right-of-way department. They agreed the curb was bad and would replace the curb, gutter, sidewalk and grind out the street two lanes wide, the full width and we will stop in the middle of the lot before the stop sign. I explained that is not the worst part in town. If you are going to grind anything, grind in front of the Overland and overlay and repair the patch in front of the French. They came back and said they will repair this much and add 336 feet of curb and gutter. Then we are responsible for the sidewalk. Anderson is working on the plans. They should be done this Thursday. The survey took place a couple weeks ago. Tony called and said we are going to be down there tomorrow and all we are doing is cutting out the hole, backfilling it and paving it. They will push all the rest off to major maintenance. It will be an actual project now. I don't know the schedule. We just have the plans on our part so I can start working with the bars on what they want the alley to look like. Then we will work with the county on getting the alley. Carey is a new DA. Doug handed this project over to her. She is our representative. Once I get the plans from Anderson I can set up an appointment with Carey. The sidewalk included the storm drain. We need to get the video done so we can prove to NDOT their storm drain system is failing.

Mrs. Slater asked when we are on the list to have the whole town resurfaced?

Mr. Dallaire answered it is not on the list.

Mrs. Slater asked if there is a place you can file a formal complaint with them?

Mr. Dallaire answered yes, with Thor Dyson.

Mrs. Slater suggested putting it in writing and telling them what the original agreement was and that you had secured funds from the town board. So there was adequate time. They could have gotten back to you prior to meeting with us. Tell him to come down and take a look at what a terrible job they did.

Chairman Miller asked why the DA's office has to review the plans we have for the alley. They didn't on the gas station when we acquired it.

Mr. Dallaire answered Douglas County has ownership of the alley. I want the county to fix the alley before they give it to us. It will just be pedestrian access. We will end up closing up the East Fork driveway as well because it is not grandfathered in any more.

Chairman Miller would like to say on the corner of Mill and Hwy 395 last week there was a 3 foot elm coming out of the curb and now it is gone.

Mr. LaCost will check on it.

Mrs. Slater asked about item 13.

Mr. Dallaire responded county social services is currently located at the end of Cemetery and Douglas. Their plan is to move social services to the old senior center. The only part that is not getting added onto is the front facing. All their services would be in that building at the end of Meadow Lane. If we are going to have that facility Meadow needs to have sidewalks. I guess the residents have complained in the past about putting sidewalks. Geoff and I discussed some options to widen the road and make it a complete street. I was informed by Dale Bohlman that


everybody just walks in the street. It is outside of our right-of-way. We have a 54 foot wide right-of-way in there. The road itself is 37 feet wide, 41 feet from back of curb to back of curb. We are looking at narrowing the road and adding some options. We will get a workshop scheduled. We are trying to get on the round for CDBG for the next set of funds. I hand drew some plans on what I would like to do and talked with social services. We have to have the building improved because it is in bad shape. They do have some money saved from their budget. I am trying to get that worked out with Peter Walsh.

Chairman Miller asked if they could get an update for the board on what is going on with the ponds and trails, what we have left and what has been done by the state.

Mr. Dallaire can update them now. They are waiting on me to get the plans done and get it out to bid. I have all the amenities at the shop ready to be put in and now the irrigation water is shut off. The ponds were the wetlands and a different grant. The trail system is under NDOT with Douglas County. We would add amenities to that. The trails grant needs to be completed by December.

Chairman Miller asked if there were any other questions.

There were none.


12.  **For Possible Action: Approve or deny travel for board members/manager wishing to attend Nevada League of Cities Conference in Mesquite, Nevada, October 10-12, 2017; with public comment prior to Board action.**

Mr. Dallaire reviewed the League of Cities conference is in Mesquite. The power courses and the golf tournament are on Tuesday. Wednesday is when the exhibits open. The welcome reception is on Tuesday night. Linda is going. I just wanted to make sure no other board members are going. We will lose the cheaper rate. It expires on the 11th. I will be going. I did get a confirmation from Jo that we will need to do a basket. I will be going to the golf tournament and then attend the conference. I will just drive the town car down there if the board approves.

Mrs. Slater will be leaving Friday morning because I have a board meeting late in the afternoon on Thursday.

No public comment.

Motion Higuera/Wenner to approve travel for Linda Slater and Tom Dallaire to attend the Nevada League of Cities Conference in Mesquite, Nevada, October 10-12. Motion carried unanimously.

13.  **For Possible Action: Approve or deny manager/board members attending the Nevada Economic Development Conference September 11-13, 2017 plus travel; with public comment prior to Board action.**

Mr. Dallaire stated the conference has been held in Reno the last two years. This is the first time they have held it in Las Vegas. This was a pretty detailed report on the conference. I didn't know if anyone was interested in going. I was planning on going to this conference and fly down. I would be staying at the Hard Rock.

No public comment.

Motion Slater/Higuera to approve the town manager attending the Nevada Economic Development Conference in Las Vegas for September 11 through 13, 2017, plus travel. Motion carried unanimously.

14.  **Not For Possible Action: Discussion on the Board members activities and liaison committee reports including but not limited to; Carson Valley Arts Council, Nevada League of Cities, and Main Street Gardnerville.**

Ms. Wenner reported the only thing they brought up is instead of having every other month meetings it will be every month and they are trying to have a fundraiser where they might rent out TJ's Corral or maybe the fairgrounds and bring in some music. They want a yearly fundraiser. We will see what happens with that.

Chairman Miller advised the concerts that Carson Valley Inn has there now, they arrange the entertainment. They don't get any proceeds from the ticket sales. They handle strictly concessions and just rent the space to the ticket facility. That might be something to take back to the council and let them know.

Ms. Wenner stated there is a new board member. His name is Joe and he is very aggressive about helping raise money.

Mrs. Slater reported the executive committee held their workshop/retreat last Wednesday in Reno. We had an update on the League in reference to memberships, dues, as well as other League areas of concern. We went over what the role and responsibility of a board member is and discussed ways to make improvements to make sure the information flows to the entities we represent. The common denominator is communication. We also discussed creating booklets that we could hand out to all the new members as well as holding orientation meetings for newly elected officials so everyone has a well-rounded idea of what is the League and what does it represent. We discussed the League's priorities in respect to keeping the organization as informative as possible to all its members. We briefly went over the tentative schedule for the conference. Lastly the League is updating the bylaws and strategic plan. We will be working with the executive director, Wes Henderson, to move that forward. He originally wanted to sit down and rewrite everything. I recommended not reinventing everything. Take what we currently have and we need Wes' input as to what he feels is viable and what we need to change. Then bring that information to the executive committee. We can work with that to make sure it's going to be something that will represent not only the large cities, but the medium and small towns and GID's as well. In my estimation it was great. Long day, but good.

Mr. Higuera reported Main Street has another new member, Debra Ham. She wound up being quite a find. She is going to fill in the rest of Stephanie Waggoner's term. She has lived here for three years. She is a retired special education teacher and was attracted to Main Street by the wine walk. Just before she was introduced they were struggling looking for a secretary. She stepped up and now is the secretary. She took the notes for that meeting. She was put into immediate service. They decided to send Debbi Lehr to the 2018 Leadership Douglas County. She is excited about that. The July 4th run/walk wasn't agendaized, but they discussed it briefly. They are not real happy about the run/walk. They only made \$20.19. It hasn't been much more than that in previous years. They are sending it back to the committee to bring a recommendation to the board. Since we are involved I suggested they bring it to this board so we could make a joint decision on whether to continue or drop the event. They are talking about adding the Turkey Trot to their lineup. That's all being discussed. The Main Street board/volunteers are participating in the Carson Valley Museum Gardnerville Town Tour. They will be joining in that. It is a historical tour of the town of Gardnerville and Main Street will be helping out with that. Those are the highlights of the meeting.

2nd PUBLIC INTEREST COMMENTS period (No action will be taken)

Connie Billington would like to address the idea of the Turkey Trot. Main Street Minden is hosting that event this year. We asked Gardnerville to participate. The Turkey Trot is being held in Minden Park. Other than benefitting the Carson Valley Community Food Closet and DAWG, we are also looking to promote Small Business Saturday so we can keep people shopping in the valley. I would also encourage any businesses that would like to participate in sponsorship, we will have swag bags that people will take home, inviting them back to shop.

Mr. Joseph Caughey has been a resident of Gardnerville for 13 years in Stodick Estates. I am from Commercial Efficient, a maintenance company from Southern California. We proposed about 10 years ago to do the grounds for the city. There is a street, Toler, and I proposed the company, for a month, will do Toler for free to show you what we could do. Instead, the city manager had them redo everything low maintenance and put in a bunch of rocks and sand. They cleaned it up, but it wasn't to the level I was thinking. Recently the company got together with me and they want to propose the same idea to do the grounds of the city for half of what the budget is that you spend yearly to take place starting in January. Any given month if we didn't perform well enough we don't get paid. We can easily do much better than what the grounds people are doing. Basically they just wanted me to make the proposal. I show customers how to take care of the grounds and work with their guys. Once they kind of know what they are doing I go and work for another company.

Chairman Miller would urge you to bring the proposal to the town manager and then he will bring it before the board in a discussion item.

Mr. Caughey was going to propose that, but first they wanted me to feel it out.

Chairman Miller advised the board cannot give a decision on that because it's not on the agenda.

Attorney Yturbide's job is to make sure in the public interest section that we are talking about items that are not on the agenda. What the chairperson is saying to you is if you go and talk with Mr. Dallaire and give him those ideas it can come back.

Mr. Caughey has been here before where there's nothing but the girls here.

Attorney Yturbide is sure they would love to entertain what you have to propose. But that's the process. Then he can bring it forward in an agenda item where they can give you feedback. Otherwise they can't at this point.

Mr. Caughey indicated the company wants to be one company again. I was kind of the spark plug in the company on how to make money. We would come and propose to take care of the city. It doesn't cover the trash company.

Chairman Miller needs to stop Mr. Caughey at this point. These public comments are only three minutes long. Plus the fact we cannot consider your proposal until it is on the agenda.

Vice-Chairwoman Jones hears what he is saying. But the law prohibits the board from making a decision or discussing it. So we invite you to make that proposal to Mr. Dallaire.

Mr. Caughey will be doing that. It takes them a while and they want to start on January 1 if you are interested. This is with Commercial Efficient. I'm somebody that has been retired from the company and they want me to come back and do what I was doing. That's what it's about.

Mr. LaCost just needs some kind of contact information.

No further public comment.

Meeting adjourned at 6:05 pm.

Ken Miller, Chairman

Tom Dallaire, Town Manager

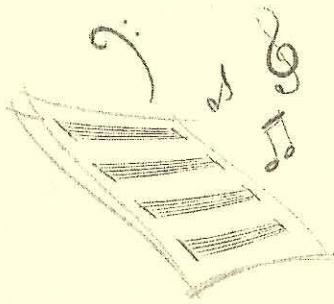
Gardnerville Town Board

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:** October 3, 2017 **Time Requested:** N/A
5. **Agenda:** Consent Administrative
6. **Background Information:** See attached.
7. **Other Agency Review of Action:** Douglas County N/A
8. **Board Action:**
 Approved Approved with Modifications
 Denied Continued



the Carson Valley Pops Orchestra

*"The small orchestra with the big sound.....
bringing fine music to the Carson Valley."*

ENTERED

SEP 13 2017

September 11, 2017

Thomas Dallaire
Town Manager
1407 Hwy 395 N
Gardnerville, NV 89410

Dear Mr. Dallaire,

On behalf of the Board of Directors and the members of the Carson Valley Pops Orchestra, we gratefully acknowledge the opportunity to play our 4th of July concert at Heritage Park in Gardnerville. The park is a wonderful venue for this concert and community members seemed to enjoy it very much. We provide free concerts to the residents of the Carson Valley and surrounding communities and with your help and support we are accomplishing this goal.

We hope to see you at our fall concert on October 14th at the CVIC Hall in Minden!

Sincerely,

A handwritten signature in blue ink that reads "Judy Sheldrew".

Judy Sheldrew, President
Carson Valley Pops Orchestra Board

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MEMORANDUM

Town of Gardnerville

Tom Dallaire, P.E.
TOWN MANAGER

TO: Tom Dallaire

FROM: Marie Nicholson

SUBJECT: Praise for the Town of Gardnerville – Health & Sanitation Department

DATE: 9/12/17

Today I got a call from Bob Macias from Fitzhenry's Funeral Home. A huge family was coming to a funeral service when Bob realized that trash from the apartment building next door had created a huge mess in the parking area. He explained the situation to our drivers and they completely cleaned the area, picking up all the trash. The parking lot was in perfect order when the family showed up for the memorial.

He doesn't know the names of the two drivers, but wanted to be sure that the Town Board realizes that they went above and beyond the normal scope of their job and showed exceptional kindness. He greatly appreciates our excellent employees.

Marie

Suicide Prevention Network



Debbie Posnien

Executive Director

debbie@spnawareness.org

775.783.1510

www.spnawareness.org

1625 State Route 88, Suite 203
Minden, NV 89423



Suicide Prevention Network

Suicide Prevention Network is a non-profit organization dedicated to understanding and preventing suicide. Donations which allow us to continue our work are greatly appreciated.
Tax ID: 73-1646702

Town of Gardnerville -

We had a wonderful event at the Heritage Park! Thank you for all your support and kindness!

Debbie

Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Approve Health and Sanitation & Public Works Departments Monthly Report of activities
2. **Recommended Motion:** Approve as submitted
 Funds Available: Yes N/A
3. **Department:** Administration
Prepared by: Carol Louthan
4. **Meeting Date:** October 3, 2017
5. **Time Requested:** N/A
6. **Agenda:** Consent Administrative
7. **Background Information:**
Trash (August landfill figures)

Credit Cards (August figures)

Residential Accounts	1788
Commercial Accounts	232
Green Waste Accounts	1373
Recycling Accounts	0
Cleanup Dumpsters	9
X cans	349
# of new residential accounts	16 accts transferred to new owners
# of new commercial accounts	0
Minimum User Accounts	31
Total tons of trash	393.32
Total tons of Greenwaste	60.40

Total Amount	\$6067.30	
Total Transactions	76	
Visa	59	\$4,322.16
Mastercard	6	\$ 664.37
American Express		\$ 0
Terminal	3	\$ 485.37
E checks	8	\$ 595.40

8. **Other Agency Review of Action:** Douglas County N/A
9. **Board Action:**
 Approved Approved with Modifications

Superintendent Town Public Works Monthly Report

Public Works & Parks – 9/2017

- Finished Gilman landscape and left openings for future infrastructure.
- Start fall cleanup of parks, lineal, and detention basins.
- Training on crack filler safety and operation.
- Pumping down Carrick pond regularly to reduce algae and mosquitos.
- Street sweep on the 8th, 15th, 22nd, and the 28th of this month.

Health and Sanitation (H&S) – 9/2017

- Meet contractors and inspected truck 608 bed. The bed has damage on the inside.
- Personnel issue with missing totes. Review policies and mentor employees.
- One accident with refuse truck 617. Struck parked car in Kingslane area. No injuries.
- Completed scheduled service of all refuse trucks - changing filters.

Engineering and Contracted Work – 9/2017

- Drafted Esplanade punch-out list for site work that still needs be done before acceptance.
- Draft training and certification policy for the town.
- Meet with a citizen who wants an exclusive contract for all landscape and maintenance work the town performs. Provided the citizen with areas, performance expectations, insurance requirements, and asked them to provide a bid for next year's budgeting process. What they are asking for will require a formal "Request for Proposal" process.
- Meet with Boy Scout "Conner" about installation of park benches in Gilman open space.
- A majority of the Superintendents time this month spent on the accident, policies, and other personnel issues.

Superintendent Report

Friday, September 29, 2017

9:12 AM



Gilman Landscape



Gilman / Chichester Landscape



Interior of truck 608 body



Interior of truck 608 body

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Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action: Approve September 2017 claims.**
2. **Recommended Motion: Approve as submitted**
Funds Available: Yes N/A
3. **Department: Administration**

Prepared by: Carol Louthan
4. **Meeting Date: October 3, 2017** **Time Requested: N/A**
5. **Agenda:** Consent Administrative
6. **Background Information:** See attached.
7. **Other Agency Review of Action:** Douglas County N/A
8. **Board Action:**
 Approved Approved with Modifications
 Denied Continued

Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town										
Department 921 - Gardnerville Admin										
Account 510.150 - Board Compensation										
4288 - Higuera Lloyd W	9/17 BOARD	G'VILLE	Paid by Check # 667665		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
24008 - Jones Cassandra Esq	9/17 BOARD	G'VILLE	Paid by Check # 667678		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
28960 - Miller Kenneth	9/17 BOARD	G'VILLE	Paid by Check # 667697		08/31/2017	09/08/2017	09/08/2017		09/08/2017	275.00
2969 - Slater Linda	9-17 BOARD	TOWN OF GARDNERVILLE	Paid by Check # 667737		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
8364 - Wenner Mary	9-17 BOARD	TOWN OF GARDNERVILLE	Paid by Check # 667773		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
Account 510.150 - Board Compensation Totals Invoice Transactions 5										
										\$1,275.00
Account 511.201 - PEBS-Ret.Medical										
20219 - NV ST Public Employees	9-17 PREMIUMS	731	Paid by Check # 667707		09/01/2017	09/08/2017	09/08/2017		09/08/2017	9.68
Account 511.201 - PEBS-Ret.Medical Totals Invoice Transactions 1										
										\$9.68
Account 520.055 - Telephone Expense										
29103 - Frontier	782-7134 8-17	77578271340502795	Paid by Check # 667419		08/16/2017	09/01/2017	09/01/2017		09/01/2017	109.98
29103 - Frontier	782-3856 8/17	77578238560808025	Paid by Check # 667419		08/16/2017	09/01/2017	09/01/2017		09/01/2017	54.12
13097 - Verizon Wireless	9791977519	842011146-00001	Paid by Check # 668073		09/01/2017	09/15/2017	09/15/2017		09/15/2017	325.78
Account 520.055 - Telephone Expense Totals Invoice Transactions 3										
										\$489.88
Account 520.060 - Postage/Po Box Rent										
25903 - U S P S CMRS-PP	30465 9-17	TOWN OF GARDNERVILLE/10600 0030465	Paid by Check # 668330		09/14/2017	09/22/2017	09/22/2017		09/22/2017	250.00
Account 520.060 - Postage/Po Box Rent Totals Invoice Transactions 1										
										\$250.00
Account 520.064 - Travel										
12997 - Do Co Procurement Program	8-17 DALLAIRE	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	112.25
Account 520.064 - Travel Totals Invoice Transactions 1										
										\$112.25
Account 520.080 - Insur.-Liability										
3402 - Warren Reed Insurance	14867	NICHO-3	Edit		09/14/2017	09/29/2017	09/29/2017		09/29/2017	25.00
Account 520.080 - Insur.-Liability Totals Invoice Transactions 1										
										\$25.00
Account 520.084 - Replacement & Repair										
13485 - Ahern Rentals Inc	17922726-1	205304	Paid by Check # 667840		08/10/2017	09/15/2017	09/15/2017		09/15/2017	14.49
25328 - Michael Hohl Motor Co Inc	6512624	G'VILLE	Paid by Check # 667967		08/25/2017	09/15/2017	09/15/2017		09/15/2017	32.50
Account 520.084 - Replacement & Repair Totals Invoice Transactions 2										
										\$46.99



Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town Department 921 - Gardnerville Admin Account 520.089 - Power	2856008 8-17	2856009	Paid by Check # 667988		08/25/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	249.21
					Account 520.089 - Power Totals					\$249.21
Account 520.090 - Water	640.01 8/17	640.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	31.55
1429 - Gardnerville Water Company	690.01 8/17	690.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	121.67
					Account 520.090 - Water Totals					\$153.22
Account 520.092 - Heating	0015779022 8- 17	2410015779022	Paid by Check # 667529		08/15/2017	09/01/2017	09/01/2017	09/01/2017	09/01/2017	14.42
3021 - Southwest Gas-Las Vegas	1072224004 8- 17	2411072224004	Paid by Check # 667529		08/15/2017	09/01/2017	09/01/2017	09/01/2017	09/01/2017	15.07
3021 - Southwest Gas-Las Vegas	1188600002 8- 17	2411188600002	Paid by Check # 667529		08/15/2017	09/01/2017	09/01/2017	09/01/2017	09/01/2017	15.07
3021 - Southwest Gas-Las Vegas	0015779022 9- 17	2410015779022	Paid by Check # 668302		09/14/2017	09/22/2017	09/22/2017	09/22/2017	09/22/2017	14.42
3021 - Southwest Gas-Las Vegas	1072224004 9- 17	2411072224004	Paid by Check # 668302		09/14/2017	09/22/2017	09/22/2017	09/22/2017	09/22/2017	15.07
3021 - Southwest Gas-Las Vegas	1188600002 9- 17	2411188600002	Paid by Check # 668302		09/14/2017	09/22/2017	09/22/2017	09/22/2017	09/22/2017	15.07
					Account 520.092 - Heating Totals					\$89.12
Account 520.097 - Maint B&G	IN00095087	4386	Paid by Check # 667833		08/28/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	203.18
5358 - ABC Fire Inc					Account 520.097 - Maint B&G Totals					\$203.18
Account 520.098 - Janitorial Services	12089	G'VILLE	Paid by Check # 667412		08/19/2017	09/01/2017	09/01/2017	09/01/2017	09/01/2017	74.97
1550 - Floor Master					Account 520.098 - Janitorial Services Totals					\$74.97
Account 520.136 - Rents & Leases Equipment	79059692	001-67007612-007	Paid by Check # 667397		07/01/2017	09/01/2017	09/01/2017	09/01/2017	09/01/2017	686.90
21326 - Dell Financial Services	99255781	1481234-3433221	Paid by Check # 667508		08/11/2017	09/01/2017	09/01/2017	09/01/2017	09/01/2017	165.41
4753 - Ricoh USA Inc	5050135983	16769392	Paid by Check # 668026		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	94.74
4753 - Ricoh USA Inc	99406871	1481234-3433221	Edit		09/12/2017	09/29/2017	09/29/2017	09/29/2017	09/29/2017	165.41
					Account 520.136 - Rents & Leases Equipment Totals					\$1,112.46

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Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town										
Department 921 - Gardnerville Admin										
Account 520.187 - Internet Expense										
32036 - Spectrum Business	0012509 9/17	8354110060012509	Paid by Check # 668051		09/02/2017	09/15/2017	09/15/2017		09/15/2017	64.99
32036 - Spectrum Business	0598044 9/17	8354110060598044	Paid by Check # 668052		08/28/2017	09/15/2017	09/15/2017		09/15/2017	34.99
12997 - Do Co Procurement Program	8-17 NICHOLSON	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	200.00
Account 520.187 - Internet Expense Totals Invoice Transactions 3 \$299.98										
Account 520.200 - Training & Education										
12997 - Do Co Procurement Program	8-17 NICHOLSON	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	45.00
12997 - Do Co Procurement Program	8-17 LOUTHAN	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	660.00
12997 - Do Co Procurement Program	8-17 DALLAIRE	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	275.00
Account 520.200 - Training & Education Totals Invoice Transactions 3 \$980.00										
Account 521.130 - Legal Services										
12372 - Jennifer Yurbide Law PC Corp	223	G'VILLE	Paid by Check # 667675		08/28/2017	09/08/2017	09/08/2017		09/08/2017	600.00
Account 521.130 - Legal Services Totals Invoice Transactions 1 \$600.00										
Account 532.056 - Subscriptions										
12997 - Do Co Procurement Program	8-17 DALLAIRE	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	123.50
Account 532.056 - Subscriptions Totals Invoice Transactions 1 \$123.50										
Account 533.800 - Office Supplies										
16634 - ABE Printing & Copy Inc	14971	G'VILLE	Paid by Check # 667834		09/04/2017	09/15/2017	09/15/2017		09/15/2017	19.99
12997 - Do Co Procurement Program	8-17 LOUTHAN	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	26.07
12997 - Do Co Procurement Program	8-17 LACOST	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	124.98
8479 - Tahoe Supply Co	667257	TOWN OF GARDNERVILLE	Paid by Check # 668319		08/31/2017	09/22/2017	09/22/2017		09/22/2017	183.29
8479 - Tahoe Supply Co	667940	TOWN OF GARDNERVILLE	Paid by Check # 668319		09/07/2017	09/22/2017	09/22/2017		09/22/2017	12.15
Account 533.800 - Office Supplies Totals Invoice Transactions 5 \$366.48										
Account 533.806 - Software										
16648 - E Squared C Inc	44153	G'VILLE	Paid by Check # 667901		09/01/2017	09/15/2017	09/15/2017		09/15/2017	37.50
Account 533.806 - Software Totals Invoice Transactions 1 \$37.50										
Account 550.001 - Miscellaneous Expenses										
2549 - Dallaire Tom-Petty Cash	9-17 G'VILLE	PETTY CASH	Edit		08/23/2017	09/29/2017	09/29/2017		09/29/2017	53.68
Account 550.001 - Miscellaneous Expenses Totals Invoice Transactions 1 \$53.68										



Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor Fund 610 - Gardnerville Town Invoice No. _____ Invoice Description _____ Status _____ Held Reason _____ Invoice Date _____ Due Date _____ G/L Date _____ Received Date _____ Payment Date _____ Invoice Amount _____

Department 921 - Gardnerville Admin Totals Invoice Transactions 44

\$6,552.10

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Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town										
Department 923 - Parks & Recreation										
Account 520.084 - Replacement & Repair										
13485 - Ahern Rentals Inc	17907762-1	205304	Paid by Check # 667840		08/07/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	3.23
1268 - Ewing Irrigation Products	3980428	30447	Paid by Check # 667904		08/24/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	127.46
1268 - Ewing Irrigation Products	4003884	30447	Paid by Check # 667904		08/29/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	21.02
1268 - Ewing Irrigation Products	4017954	30447	Paid by Check # 667904		08/31/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	107.45
18821 - Fastenal Industrial/Cons Suppl	NVMIN65406	NVMIN0011	Paid by Check # 667908		08/29/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	7.70
18821 - Fastenal Industrial/Cons Suppl	NVMIN65245	NVMIN0011	Paid by Check # 667908		08/22/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	3.76
1130 - Do Co Weed Control	4388	GVILLE	Paid by Check # 668170		08/31/2017	09/22/2017	09/22/2017	09/22/2017	09/22/2017	174.12
Account 520.084 - Replacement & Repair Totals										\$444.74
Account 520.089 - Power										
2924 - NV Energy	791804 8-17	791804	Paid by Check # 667989		08/30/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	457.34
Account 520.089 - Power Totals										\$457.34
Account 520.090 - Water										
1429 - Gardnerville Water Company	2431.01 8/17	2431.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	475.11
1429 - Gardnerville Water Company	2593.01 8/17	2593.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	356.54
1429 - Gardnerville Water Company	2624.01 8/17	2624.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	74.63
1429 - Gardnerville Water Company	2641.02 8/17	2641.02	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	446.25
1429 - Gardnerville Water Company	125.01 8/17	125.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	32.72
1429 - Gardnerville Water Company	1302.01 8/17	1302.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	1,807.69
1429 - Gardnerville Water Company	1321.01 8/17	1321.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	83.52
1429 - Gardnerville Water Company	1340.01 8/17	1340.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	40.65
1429 - Gardnerville Water Company	1348.01 8/17	1348.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	1,584.56
1429 - Gardnerville Water Company	1373.01 8/17	1373.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	127.94
1429 - Gardnerville Water Company	1745.01 8/17	1745.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	243.17

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Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town										
Department 923 - Parks & Recreation										
Account 520.090 - Water										
1429 - Gardnerville Water Company	2139.01 8/17	2139.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017		09/15/2017	87.67
1429 - Gardnerville Water Company	2140.01 8/17	2140.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017		09/15/2017	165.64
1429 - Gardnerville Water Company	2226.01 8/17	2226.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017		09/15/2017	964.41
1429 - Gardnerville Water Company	2297.01 8/17	2297.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017		09/15/2017	1,192.94
2153 - Minden Town of	1862.01 8/17	1862.01	Paid by Check # 667968		08/29/2017	09/15/2017	09/15/2017		09/15/2017	31.55
Account 520.090 - Water Totals										Invoice Transactions 16
										\$7,714.99
Account 532.003 - Gas & Oil										
3814 - Flyers Energy LLC	CFS1469518	8308	Paid by Check # 667415		08/15/2017	09/01/2017	09/01/2017		09/01/2017	36.24
13485 - Ahern Rentals Inc	17948801-1	205304	Paid by Check # 667840		08/16/2017	09/15/2017	09/15/2017		09/15/2017	39.99
3814 - Flyers Energy LLC	CFS1476283	8308	Paid by Check # 668184		08/31/2017	09/22/2017	09/22/2017		09/22/2017	124.87
Account 532.003 - Gas & Oil Totals										Invoice Transactions 3
										\$201.10
Account 533.817 - Small Projects										
1846 - Kawcak Masonry Inc	450741	G'VILLE	Paid by Check # 667449		08/08/2017	09/01/2017	09/01/2017		09/01/2017	105.00
31624 - Splash Dogs Inc	9-28/10-1-17	TOWN OF GARDNERVILLE	Paid by Check # 667738		03/25/2017	09/08/2017	09/08/2017		09/08/2017	2,500.00
12997 - Do Co Procurement Program	8-17 PLUT	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	68.96
12997 - Do Co Procurement Program	8-17 LOUTHAN	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	61.24
12997 - Do Co Procurement Program	8-17 LACOST	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	91.69
Account 533.817 - Small Projects Totals										Invoice Transactions 5
Department 923 - Parks & Recreation Totals										Invoice Transactions 32
										\$2,826.89
										\$11,645.06

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Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town										
Department 926 - Other Public Works										
Account 520.084 - Replacement & Repair										
18821 - Fastenal Industrial/Cons Suppl	NVMIN65406	NVMIN0011	Paid by Check # 667908		08/29/2017	09/15/2017	09/15/2017		09/15/2017	11.55
18821 - Fastenal Industrial/Cons Suppl	NVMIN65245	NVMIN0011	Paid by Check # 667908		08/22/2017	09/15/2017	09/15/2017		09/15/2017	5.63
5059 - Hydraulic Industrial Services Inc	35296	GVILLE	Paid by Check # 667932		08/22/2017	09/15/2017	09/15/2017		09/15/2017	194.04
2510 - Parts House	754281	4170	Paid by Check # 668011		08/03/2017	09/15/2017	09/15/2017		09/15/2017	33.34
12997 - Do Co Procurement Program	8-17 LACOST	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	498.22
Account 520.084 - Replacement & Repair Totals Invoice Transactions 5										
2924 - NV Energy	2856036 8-17	2856036	Paid by Check # 667987		08/25/2017	09/15/2017	09/15/2017		09/15/2017	6,217.98
Account 520.095 - Street Lights										
Account 520.103 - Maint Road										
11985 - Ace Hardware	118333	1236	Paid by Check # 667836		08/02/2017	09/15/2017	09/15/2017		09/15/2017	10.48
11985 - Ace Hardware	118382	1236	Paid by Check # 667836		08/03/2017	09/15/2017	09/15/2017		09/15/2017	60.33
13485 - Ahern Rentals Inc	17884842-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017		09/15/2017	409.99
26048 - Nevada Barricade & Sign Co Inc	RN-4703-17	DOUGLAS/GARDNERVILLE	Paid by Check # 667978		08/30/2017	09/15/2017	09/15/2017		09/15/2017	7,394.50
2510 - Parts House	753986	4170	Paid by Check # 668011		08/02/2017	09/15/2017	09/15/2017		09/15/2017	4.69
Account 520.103 - Maint Road Totals Invoice Transactions 5										
3814 - Flyers Energy LLC	CFS1469518	8308	Paid by Check # 667415		08/15/2017	09/01/2017	09/01/2017		09/01/2017	422.50
3814 - Flyers Energy LLC	CFS1476283	8308	Paid by Check # 668184		08/31/2017	09/22/2017	09/22/2017		09/22/2017	396.41
Account 532.003 - Gas & Oil Invoice Transactions 2										
Account 532.028 - Uniforms										
5785 - Alisco Inc	LRN1278539	000330	Paid by Check # 667582		08/01/2017	09/08/2017	09/08/2017		09/08/2017	4.39
5785 - Alisco Inc	LRN1280785	000330	Paid by Check # 667582		08/08/2017	09/08/2017	09/08/2017		09/08/2017	4.39
5785 - Alisco Inc	LRN1283026	000330	Paid by Check # 667582		08/15/2017	09/08/2017	09/08/2017		09/08/2017	4.39
5785 - Alisco Inc	LRN1285258	000330	Paid by Check # 667582		08/22/2017	09/08/2017	09/08/2017		09/08/2017	4.39

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Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town										
Department 926 - Other Public Works										
Account 532.028 - Uniforms										
5785 - AlSCO Inc	LREN1287455	000330	Paid by Check # 667582		08/29/2017	09/08/2017	09/08/2017	09/08/2017	09/08/2017	4.39
10314 - Work World Inc	53540-109	109-103	Paid by Check # 667777		08/12/2017	09/08/2017	09/08/2017	09/08/2017	09/08/2017	174.44
13485 - Ahern Rentals Inc	17881702-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	96.90
13485 - Ahern Rentals Inc	17882366-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	40.50
13485 - Ahern Rentals Inc	17882391-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	99.87
13485 - Ahern Rentals Inc	17882915-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	40.80
4287 - Red Wing Shoe Store	000000016-066	TOWN OF GARDNERVILLE	Paid by Check # 668022		09/06/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	100.00
				Account 532.028 - Uniforms Totals				Invoice Transactions 11		\$574.46
Account 533.802 - Small Equipment										
12997 - Do Co Procurement Program	8-17 PLUT	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017	09/22/2017	09/22/2017	499.99
				Account 533.802 - Small Equipment Totals				Invoice Transactions 1		\$499.99
Account 562.000 - Capital Projects										
25245 - Three Castles Eng LLC	2360	TOWN OF GARDNERVILLE	Paid by Check # 667762		08/25/2017	09/08/2017	09/08/2017	09/08/2017	09/08/2017	2,045.00
				Account 562.000 - Capital Projects Totals				Invoice Transactions 1		\$2,045.00
				Department 926 - Other Public Works Totals				Invoice Transactions 26		\$18,779.11
				Fund 610 - Gardnerville Town Totals				Invoice Transactions 102		\$36,976.27

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Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San Department 925 - Health & Sanitation										
Account 510.150 - Board Compensation										
4288 - Higuera Lloyd W	9/17 BOARD	G'VILLE	Paid by Check # 667665		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
24008 - Jones Cassandra Esq	9/17 BOARD	G'VILLE	Paid by Check # 667678		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
28960 - Miller Kenneth	9/17 BOARD	G'VILLE	Paid by Check # 667697		08/31/2017	09/08/2017	09/08/2017		09/08/2017	275.00
2969 - Slater Linda	9-17 BOARD	TOWN OF GARDNERVILLE	Paid by Check # 667737		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
8364 - Wenner Mary	9-17 BOARD	TOWN OF GARDNERVILLE	Paid by Check # 667773		08/31/2017	09/08/2017	09/08/2017		09/08/2017	250.00
Account 510.150 - Board Compensation Totals Invoice Transactions 5										
										\$1,275.00
Account 516.120 - Contract Salaries										
21697 - Blue Ribbon Personnel Services	45877	653202	Paid by Check # 667367		08/18/2017	09/01/2017	09/01/2017		09/01/2017	661.38
21697 - Blue Ribbon Personnel Services	45038	653202	Paid by Check # 667367		07/07/2017	09/01/2017	09/01/2017		09/01/2017	703.00
21697 - Blue Ribbon Personnel Services	46022	653202	Paid by Check # 667591		08/25/2017	09/08/2017	09/08/2017		09/08/2017	499.50
21697 - Blue Ribbon Personnel Services	46160	653202	Paid by Check # 667859		09/01/2017	09/15/2017	09/15/2017		09/15/2017	592.00
21697 - Blue Ribbon Personnel Services	46298	653202	Paid by Check # 668121		09/08/2017	09/22/2017	09/22/2017		09/22/2017	971.25
21697 - Blue Ribbon Personnel Services	46441	653202	Paid by Check # 668121		09/15/2017	09/22/2017	09/22/2017		09/22/2017	610.50
Account 516.120 - Contract Salaries Totals Invoice Transactions 6										
										\$4,037.63
Account 520.055 - Telephone Expense										
29103 - Frontier	782-7134 8-17	77578271340502795	Paid by Check # 667419		08/16/2017	09/01/2017	09/01/2017		09/01/2017	109.99
29103 - Frontier	782-3856 8/17	77578238560808025	Paid by Check # 667419		08/16/2017	09/01/2017	09/01/2017		09/01/2017	54.11
13097 - Verizon Wireless	9791977519	842011146-00001	Paid by Check # 668073		09/01/2017	09/15/2017	09/15/2017		09/15/2017	325.78
Account 520.055 - Telephone Expense Totals Invoice Transactions 3										
										\$489.88
Account 520.060 - Postage/Po Box Rent										
25903 - U S P S CMRS-FP	30465 9-17	TOWN OF GARDNERVILLE/10600 0030465	Paid by Check # 668330		09/14/2017	09/22/2017	09/22/2017		09/22/2017	250.00
Account 520.060 - Postage/Po Box Rent Totals Invoice Transactions 1										
										\$250.00
Account 520.080 - Insur.-Liability										
3402 - Warren Reed Insurance	14867	NICHO-3	Edit		09/14/2017	09/29/2017	09/29/2017		09/29/2017	25.00
Account 520.080 - Insur.-Liability Totals Invoice Transactions 1										
										\$25.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Vendor: Fund 611 - Gardnerville Health & San Department: 925 - Health & Sanitation Account 520.084 - Replacement & Repair										
3890 - Arata Equipment Co.	1-90943	1015	Paid by Check # 667355		08/17/2017	09/01/2017	09/01/2017	09/01/2017	09/01/2017	269.92
13485 - Ahern Rentals Inc	17922726-1	205304	Paid by Check # 667840		08/10/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	14.48
8491 - CMC Tire Inc	50002524	5512	Paid by Check # 667882		08/18/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	513.00
8491 - CMC Tire Inc	50002525	5512	Paid by Check # 667882		08/18/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	896.00
18821 - Fastenal Industrial/Cons Suppl	NVMIN65406	NVMIN0011	Paid by Check # 667908		08/29/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	11.55
18821 - Fastenal Industrial/Cons Suppl	NVMIN65245	NVMIN0011	Paid by Check # 667908		08/22/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	5.64
25328 - Michael Hohl Motor Co Inc	6512624	G'VILLE	Paid by Check # 667967		08/25/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	32.50
12198 - O'Reilly Auto Parts	3530-136379	1075650	Paid by Check # 668004		07/31/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	49.98
12198 - O'Reilly Auto Parts	3530-139183	1075650	Paid by Check # 668004		08/14/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	39.54
12198 - O'Reilly Auto Parts	3530-141342	1075650	Paid by Check # 668004		08/24/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	1.56
12198 - O'Reilly Auto Parts	3530-141343	1075650	Paid by Check # 668004		08/24/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	3.12
12198 - O'Reilly Auto Parts	3530-130927	1075650	Paid by Check # 668004		07/03/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	14.99
5591 - Silver State International	N36551	71641	Paid by Check # 668044		08/22/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	7,565.76
12997 - Do Co Procurement Program	8-17 LACOST	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017	09/22/2017	09/22/2017	111.97
Account 520.084 - Replacement & Repair- Totals Invoice Transactions 14 <u>\$9,530.01</u>										
2924 - NV Energy	2856008 8-17	2856009	Paid by Check # 667988		08/25/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	268.93
Account 520.089 - Power Invoice Transactions 1 <u>\$268.93</u>										
Account 520.090 - Power Totals Invoice Transactions 1										
1429 - Gardnerville Water Company	1974	2	Paid by Check # 667916		07/31/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	5.44
1429 - Gardnerville Water Company	1994	2	Paid by Check # 667916		08/31/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	6.08
1429 - Gardnerville Water Company	640.01 8/17	640.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	31.54
1429 - Gardnerville Water Company	690.01 8/17	690.01	Paid by Check # 667916		09/01/2017	09/15/2017	09/15/2017	09/15/2017	09/15/2017	121.68
Account 520.090 - Water Totals Invoice Transactions 4 <u>\$164.74</u>										

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San										
Department 925 - Health & Sanitation										
Account 520.092 - Heating										
3021 - Southwest Gas-Las Vegas	0015779022 8-17	2410015779022	Paid by Check # 667529		08/15/2017	09/01/2017	09/01/2017		09/01/2017	14.42
3021 - Southwest Gas-Las Vegas	1072224004 8-17	2411072224004	Paid by Check # 667529		08/15/2017	09/01/2017	09/01/2017		09/01/2017	15.07
3021 - Southwest Gas-Las Vegas	1188600002 8-17	2411188600002	Paid by Check # 667529		08/15/2017	09/01/2017	09/01/2017		09/01/2017	15.07
3021 - Southwest Gas-Las Vegas	0015779022 9-17	2410015779022	Paid by Check # 668302		09/14/2017	09/22/2017	09/22/2017		09/22/2017	14.42
3021 - Southwest Gas-Las Vegas	1072224004 9-17	2411072224004	Paid by Check # 668302		09/14/2017	09/22/2017	09/22/2017		09/22/2017	15.07
3021 - Southwest Gas-Las Vegas	1188600002 9-17	2411188600002	Paid by Check # 668302		09/14/2017	09/22/2017	09/22/2017		09/22/2017	15.07
Account 520.097 - Maint B&G										
5358 - ABC Fire Inc	IN00095087	4386	Paid by Check # 667833		08/28/2017	09/15/2017	09/15/2017		09/15/2017	203.17
Account 520.098 - Janitorial Services										
1550 - Floor Master	12089	G'VILLE	Paid by Check # 667412		08/19/2017	09/01/2017	09/01/2017		09/01/2017	74.98
Account 520.136 - Rents & Leases Equipment										
4753 - Ricoh USA Inc	99255781	1481234-3433221	Paid by Check # 667508		08/11/2017	09/01/2017	09/01/2017		09/01/2017	165.41
4753 - Ricoh USA Inc	5050135983	16769392	Paid by Check # 668026		09/01/2017	09/15/2017	09/15/2017		09/15/2017	73.27
4753 - Ricoh USA Inc	99406871	1481234-3433221	Edit		09/12/2017	09/29/2017	09/29/2017			165.41
Account 520.187 - Internet Expense										
32036 - Spectrum Business	0012509 9/17	8354110060012509	Paid by Check # 668051		09/02/2017	09/15/2017	09/15/2017		09/15/2017	64.99
32036 - Spectrum Business	0598044 9/17	8354110060598044	Paid by Check # 668052		08/28/2017	09/15/2017	09/15/2017		09/15/2017	34.99
12997 - Do Co Procurement Program	8-17 NICHOLSON GARDNERVILLE	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	200.00
Account 520.187 - Internet Expense										
15853 - Carson City Landfill	228079 8-17	228079	Paid by Check # 668134		09/01/2017	09/22/2017	09/22/2017		09/22/2017	21,507.56
9016 - Douglas Disposal Inc	40990612 8/17	40990612	Paid by Check # 668171		09/01/2017	09/22/2017	09/22/2017		09/22/2017	2,340.92
Account 520.197 - Landfill Expense										
Account 520.197 - Landfill Expense Totals										
										\$23,848.48
Account 520.092 - Heating Totals										
										\$89.12
Account 520.097 - Maint B&G Totals										
										\$203.17
Account 520.098 - Janitorial Services Totals										
										\$74.98
Account 520.136 - Rents & Leases Equipment Totals										
										\$404.09
Account 520.187 - Internet Expense Totals										
										\$299.98
Account 520.197 - Landfill Expense Totals										
										\$23,848.48



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G/L Date Range 09/01/17 - 09/30/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San										
Department 925 - Health & Sanitization										
Account 520.198 - Recycling Expense										
8808 - Otto Environmental Systems NA Inc	OTTO 5349225	TOWN OF GARDNERVILLE	Paid by Check # 667484		08/14/2017	09/01/2017	09/01/2017		09/01/2017	23,563.16
8808 - Otto Environmental Systems NA Inc	OTTO 5349240	TOWN OF GARDNERVILLE	Paid by Check # 667484		08/15/2017	09/01/2017	09/01/2017		09/01/2017	5,686.44
13443 - Bently Ranch	152308	G'VILLE	Paid by Check # 668120		08/04/2017	09/22/2017	09/22/2017		09/22/2017	240.40
13443 - Bently Ranch	152380	G'VILLE	Paid by Check # 668120		08/11/2017	09/22/2017	09/22/2017		09/22/2017	260.20
13443 - Bently Ranch	152648	G'VILLE	Paid by Check # 668120		08/18/2017	09/22/2017	09/22/2017		09/22/2017	262.60
13443 - Bently Ranch	152502	G'VILLE	Paid by Check # 668120		08/30/2017	09/22/2017	09/22/2017		09/22/2017	231.20
13443 - Bently Ranch	152625	G'VILLE	Paid by Check # 668120		09/08/2017	09/22/2017	09/22/2017		09/22/2017	213.60
			Account 520.198 - Recycling Expense Totals					Invoice Transactions 7		\$30,457.60
Account 521.135 - Legal-Collection Cost										
2549 - Dallaire Tom-Petty Cash	8-17 G'VILLE	PETTY CASH	Paid by Check # 667624		08/30/2017	09/08/2017	09/08/2017		09/08/2017	42.00
12997 - Do Co Procurement Program	8-17 LOUTHAN	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	2.00
			Account 521.135 - Legal-Collection Cost Totals					Invoice Transactions 2		\$44.00
Account 532.003 - Gas & Oil										
3814 - Flyers Energy LLC	CFS1469518	8308	Paid by Check # 667415		08/15/2017	09/01/2017	09/01/2017		09/01/2017	1,130.27
3814 - Flyers Energy LLC	CFS1476283	8308	Paid by Check # 668184		08/31/2017	09/22/2017	09/22/2017		09/22/2017	1,354.09
			Account 532.003 - Gas & Oil Totals					Invoice Transactions 2		\$2,484.36
Account 532.028 - Uniforms										
5785 - AlSCO Inc	LREN1278539	000330	Paid by Check # 667582		08/01/2017	09/08/2017	09/08/2017		09/08/2017	4.39
5785 - AlSCO Inc	LREN1280785	000330	Paid by Check # 667582		08/08/2017	09/08/2017	09/08/2017		09/08/2017	4.39
5785 - AlSCO Inc	LREN1283026	000330	Paid by Check # 667582		08/15/2017	09/08/2017	09/08/2017		09/08/2017	4.39
5785 - AlSCO Inc	LREN1285258	000330	Paid by Check # 667582		08/22/2017	09/08/2017	09/08/2017		09/08/2017	4.39
5785 - AlSCO Inc	LREN1287455	000330	Paid by Check # 667582		08/29/2017	09/08/2017	09/08/2017		09/08/2017	4.39
10314 - Work World Inc	53540-109	109-103	Paid by Check # 667777		08/12/2017	09/08/2017	09/08/2017		09/08/2017	174.44
13485 - Ahern Rentals Inc	17881702-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017		09/15/2017	96.90

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Accounts Payable by G/L Distribution Report

G/L Date Range 09/01/17 - 09/30/17



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San Department 925 - Health & Sanitation Account 532.028 - Uniforms										
13485 - Ahern Rentals Inc	17882366-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017		09/15/2017	40.50
13485 - Ahern Rentals Inc	17882391-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017		09/15/2017	99.88
13485 - Ahern Rentals Inc	17882915-1	205304	Paid by Check # 667840		08/01/2017	09/15/2017	09/15/2017		09/15/2017	40.80
4287 - Red Wing Shoe Store	000000016-066	TOWN OF GARDNERVILLE	Paid by Check # 668022		09/06/2017	09/15/2017	09/15/2017		09/15/2017	100.00
				Account 532.028 - Uniforms Totals				Invoice Transactions 11		\$574.47
12997 - Do Co Procurement Program	8-17 DALLAIRE	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	123.50
				Account 532.056 - Subscriptions Totals				Invoice Transactions 1		\$123.50
16634 - ABE Printing & Copy Inc	14971	G'VILLE	Paid by Check # 667834		09/04/2017	09/15/2017	09/15/2017		09/15/2017	19.99
12997 - Do Co Procurement Program	8-17 LOUTHAN	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	26.05
12997 - Do Co Procurement Program	8-17 LACOST	TOWN OF GARDNERVILLE	Paid by Check # 668163		08/27/2017	09/22/2017	09/22/2017		09/22/2017	22.95
8479 - Tahoe Supply Co	667257	TOWN OF GARDNERVILLE	Paid by Check # 668319		08/31/2017	09/22/2017	09/22/2017		09/22/2017	183.28
8479 - Tahoe Supply Co	667940	TOWN OF GARDNERVILLE	Paid by Check # 668319		09/07/2017	09/22/2017	09/22/2017		09/22/2017	12.15
				Account 533.800 - Office Supplies Totals				Invoice Transactions 5		\$264.42
16648 - E Squared C Inc	44153	G'VILLE	Paid by Check # 667901		09/01/2017	09/15/2017	09/15/2017		09/15/2017	37.50
				Account 533.806 - Software Totals				Invoice Transactions 1		\$37.50
				Department 925 - Health & Sanitation Totals				Invoice Transactions 80		\$74,946.86
				Fund 611 - Gardnerville Health & San Totals				Invoice Transactions 80		\$74,946.86
				Grand Totals				Invoice Transactions 182		\$111,923.13

* = Prior Fiscal Year Activity

2-14

Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Approve Resolution 2017R-077 augmenting the Town of Gardnerville's Fiscal Year 2017-2018 budget.

2. **Recommended Motion:** Approve on consent

Funds Available: Yes N/A (requires staff time)

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** October 3, 2017 **Time Requested:** N/A

6. **Agenda:** Consent Administrative

Background Information: See attached.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

- Approved Approved with Modifications
 Denied Continued

RESOLUTION NO. 2017R-077

RESOLUTION AUGMENTING THE TOWN OF GARDNERVILLE
2017-2018 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the 2017-2018 Budget as follows:

GENERAL FUND

Revenue

Opening Fund Balance (Open PO's)	\$ 59,351
Donations	<u>5,100</u>
	\$ 64,451

Expenditures

Capital Projects (Public Works)	\$ 45,051
Capital Projects (Parks)	14,300
Small Projects	<u>5,100</u>
	\$ 64,451

HEALTH & SANITATION

Revenue

Opening Fund Balance (Open PO's)	<u>\$117,349</u>
----------------------------------	------------------

Expenditures

Motor Vehicles	\$115,953
Capital Projects	<u>1,396</u>
	\$117,349

ADOPTED THIS 3rd day of October 2017.

AYES

NAYES

GARDNERVILLE TOWN BOARD
DOUGLAS COUNTY, NEVADA

By: _____
Ken Miller, Chairman

ATTEST: _____
Tom Dallaire, Clerk to the Board

NOW THEREFORE BE IT RESOLVED that the 2017-2018 Fiscal Year Budget Augmentation is herein approved.

ADOPTED THIS _____ day of _____, 2017 by the following vote:

AYES

COMMISSIONERS _____

NAYS

ABSENT

By: _____

Chairman
Douglas County Board of Commissioners

ATTEST:

Clerk to the Board

Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Approve continuing Resolution 2017R-01, a resolution by the Gardnerville Town Board adopting policy regarding opening invocations before meetings of the Town Board of Gardnerville; with public comment prior to Board action.
2. **Recommended Motion:** Approve Resolution 2017-01 on consent
Funds Available: Yes N/A
3. **Department:** Administration
4. **Prepared by:** Tom Dallaire
5. **Meeting Date:** October 3, 2017 **Time Requested:** N/A
6. **Agenda:** Consent Administrative

Background Information: Board Member Miller first brought this item up in September 2015, when the board asked to see a resolution for approval. October 2015 the resolution was approved to start holding an invocation prior to the actual board meeting and was continued with another resolution in October 2016. Board Member Miller has been coordinating the invocations and it has not been a staff burden for all the meetings over the past year. The program still appears to be successful.

7. **Other Agency Review of Action:** Douglas County N/A
8. **Board Action:**
 Approved Approved with Modifications
 Denied Continued

RESOLUTION 2017R-01

A RESOLUTION OF THE GARDNERVILLE TOWN BOARD ADOPTING POLICY REGARDING OPENING INVOCATIONS BEFORE MEETINGS OF THE TOWN BOARD OF GARDNERVILLE

WITNESSETH

WHEREAS, the Gardnerville Town Board (“Board”) is a duly authorized town board pursuant to Nevada Revised Statutes (“NRS”) Chapter 269 and Douglas County Code (“DCC”) 18.06; and

WHEREAS, the Board wishes to solemnize its proceedings by allowing for an opening invocation before each regular and special meeting, for the benefit and blessing of the Board; and

WHEREAS, the Board now wishes to adopt this formal, written policy to clarify and codify its invocation practices; and

WHEREAS, the Founders of this country recognized that American citizens possess certain rights that cannot be awarded, surrendered, nor corrupted by human power, and the Founders explicitly attributed the origin of these, our inalienable rights, to a Creator. These rights ultimately ensure the self-government manifest in our deliberative bodies, upon which we desire to invoke divine guidance and blessing; and

WHEREAS, in *Marsh v. Chambers*, 463 U.S. 783 (1983), the United States Supreme Court concluded, “The opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom.” *Id.*, at 786; and

WHEREAS, the Board desires to adopt a policy consistent with the Supreme Court’s recognition that it is constitutionally permissible for a public body to “invoke divine guidance” on its work. *Id.*, at 792. Such invocation “is not, in these circumstances, an ‘establishment’ of religion or a step toward establishment; it is simply a tolerable acknowledgment of beliefs widely held among the people of this county.” *Id.*; and

WHEREAS, the Supreme Court has determined, “The content of [such] prayer is not of concern to judges where...there is no indication that the prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief.” *Marsh*, 463 U.S. at 794-795; and

WHEREAS, this Board is not establishing a policy that defines the Constitutional limits for permissible public invocations but instead desires to adopt guidelines that are consistent with the guidance provided by the several courts that have considered the validity of public invocations, the most recent of which is the *Town of Greece v. Galloway*, 463 U.S. _____, 2014, WL 1757828; and

WHEREAS, the Board intends to adopt a policy that does not proselytize or advance any particular faith, or show any purposeful preference of one religious view to the exclusion of others; and

WHEREAS, the Board intends to adopt a policy that will not show a purposeful preference to one religious view over another by not permitting the faith of the person offering the invocation to be considered when extending an invitation; and

WHEREAS, the Board accepts as binding the applicability of general principles of law and all the rights and obligations afforded under the United States and Nevada Constitutions and statutes.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Gardnerville that the Board hereby adopts the following written policy regarding opening invocations before meetings of the Board, to wit:

1. It is the intent of the Board to allow a private citizen to solemnize the proceedings of the Gardnerville Town Board. It is the policy of the Board to allow for an invocation, which may include a prayer, a reflective moment of silence, or a short solemnizing message, to be offered before its meetings for the benefit of the Board.

2. Although the invocation may be listed in the program or schedule of events, it shall not be considered an agenda item for the meeting or part of the public business at any regular or special meeting which has been noticed for Board action.

3. No member or employee of the Town or any other person in attendance at any meeting shall be required to participate in any prayer that is offered and such decision shall have no impact on the ability of the person to actively participate in the business of the Board.

4. The invocation shall be voluntarily delivered by an eligible member of the clergy or appointed representative of an organization from the Board's Assemblies List . To ensure that such person (the "invocation speaker") is selected from among a wide pool of representatives, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

a. A member of the Board and Town counsel shall cause a database to be compiled and maintained (the "Assemblies List") of the assemblies and organizations with an established presence in Gardnerville and Douglas County that regularly meet for the primary purpose of sharing a religious perspective or exist for the betterment of the Town or county and their inhabitants (hereinafter referred to as benevolent organizations).

b. The Assemblies List shall be compiled from all available sources including the listing for "churches," "congregations," other religious assemblies or non-religious/ non-profit organizations that are devoted to the betterment of the Town and its inhabitants in databases maintained by the Town, suggestions from Board members, the annual

phonebook distributed by Tahoe Telephone Directories, research from the Internet, and consultation with local neighborhood associations. All benevolent organizations with an established presence in the area are eligible to be included in the Assemblies List, and any such organization may request inclusion in the Assemblies List by written request to the Chairman of the Board.

c. The policy is intended to be and shall be applied in a way that is all inclusive of every diverse religious assembly and benevolent organizations serving the citizens of Douglas County, irrespective of religious or irreligious affiliation. The Assemblies List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all of the community's benevolent organizations, who may themselves choose whether to respond to the Board's invitation and participate. Should a question arise as to the authenticity of a benevolent organization, Town counsel shall refer to criteria used by the Internal Revenue Service in its determination of those organizations that would legitimately qualify for I.R.C. 501(c)(3) tax-exempt status.

d. The Assemblies List shall also include the name and contact information of any chaplain who may serve one or more of the fire department, law enforcement agencies or military organizations within the County.

e. The Assemblies List shall be updated, by reasonable efforts of the Town counsel, by December 15 of each calendar year.

f. Within thirty (30) days of the effective date of this policy, and on or about December 31 of each calendar year thereafter, the Board shall publish a notice in a newspaper of general circulation in Douglas County, shall post a notice in the Town Board's chambers, and on the Town's website which shall read:

TOWN BOARD OF GARDNERVILLE'S INVOCATION POLICY

The Town Board of Gardnerville makes it a policy to invite members of the clergy, religious representatives and representatives of other benevolent organizations in Gardnerville and Douglas County to voluntarily offer an invocation before the beginning of its regular and special meetings at which the Board may take action, for the benefit, blessing, wisdom and guidance of the Board. Any leader of a religious congregation or representative of a benevolent organization with an established presence in the local community, any chaplain for one of the local fire department, law enforcement agency or military units, are eligible to offer this important service at an upcoming meeting of the Board.

Any organization or individual willing to assist the Board in this regard, please send a written request at your earliest convenience to the Town of Gardnerville at 1407 Hwy. 395, Gardnerville, Nevada. Persons delivering the invocation are scheduled on a first-come, first-serve basis. The dates of the Board's scheduled regular

meetings for the upcoming year are established by policy and are listed on the Board's website. Special meetings, when called, will be posted on the Board's website as soon as the Board determines to conduct a special meeting. If you have a preference among the dates, please state that request in your written request.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the Board requests only that the opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker, nor to disparage any person by name or by inference.

TOWN BOARD OF GARDNERVILLE
CHAIRMAN

g. As the invitation notice indicates, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver the invocation.

h. In the event an eligible member of the clergy believes that the Board has not complied with the terms of this policy, the clergy member has the right to have the matter reviewed by the Board.

5. No invocation speaker shall receive compensation for his or her service.

6. No invocation shall exceed ninety (90) seconds in length.

7. The invocation shall be positive and uplifting and respectful of the diverse religions and spiritual makeup of Douglas County and the Town.

8. The invocation need not be religious in form but may be a thought, reading or moment of silence. The invocation speaker shall not ask members of the Board or audience to stand, bow their head, pray or other gesture. An invocation speaker may use a phrase such as "please join me".

9. The invocation shall not address any agenda item in a way to attempt to influence the Board's decision or mention anyone by name or by inference.

10. The invocation speaker shall not solicit membership or donations to a church or organization.

11. An invocation speaker who fails to follow this policy will not be invited to speak another invocation.

12. Should a scheduled invocation speaker fail to attend a meeting when scheduled, the Board will observe a moment of silence.

13. No guidelines or limitations shall be issued regarding an invocation's content, except that the Board shall request by the language of this policy that no invocation should proselytize or advance any faith, or disparage the religious faith or non-religious views of others.

14. The Board shall make every reasonable effort to ensure that a variety of eligible invocation speakers are scheduled for the Board regular and special meetings. In any event, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the Board, or at more than three (3) Board meetings in any calendar year. Should there be no requests or not enough sufficient requests to give the invocation at any of the monthly meetings of the Board, the Board shall cause persons to be invited on a random basis.

15. The Board shall not engage in any prior inquiry, review of, or involvement in, the content of any invocation to be offered by an invocation speaker.

16. To clarify the Board's intentions, as stated hereinabove, the following disclaimer shall be included in at least ten (10) point font at the top of any printed agenda published by the Board and shall be read aloud prior to the introduction of the invocation speaker:

"Any invocation that may be offered before the official start of the Board meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Board. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Board and do not necessarily represent the religious beliefs or views of the Board in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Board. Copies of the policy governing invocations and setting forth the procedure to have a volunteer deliver an invocation are available upon written request submitted to the Town Board of Gardnerville.

17. Shortly after the opening gavel that officially begins the regular or special meeting and the agenda/business of the public, the Chairperson of the Board shall introduce the invocation speaker and the person selected to recite the Pledge of Allegiance following the invocation, and invite only those who wish to show respect for the traditional observances and/or the Board to stand.

18. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the Board with, nor express the Board's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Board's respect for the diversity of religious denominations and faiths represented and practiced among the citizens in Gardnerville and Douglas County. This policy shall in no way govern the statements or comments authorized by the Board's procedure for any member of the general public on any agenda item; this segment of the Board's agenda is intended to afford any member of the general

public to make any statements protected by the First Amendment of the United States Constitution.

- 19. This Resolution shall be automatically renewed at the October general meeting of the Board as an item for possible action under the October Consent Calendar unless a member of the Board requests that this Resolution be scheduled for possible action under the October Administrative Agenda.

RESOLUTION PASSED this 3rd day of October, 2017.

AYES:

NAYS:

_____	_____
_____	_____
_____	_____
_____	_____

ABSENT: _____

ATTEST:

TOM DALLAIRE, TOWN MANAGER
TOWN OF GARDNERVILLE

KEN MILLER, CHAIRMAN
GARDNERVILLE TOWN BOARD

APPROVED AS TO FORM AND CONTENT:

JENNIFER YTURBIDE, ESQ.
YTURBIDE LAW PC
TOWN COUNSEL

Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Discussion to approve Resolution 2017R-02, in support of and financial commitment to the Main Street Gardnerville program for the Main Street Gardnerville's state application; with public comment prior to board action.
2. **Recommended Motion:** Approve Resolution 2017R-02 in support and financial commitment of the Main Street Gardnerville program for the Main Street Gardnerville's state application.

Funds Available: Yes N/A (requires staff time)

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** October 3, 2017 **Time Requested:** 10 minutes

6. **Agenda:** Consent Administrative

Background Information: Over the past 4 years and 2 legislative sessions we have been working on getting the state of Nevada an operational state Main Street program. This legislative session, with the bill being pushed forward from Ms. Heidi Swank, the legislature created that position in the Governor's office of Economic Development, and the Main Street coordinator for the state will be Peter Walsh. There is an application that Main Street Gardnerville is filling out now and will be due on October 31, 2017. The state is accepting applications from entities across the state to start a Main Street Program. The program started by the town in 2008 has been functioning and benefitting the town, its businesses and visitors over the past 9 years. This proclamation is part of the application request and does not define a dollar amount associated with the program over the next three years. It simply states the town will support the program for those three years. The semi-annual reporting from Main Street Gardnerville will be heard during the town budget cycle for your consideration of support in that fiscal year.

Other Agency Review of Action: Douglas County N/A

7. **Board Action:**

- | | |
|-----------------------------------|--|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Approved with Modifications |
| <input type="checkbox"/> Denied | <input type="checkbox"/> Continued |



RESOLUTION 2017R-02

SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET GARDNERVILLE PROGRAM

WHEREAS, the Gardnerville Town Board finds that it is to the advantage, benefit and in the best interests of the Town and its citizens to support the Main Street Gardnerville Program.

WHEREAS, the Town of Gardnerville has expended substantial budgetary amounts towards the downtown in the past and foresees a continuation of said efforts over the next three years and into the future; and

WHEREAS, the Town Board endorses the state program mission of fostering economic revitalization of the historical downtown district and adjacent neighborhoods within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Four Point Approach® as developed by the National Trust for Historic Preservation and espoused by Gardnerville Main Street.

WHEREAS, the Gardnerville Town Board deems it in the best interest of the Town of Gardnerville for Main Street Gardnerville to proceed with submitting an application for membership in the Nevada Main Street program.

NOW THEREFORE BE IT RESOLVED, that the Gardnerville Town Board hereby agrees to support both financially and philosophically, the work of Gardnerville Main Street and designates the Main Street Board to supervise the program's Executive Director.

Passed and approved this 5th day of October, 2017.

Ken Miller, Chairman

Cassandra Jones, Vice-Chairwoman

Lloyd Higuera, Board Member

Linda Slater, Board Member

Mary Wenner, Board Member

Tom Dallaire, Gardnerville Town Manager



AGREEMENT

This Agreement is made by and between the Town of Gardnerville (Town), an unincorporated town organized under the provisions of NRS 269.500 - 269.652, and the Main Street Gardnerville Program Corporation (MSG), a Nevada nonprofit cooperative corporation without stock, formed under the Nevada Revised Statutes provisions 81.410-81.540.

RECITALS

WHEREAS, Douglas County delegated that certain enumerated local services shall be provided by the Town within its prescribed boundaries under the provisions of Douglas County Code 18.06.030. Furthermore, DCC 18.06.040A grants the Town the powers set forth in the NRS for unincorporated towns to provide the local services enumerated in DCC 18.06.030.

WHEREAS, the Town provides services to its residents, such as, but not limited to, street and road maintenance, street lights, storm drainage, parks and recreation, and refuse collection and associated costs for these services provided by the Town;

WHEREAS, the Town is authorized by the laws of Nevada to perform and undertake numerous governmental functions and responsibilities including the power to make public improvements under NRS 269.405; and

WHEREAS, MSG was formed and established in June 2008 to promote, preserve, and enhance the Town of Gardnerville and its downtown area. Specifically, according to MSG's Amended Bylaws, the purposes for which MSG was formed are to:

- a) Stimulate revitalization in the downtown commercial district of Gardnerville by promoting a common business interest through activities directed at improving business conditions through organization (encouraging cooperation and building leadership in the business community);
- b) Promote (creating a positive image for downtown by promoting the downtown as an exciting place to live, shop, and invest);
- c) Design (improving the appearance of downtown); and
- d) Receive, administer, and distribute funds in connection with any activities related to the above purposes; provided, however that The Program shall only engage in activities that are in the purview of Section 501 (c) (6) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future laws. The Program shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office, and shall remain nonpartisan; and

WHEREAS, since its formation, MSG has promoted and enhanced the Town's downtown area all to the advantage, benefit and in the best interests of the Town and its citizens; and

WHEREAS, the Town has granted MSG funds, in varying amounts, on an annual basis solely for the purposes outlined in MSG's Amended Bylaws; and

NOW, THEREFORE, in consideration of the recitals and mutual covenants made herein, the Parties agree as follows:

1. The Town will provide MSG with office space and use of the Town offices, facilities, and equipment as approved by and in the manner prescribed by Town administration.
2. As a return on investment made by the Town, MSG will continue to provide services that enhance and promote the Town of Gardnerville and its downtown area, including but not limited to management and assistance with projects and programs through volunteer hours of service and sponsorships.
3. MSG shall not amend the purposes set forth in its Amended Bylaws without mutual written agreement from the Town's governing board.
4. MSG shall provide the Town's governing board with written quarterly financial statements and written operational reports including but not limited to status updates on its activities and projects.
5. MSG shall provide an annual audit and financial report and appear before the Town's governing board within ninety (90) days of close of the calendar year.
6. MSG shall remain in good standing with the Nevada Secretary of State and comply with all laws associated with its nonprofit status and compliance with activities allowed by IRC Section 501 (c) (6) as required by its Amended Bylaws.
7. One Town Board member shall be assigned as an ex officio representative, with no legal or voting capacity, of MSG's governing board for the purpose of acting as a liason between the Town and MSG.
8. The Town shall be notified by MSG in the event of a vacancy on the MSG governing board, and shall be provided further notice upon filling such vacancy or any other changes to the MSG governing board members.
9. Either Party, without cause, may terminate this Agreement upon one hundred twenty (120) days written notice to the other Party.

10. Each respective Party agrees to indemnify and hold harmless the other Party, to the extent provided by law, including, but not limited to, NRS ch. 41, from and against any liability arising out of the performance of this Agreement, proximately caused by any act or omission of its own officers, agents, employees, contractors and authorized representatives.

11. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

13. This Agreement constitutes the full and final agreement between the Parties and shall not be modified except in writing and signed by both Parties.

14. All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

Main Street Gardnerville
Program Corporation
Gardnerville, Nevada 89410

Town of Gardnerville
1407 Highway 395 N
Gardnerville, Nevada 89410

15. This Agreement may not be assigned except by writing signed by both Parties and shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

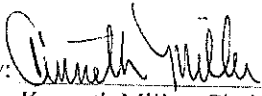
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Dated this day of , 2017.

MAIN STREET PROGRAM
CORPORATION

TOWN OF GARDNERVILLE

By: _____
Linda Dibbles, President (Date)

By:  _____
Kenneth Miller, Chairman (Date)



Nevada Main Street Program 2017 Start-Up Affiliate Application Packet

**Application Deadline:
October 31, 2017 - 12:00 p.m. PST**

**Nevada Main Street
Nevada Governor's Office of Economic Development
808 West Nye Lane
Carson City, Nevada 89703
775-687-9900**

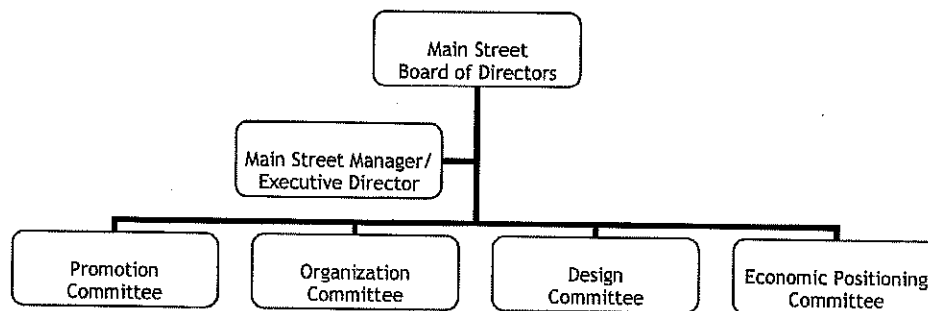
The Main Street Four-Point Approach™

The Main Street Four-Point Approach™ is a common-sense, community-driven approach to revitalizing downtowns and traditional neighborhood commercial districts. Initiated in 1980 by the National Trust for Historic Preservation, Main Street provides a framework for communities to address the full range of issues and challenges facing their traditional commercial districts. This four-point framework involves local work in the following areas:

- **Organization** - creation of a well-run, sustainable non-profit organization that operates the Main Street program locally;
- **Promotion** - promoting and marketing the Main Street district through special events and festivals, business promotions, and overall image development;
- **Design** - improvement of the downtown's physical environment through historic preservation, building renovation, façade improvements, public spaces, amenities, and infrastructure; and
- **Economic Positioning** - economic development of the Main Street district, including identification of existing and potential market opportunities, business retention, business recruitment, creation or assembly of financial assistance tools, and property development.

To implement Main Street, communities create a non-profit organization specifically for this purpose. The organization must involve both public and private sectors, including downtown interests and representatives from throughout the community. Local government must support downtown revitalization and the Main Street Approach both philosophically and financially. The private sector must also embrace the Main Street Approach and give its ideas, time, expertise, and resources to make a downtown revitalization program successful.

The local non-profit Main Street organization is governed by a board of directors, supported by paid, professional staff (called a Manager or Executive Director), and involves a variety of volunteers who implement projects and activities through committees that correspond each of Main Street's Four Points. A typical local Main Street organization is structured as follows.



The National Main Street Center oversees all Main Street organizations in the country and provides a variety of resources to support downtown revitalization in the United States. More information on the Main Street Four-Point Approach™¹ is available online at www.mainstreet.org.

¹ "Main Street", "Main Street Four-Point Approach" and all variations of both are trademarks of the National Trust for Historic Preservation and may not be used without authorization by the National Trust.

The Nevada Main Street Program

A program of the Nevada Governor's Office of Economic Development ("GOED"), the mission of the Nevada Main Street Program ("NMS") is to foster economic development in the state by supporting local Main Street revitalization organizations and their work in downtowns and the adjacent neighborhoods. The Program provides resources, education, training and services that preserve and enhance the built environment, local historic culture and heritage, and stimulate the economic vitality of each participating community.

As funding is available, GOED, through the NMS, accepts Start-Up Affiliate Applications from communities that wish to implement the Main Street Four-Point Approach™ and to receive the benefits and assistance provided by Nevada Main Street. Start-Up Affiliates receive two years of intensive training, consulting, and technical assistance to start a local Main Street organization and begin the on-going process of downtown revitalization.

While the Start-Up period lasts only for two years, NMS expects its Start-Up Affiliates to continue to operate the local Main Street organization indefinitely. Like any community or economic development process, downtown revitalization is on-going. Downtowns require continued professional management that is provided by the MainStreet organization, and that MainStreet management organization must be responsive to the constantly-changing economic, political, physical, and social forces that influence downtowns.

In exchange for the community's investment in establishing a Main Street organization and implementing downtown revitalization projects under the Main Street Four-Point Approach™, NMS provides the following resources to designated NMS Start-Up Affiliates. (Unless otherwise indicated, these services are free of cost to NMS Start-Up Affiliates.)

- **Organizational Development Services** - consulting services to advise communities on how to create and sustain their MainStreet organization.
- **Board Member, Staff, and Committee Training** - training services for staff and volunteers to understand the Main Street Four-Point Approach™, their roles and responsibilities, and techniques and best practices for revitalizing downtown.
- **Business Development Assistance** - consulting and training in understanding the downtown's economic strengths and weaknesses, development of plans and strategies to improve the downtown business climate.
- **Promotion and Marketing Assistance** - consulting and training services to help local Main Street organizations identify and implement effective marketing strategies, as well as individual downtown promotional events and activities.

ECONOMIC DEVELOPMENT

Program Objectives

- **Planning Assistance** - consulting services to develop short-term action plans for the Main Street organization, as well as long-term plans that guide the development and revitalization of the Main Street district.
- **On-Going Training for Staff and Volunteers** - seminars and workshops to inform local staff and volunteers of tools, trends, resources, and techniques to strengthen their local organization and Main Street district. NMS sponsors four required trainings per year and offers other supplemental training sessions periodically; a small fee may apply to each training to cover the cost of participants' refreshments and materials.
- **Networking** - through regular gatherings, publications, and electronic communication, NMS facilitates idea-sharing and problem-solving among its designated Main Street organizations.
- **Membership** - Paid membership dues to the National Main Street Center for the first two years and up to three \$1200 scholarships for registration and travel to the National Main Street Center annual conference.

As long as the local NMS Start-Up Affiliate meets the participation requirements set by NMS, NMS provides these resources during the two-year start-up period. These services are worth approximately \$25,000 per year at fair market value. In addition to the resources listed above, NMS Start-Up Affiliates may be eligible for funding provided by other organizations, including state Main Street Capital Outlay infrastructure grants in their second year of Start Up and financial assistance from the Nevada Governor's Office of Economic Development Main Street Program, which provides scholarships and other financial resources as available.

Upon successful completion of the two-year start-up period, local Main Street organizations can receive continued assistance from NMS provided they meet the standards and requirements for on-going affiliation.

To be considered an official, authorized Main Street organization by the National Trust for Historic Preservation and its National Main Street Center®, communities must be designated by Nevada Main Street. *Communities and organizations that are not formally affiliated as a Start-Up, Partnership, or Certified Nevada Main Street organization or community may not utilize the title of "Main Street" or claim to be a Main Street organization at any time.* The National Main Street Center vigorously defends its trademark and will pursue unauthorized use of the Main Street trademark through legal means.

Communities not selected as a Nevada Main Street Affiliate and interested in reapplication will be listed on the Nevada Downtown Network.

For more information on the Nevada Main Street, go to www.diversifynevada.com

NMS Start-Up Affiliate Application Process

As resources are available, the Nevada Main Street Program accepts Start-Up Affiliate Applications from communities that wish to implement the Main Street Four-Point Approach™ and to receive the assistance provided by Nevada Main Street.

The application process for NMS Start-Up Affiliates is designed to be as simple as possible, while still assessing the local applicant's understanding of the Main Street Four-Point Approach, its understanding and expectations of NMS, and its readiness to begin a Main Street program. Application requirements are as follows.

1. A group of public and private community leaders investigates the Main Street Four-Point Approach™ and the Nevada Main Street Program ("NMS"). The group should include government and private individuals, downtown business and property owners, and leaders from other parts of the community who are interested in downtown revitalization. This investigating group is often called the "MainStreet Steering Committee," and it determines whether or not the community is sufficiently interested, ready, and able to apply to become a NMS Start-Up Affiliate organization.
2. If the Steering Committee decides to pursue application to be designated as a NMS Start-Up Affiliate, a representative of the Steering Committee and the municipality submit a Letter of Intent to Nevada Main Street that the community intends to submit an application. **Letters of Intent are due to the NMS office by 12:00 p.m. (noon) PST on September 29, 2017 (see contact information at bottom of page).**
3. The Steering Committee completes and submits the NMS 2017 Start-Up Affiliate Application. (NMS is available by request to assist communities with completion of the application.) An application form is available in this packet or may be downloaded from the NMS page at www.diversifynevada.com. **Completed applications are due to the NMS office by 12:00 p.m. (noon) PST on October 31, 2017 to Jessica Sanders at jnsanders@diversifynevada.com**
4. Following the Applicant Assessments, NMS notifies applicants whether they have been accepted as NMS Start-Up Program Affiliate. **Notification to NMS 2017 Start-Up applicants is expected to be made on or about November 9, 2017.**
5. Following the notification to 2017 Start-Up applicants, GOED may, at its discretion, hold a public announcement of new Start-Up Affiliates in Carson City, Nevada. **Formal announcement of the 2017 Start-Up Affiliate(s) is expected to be made in November.**

Please note that Nevada Main Street is available to assist communities with completing the application. For questions or assistance, please contact Peter Wallish, Director of the Nevada Main Street Program at 775-687-9900 or Pwallish@diversifynevada.com

2017 NMS Start-Up Program Application

The 2017 Nevada Main Street Start-Up Affiliate Application consists of seven sections. Please complete all questions in each section. Incomplete applications will not be considered. Applications may be submitted electronically or in printed form, provided that the following requirements are met.

Electronic Submission: Electronic submission of the completed application is allowed. Applications must be provided in a PDF format and must contain all information required in the application. Applications submitted electronically must be emailed to Jessica Sanders, NMS Administrative Coordinator, at jsanders@diversifynevada.com. The applicant must verify with Jessica Sanders by 12:00 p.m. (noon) PST on **October 31, 2017** that the electronic application was received; verification may be done via email (jsanders@diversifynevada.com) or telephone (**775-687-9920**). Nevada Main Street will assume no responsibility or be obligated to consider any electronically submitted applications whose delivery is not verified. Faxed applications will not be accepted.

And

One (1) Hard Copy Submission: Applicants must submit **one signed original application**. Applications must be **received** at NMS offices (address follows) no later than **5:00 p.m. PST on November 3, 2017**. The application package must be post marked by October 31, 2017 and marked "2017 Nevada Main Street Start-Up Affiliate Application" on the outside. Applications cannot be accepted after this deadline.

Printed applications must be submitted to Nevada Main Street; Attn. Jessica Sanders; Governor's Office of Economic Development; 808 West Nye Lane; Carson City, Nevada, 89703; phone 775-687-9920.

Application questions begin on the following page. Applicants are encouraged to copy the questions into a new document. It is helpful if the application is concise, well-written, and well-organized for easy review. Applicants are encouraged to place the completed application in a folder or small three-ring binder. Each application (original and copies) should be securely bound or attached by staple or binder clip.

Questions about this application or the application process can be directed to

Peter Wallish, Director, at pwallish@diversifynevada.com or
Jean Barrette, Ph.D., Assistant Director, at
jbarrette@diversifynevada.com

Nevada Governor's Office of
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**2017 NMMS Start-Up Program Application
 Main Street Gardnerville**

1. Applicant Profile

Like the Main Street Four-Point Approach™, this application is best completed with the input of a variety of people, rather than just one or two individuals. Communities are strongly encouraged to assemble a diverse Main Street Steering Committee of *at least* nine people to complete this application; higher levels of participation are recommended.

A. list the names of at least nine (9) participants in your Main Street Steering Committee, and describe what role, if any, those individuals had in helping to complete this application. For example: Chris Chavez: State National Bank: chris@snb.com; 123-4567; Discussed goals and completed questions 5 and 8.

	Name	Affiliation	email	Phone	Role in Application
1	Linda Dibble	Retired; Board President			
2	Tara Addeo	Record Courier News			
3	Suzanne Carreau	Salon Owner			
4	Meredith Fischer	Eddy Street Vintage Market			
5	Deborah Ham Hemphill	Retired			
6	Lloyd Higuera	Town of Gardnerville Board			
7	Terrence Lapan	Ameriprise Financial			
8	Katrina Rowe	NV-Friends in Service Helping			
9	Kim Sperry				
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

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B. Describe what role these individuals will have in the Main Street organization if your community is selected for designation as a 2017 NMS Start-Up Affiliate.

C. List any other individuals who participated in developing this application and describe their role in completing the application

	Name	Affiliation	email	Phone	Role in Application
1	Tom Dallaire	Town of Gardnerville Manager	tdallaire@douglasnv.us	(775) 782-7134	
2	Lisa Granahan	Douglas Cty Economic Dev.	LGranahan@douglasnv.us	(775) 782-6268	
3					
4					
5					
6					
7					
8					
9					
10					

2. Downtown Profile

The Main Street Four-Point Approach™ works best in a compact traditional or historic commercial district, such as downtown, plaza, courthouse square, or neighborhood business district. Applicants must define a proposed Main Street district in which the local Main Street organization will focus its efforts and activities during its first two years to demonstrate success and build credibility.

A. Describe the physical boundaries for your proposed Main Street district and why you have selected those boundaries. Please include a map.

B. Provide up to 15 Photos of your proposed Main Street District. Photos must be labeled and have brief description. Please note: submitted photos become the property of the NMS and may be used at the discretion of the GOED.

ECONOMIC DEVELOPMENT

C. List the strengths of your downtown (or proposed Main Street district).

D. List the challenges of your downtown (or proposed Main Street district).

3. Goals for the Main Street Program

This section is designed to identify your community's short-term and long-term goals for Main Street, as well as the immediate actions that your Main Street organization will take if selected as a 2017 NMS Start-Up Affiliate.

A. List the five most important long-term downtown revitalization goals that you hope to achieve through the Main Street Program.

B. List your organization's proposed first five activities if selected as a Nevada Main Street Start-Up Program Affiliate.

4. Understanding of the Main Street Four-Point Approach™

This section is intended to identify what your community has done to learn about the Main Street program and what you feel are the benefits of working with NMS.

A. Describe what steps, if any, your community and applicant group have taken to learn about Main Street Four-Point Approach™, such as attending conferences, reading informational materials, holding community meetings, etc.

B. Describe what steps, if any, your applicant group has taken to educate the broader community about Main Street Four-Point Approach™, such as newspaper articles, community meetings, etc.

C. List what you think are the benefits of working with NMS and what you think NMS will provide to your organization and to the community's downtown revitalization effort.

5. Support for the Local Main Street Organization

In order to create a successful Main Street organization, your community will need to involve a variety of individuals and organizations – not just city government and downtown business and property owners.

A. Describe the level of understanding and support for a local Main Street program among the following entities. If any group is not aware or involved with a potential Main Street effort at this time, please indicate that as well.

City government:

Civic groups/other non-profit organizations:

County government:

Cultural organizations:

Downtown business owners:

Downtown property owners:

General citizenry:

Historic preservation groups:

Major industry in/near community:

Schools in/near the community:

Other institutions in/near the community (e.g. hospitals, foundations, etc.):op

6. Readiness to Implement the Main Street Four- Point Approach™

This section of the application is designed to identify how your community intends to structure your Main Street organization, who will be responsible for what, when you think you can complete certain organizational benchmarks, where you will get money to run your Main Street organization, and what you think it will cost to operate your Main Street organization.

A. Describe the intended organizational structure for your proposed Main Street organization. Include an organizational chart.

B. Describe the roles of each entity listed on your proposed organizational chart.

ECONOMIC DEVELOPMENT

C. NMS Start Up Affiliates need to demonstrate good organizational progress in order to build credibility within the community and to meet NMS participation requirements. Please indicate the organization's estimated timeline for completing the following tasks. For purposes of this application, assume that official announcement of new NMS Start UP Programs is made on November 8, 2017.

Benchmark	Intended Completion Date
Formal incorporation with the State of Nevada	Completed July 2008
Appointment/election of Board of Directors	Last election was July 18, 2017
First board meeting	Held the 3 rd Tuesday of month at 5:30pm
NMS Orientation of Board of Directors	At November 21, 2017 meeting
Creation of bank account	March 6, 2017
Completion of IRS Form 1023, application for tax exempt charitable status	Last done November 7, 2013
Date of first public contribution(s)	March 6, 2017
Date of first private contribution(s)	April 5, 2017
Appointment/election of committee chairs	Already in place
Hiring of staff	March 29, 2017
Appointment of all committee members (3 to 8 members per committee)	Already in place
Training for each standing committee	TBD in 2018
Development of comprehensive Main Street annual program of work	See attached
First committee projects implemented	Already established programs

D. Indicate your intended sources of income to operate your proposed Main Street Organization. Include approximate amounts for each income source, and describe how you have or will secure funding from each source.

Source of Income	Amount	How Raised
Membership	\$6,000	Member dues from merchant in district
Wine Walks	\$22,000	5 wine walks held May- September as a fundraiser
Coffin Races		October Coffin Races
Bench Sales	\$3100	Goal to sell 4 per year
Flower Basket Sales		
Adopt a Pot Sales		
Plot Rental		
Garden Goodies		
Freedom 5K Fun Run		
Sponsorships	\$2,100	Solicitation of local large businesses to support our programs
Grants		

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County contribution		
Town Contribution		

E. Local Main Street organizations need to have sufficient sources of income and have an idea of the cost to operate the Main Street organization and its projects. Indicate your estimated operating budget for the first and second year of your proposed Main Street organization by completing the following budget forms.

Year One Expenses & Income			
Expenses		Income	
Salary-Executive Dir.	\$ 57,000.00	City/Town	\$ 10,000.00
Fringe -E.D.		County	\$ 20,000.00
Salary - other		State	\$ -
Fringe - other		Business contributions	
Rent	\$ -	Corporate contributions	
Utilities	\$ 588.00	Individuals/membership	\$ 4,800.00
Telephone	\$ 612.00	Improvement district	
Supplies	\$ 5,000.00	TIF	
Equipment		Fees for Service	
Depreciation		Event income	\$ 30,000.00
Postage	\$ 500.00	In-Kind Donations	\$ 15,000.00
Printing	\$ 2,500.00	Other:	
Photography		Other:	
Advertising	\$ 3,500.00	Other:	
Training	\$ 9,200.00	TOTAL INCOME	\$ 79,800.00
Conferences/Education	\$ 1,500.00		
Travel	\$ 2,000.00		
Subscriptions	\$ 1,200.00		
Dues	\$ 1,000.00		
Contingency			
Organization Committee			
Design Committee			
E.V. Committee			
Promotion Committee			
Other:			
Other:			
TOTAL	\$ 84,600.00		

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Year Two Expenses & Income			
Expenses		Income	
Salary-Executive Dir.	\$ 57,000.00	City/Town	\$ 10,000.00
Fringe -E.D.		County	\$ 20,000.00
Salary - other		State	\$ -
Fringe - other		Business contributions	
Rent	\$ -	Corporate contributions	
Utilities	\$ 588.00	Individuals/membership	\$ 6,000.00
Telephone	\$ 612.00	Improvement district	
Supplies	\$ 5,000.00	TIF	
Equipment		Fees for Service	
Depreciation		Event income	\$ 30,000.00
Postage	\$ 500.00	In-Kind Donations	\$ 15,000.00
Printing	\$ 2,500.00	Other:	
Photography		Other:	
Advertising	\$ 3,500.00	Other:	
Training	\$ 9,200.00	TOTAL INCOME	\$ 81,000.00
Conferences/Education	\$ 1,500.00		
Travel	\$ 2,000.00		
Subscriptions	\$ 1,200.00		
Dues	\$ 1,000.00		
Contingency			
Organization Committee			
Design Committee			
E.V. Committee			
Promotion Committee			
Other:			
Other:			
TOTAL	\$ 84,600.00		

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F. Describe what actions, if any, the community will take to address downtown revitalization if your community is not selected as a NMS Start-Up Program Affiliate in 2017.

G. Include any other information regarding your communities Master Plan, Historic District, Business Improvement District, Redevelopment Area, or any other downtown efforts.

7. Acknowledgements and Signatures

By submitting this application, we, the undersigned, agree to the following:

A. The community of Gardnerville and the Main Street Garnerville program wishes to be considered for the designation as a Nevada Main Street Start-Up Affiliate. We agree to the following conditions prior to consideration of our application.

1. To establish a public-private partnership and commitment between the Main Street Steering Committee, the municipality, and the Nevada Main Street Program to develop and implement a community-driven economic development program of downtown revitalization based on the National Trust Historic Preservation's trademarked Main Street Four-Point Approach™.
2. To identify and establish a defined Main Street District and boundaries based on an historic or traditional business district in which the local Main Street organization will focus its efforts and activities for its first two years.
3. To establish a Main Street America Organization whose primary purpose is to operate and implement the Main Street Project locally. The organization will be governed by a board of directors that represents a broad base of public and private interests, including directors from both the downtown and the broader community. The organization will include standing committees which correspond to Main Street's Four Points (Organization, Design, Promotion and Economic Positioning).
4. To provide or pledge municipal funding for the Main Street America organization. In communities under 10,000 in population, the municipality agrees to provide a minimum of \$25,000 annually for at least three years of the local Main Street organization's operation. In communities between 10,000 and 50,000 in population, the municipality agrees to provide a minimum of \$30,000 annually for at least three years of the local Main Street organization's operation. In communities over 50,000 in population, the municipality agrees to provide a minimum of \$50,000 annually for at least three years of the local Main Street organization's operation. While a minimum of three years is required, the municipality understands that Main Street programs are not projects, rather programs that should continue for decades and will need ongoing financial support as an economic development organization, working on behalf of the municipality. ***A resolution of support indicating this municipal commitment should be enclosed with the application.***
5. To match the municipal contribution annually with an equal amount of private contributions raised by the board of directors of the Main Street corporation.
6. To hire, within three months of designation, a paid part-time (30 hours paid per week or full-time (40 hours paid per week) Main Street manager/executive director, and to include Nevada Main Street personnel in the process of staff selection by, at minimum, reviewing resumes and participating in candidate interviews.
7. To provide funding for staff and volunteers to attend regular training workshops.

ECONOMIC DEVELOPMENT

8. To provide office space in the downtown, with appropriate office equipment and supplies, in which the Main Street organization will be operated.

9. To work with NMS personnel to establish an annual budget, a fund-raising plan, and an annual action plan that outlines the Main Street organization's projects in each of the program's first two years.

B. We further acknowledge that:

1. The "Start Up" designation is for two years, that Nevada Main Street will provide the community with Start-Up Program services provided our community meets the requirements of the program, and that, at the end of the two-year Start-Up period, NMS, pending available funding, will continue to provide the local Main Street organization with technical assistance and resources provided it meets NMS program criteria at the time.

2. Nevada Main Street does not provide grants to the local Main Street organization and no cash is awarded to NMS Start-Up Program Affiliates for operational costs. All operating funds must be raised locally.

3. The submission of this application does not guarantee acceptance of the community as a NMS Start-Up Program Affiliate.

4. "Main Street America" and its variation are trademarks of the National Trust for Historic Preservation and the community will not use the Main Street America name of trademark unless it is designated as an official Nevada Main Street Start-Up Affiliate.

5. If the local Main Street organization fails to meet NMS Standards of performance and terms outlined in the required Memorandum of Understanding among the Main Street organization, the municipality, and the Governor's Office of Economic Development, NMS may, at its discretion, place the local organization on probationary status, suspend delivery of services and other resources to the local Main Street organization, and/or end the local Main Street organization's affiliation with NMS.

C. Signatures

Local Main Street Project Steering Committee Chair:

Signature
Telephone:

Print Name
Email:

Date

City Mayor or City Manager:

Signature
Telephone:

Print Name
Email:

Date

**2017 NMS Start-Up Affiliate Application
Checklist**

- Develop Main Street Steering Committee to investigate the Main Street Four-Point Approach™, the Nevada Main Street Program, and local public and private support for starting a Main Street program locally.
- Designate a primary point of contact for the application process.
- Submit a letter of intent to NMS regarding the community's intent to apply for designation as a Start-Up Program Affiliate.
- Complete the application form in its entirety. NMS recommends working on the application as a group or dividing up sections and having various public and private volunteers collaborate on completing the application.
- Proofread the application and revise as needed.
- Print one copy of the final version of the application.
- Obtain necessary signatures on the original version of the application.
- Include municipal resolution of support for funding the local Main Street organization.
- Submit the application to Nevada Main Street according to the submission requirements outlined on the Application Packet.

ECONOMIC DEVELOPMENT

Baseline Data	
Population	5656 (2010)
County	Douglas
County Population	47,536 (2014)
City Operating Budget	
Number of Households	
Median Income	\$42,673(2015)
Unemployment Rate	6.3%
Five Largest Employers	Carson Valley Medical Center, Aervoe, Walmart WaSheShu & Sharkey's Casino
Answer the following questions just about the proposed Main Street District	
Number of Businesses	
List of Proposed District Businesses	
Proposed District Number of PT Jobs	
Number of Buildings in Proposed District	
Sq Ft Rent in District Estimated	
Number of Buildings with vacant 1st Floors in District	
Number of Upper Story Housing Units in the District	
Number of Single Family Residences in District	
Number of Multi Family Residences in District	
Number of Buildings with Upper Floor Vacancy in District	



1407 Main Street; US Hwy 395 N.
Gardnerville, Nevada 89410
T. 775.782.8027 | F. 775.782.7135

Letter of intent for a prospective Nevada Main Street Program Affiliate

September 19, 2017

Mr. Peter J. Wallish
Nevada Main Street
Nevada Governor's Office of Economic Development
808 West Nye Lane
Carson City, NV 89703
pwallish@diversifynevada.com

Dear Mr. Wallish,

The community of Gardnerville and the Main Street Gardnerville program wishes to inform you that we intend to submit an application to Nevada Main Street for designation as a 2017 (grandfathered) Nevada Main Street Start-Up Affiliate.

We confirm Main Street Gardnerville is, in principle, in agreement with the application process required to become a member of the Nevada State Main Street Program.

We understand that completed application must be delivered to Nevada Main Street not later than **12:00 p. m. (noon) PST, September 29, 2017**. We understand that submission of this application does not guarantee selection or designation of our community as a 2017 Nevada Main Street Start-Up Affiliate. Although Main Street Gardnerville is already currently operating as a Main Street Program, we still need to provide base line information via the application process.

The primary point of contact regarding our application will be Debbi Lehr, Executive Director (775) 782-80247 debbi@mainstreetgardnerville.org. She can be contacted with any questions regarding Gardnerville's 2017 Nevada Main Street Start-Up Affiliate application.

Sincerely,

Debbi Lehr
Executive Director

Tom Dallaire
Town Manager

Gardnerville Town Board

AGENDA ACTION SHEET



1. **Not For Possible Action: Discussion on the Main Street Manager's semi-annual Report of activities and financials**

2. **Recommended Motion: N/A**

Funds Available: Yes N/A (requires staff time)

3. **Department: Administration**

4. **Prepared by: Carol Louthan**

5. **Meeting Date: October 3, 2017 Time Requested: 10 minutes**

6. **Agenda:** Consent Administrative

Background Information: See attached. Presentation at meeting.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

Approved Approved with Modifications
 Denied Continued

MSG Board of Directors Meeting

September 19, 2017 5:30 PM

EXECUTIVE DIRECTOR MONTHLY STATUS REPORT

This report provides a brief overview of operations of Main Street Gardnerville program.

MONTHLY SUMMARY (ACTUAL AUGUST 10-SEPTEMBER 15)

- **Financial**
 - Current Bank Balance: **\$ 137,887.55**
 - Revolving Loan Balance: **\$ 31,651.69**
 - New loan pending for \$10,000
- **Membership**
 - Current Membership down to 48 businesses down from 63
 - The following companies have been billed twice and sent a follow up email, need to follow up with them in person-100 Proof, A Wildflower, Eden Home Care, Frontier Communications, JJ's Mexican, Legacy Land and Water, One Studio Wellness Center, & Silver Thistle Photography.
- **Organizational**
 - Finished Committee Structure descriptions to help with revising policy & procedures
- **Social Media**
 - **Twitter:** 398 to 408; followers; increase of 10 followers
 - **Facebook:** 2,829 to 2,846 followers; increase of 17 followers
 - **Instagram:** 204-213 followers; increase of 9 followers
 - **Alignable:** 0-11 followers: increase of 11 followers
- **Website**
 - Wine Walk, membership & Coffin Races.
- **Constant Contact Mails**

	Open Rate	Click Rate
○ Biz Blast August 2017 Volume 2	26%	9%
○ Volunteer Recognition 1	41%	10%
○ Volunteer Recognition 2	38%	11%
○ Volunteer Recognition 3	43%	13%
○ Volunteer Recognition 4	33%	16%
○ Biz Blast September 2017 Volume 1	26%	7%
○ Volunteer Recognition 5	10%	2%
- **Media Mentions**
 - **Record Courier:** Wine Walk Ad 8/15/17
 - **Nevada Appeal:** Robert Hoyt Williams Obituary 9/13/17,
 - **Carson Valley Times:** Board Members Announced 8/24/17
 - No longer doing press releases just pictorial
- **Press Releases**
 - Board of Directors 8/21/17

OLD BUSINESS

- **Aviation Round Up**-We have a booth October 7 & 8 (9am-5pm) please volunteer for a few hours one day or the other.

NEW BUSINESS

- **State Main Street Application Meeting**

Main Street Gardnerville Profit & Loss by Class June through September 2017

	Admin/Office	Coffin Race	Benches (Design Comm)	Sidewalk Gallery (Design Comm)	Total Design Comm
Ordinary Income/Expense					
Income					
40000 - Business Income					
40010 - Design Committee	0.00	0.00	3,990.00	0.00	3,990.00
40040 - Promotion Committee	0.00	250.00	0.00	0.00	0.00
Total 40000 - Business Income	0.00	250.00	3,990.00	0.00	3,990.00
44000 - Interest Bank Account	0.00	0.00	0.00	0.00	0.00
42000 - Donations	0.00	0.00	0.00	0.00	0.00
46400 - Other Types of Income					
46430 - Membership-Internal	0.00	0.00	0.00	0.00	0.00
46440 - Miscellaneous Income	12.00	0.00	0.00	0.00	0.00
Total 46400 - Other Types of Income	12.00	0.00	0.00	0.00	0.00
Total Income	12.00	250.00	3,990.00	0.00	3,990.00
Expense					
60900 - Business Expenses					
60910 - Design Committee	0.00	0.00	24.04	180.00	204.04
60920 - District Vitality Committee	0.00	0.00	0.00	0.00	0.00
60930 - Organization Committee	0.00	0.00	0.00	0.00	0.00
60940 - Promotion Committee	0.00	200.00	0.00	0.00	0.00
60900 - Business Expenses - Other	444.96	0.00	0.00	0.00	0.00
Total 60900 - Business Expenses	444.96	200.00	24.04	180.00	204.04
62100 - Contract Services					
62150 - Outside Contract Services	4,000.00	0.00	0.00	0.00	0.00
62100 - Contract Services - Other	982.00	0.00	0.00	0.00	0.00
Total 62100 - Contract Services	4,982.00	0.00	0.00	0.00	0.00
62800 - Facilities and Equipment					
62840 - Equip Rental and Maintenance	302.50	0.00	0.00	0.00	0.00
62880 - Rent, Parking, Utilities	102.94	0.00	0.00	0.00	0.00
62890 - Water and Irrigation at HPG	0.00	0.00	0.00	0.00	0.00
Total 62800 - Facilities and Equipment	405.44	0.00	0.00	0.00	0.00
65000 - Operations					
65005 - Bank Service Charge	0.00	9.05	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class June through September 2017

	Admin/Office	Coffin Race	Benches (Design Comm)	Sidewalk Gallery (Design Comm)	Total Design Comm
65010 · Copies & Printing	86.26	0.00	0.00	0.00	0.00
65020 · Office Supplies	478.00	0.00	0.00	0.00	0.00
65030 · Postage	67.84	0.00	0.00	0.00	0.00
65040 · Reimbursement	0.00	0.00	0.00	0.00	0.00
65060 · Software	42.97	0.00	0.00	0.00	0.00
65070 · Subscriptions	0.00	0.00	0.00	0.00	0.00
65080 · Supplies (General)	837.62	0.00	0.00	0.00	0.00
65090 · Telephone	154.50	0.00	0.00	0.00	0.00
65000 · Operations - Other	40.73	0.00	0.00	0.00	0.00
Total 65000 · Operations	1,707.92	9.05	0.00	0.00	0.00
65100 · Other Types of Expenses					
64110 · Advertising	0.00	45.00	0.00	0.00	0.00
65120 · Credit card	80.00	0.00	0.00	0.00	0.00
65130 · Grants Expense	0.00	0.00	0.00	0.00	0.00
65140 · Insurance	0.00	0.00	0.00	0.00	0.00
65150 · Memberships-External	0.00	0.00	0.00	0.00	0.00
65160 · Mileage	91.66	0.00	0.00	0.00	0.00
65170 · Miscellaneous Expenses	44.54	0.00	0.00	0.00	0.00
Total 65100 · Other Types of Expenses	216.20	45.00	0.00	0.00	0.00
66000 · Professional Services					
66020 · Salaries & Wages	0.00	0.00	0.00	0.00	0.00
66000 · Professional Services - Other	150.00	0.00	0.00	0.00	0.00
Total 66000 · Professional Services	150.00	0.00	0.00	0.00	0.00
68300 · Travel and Meetings					
68310 · Conference, Convention, Meeting	0.00	0.00	0.00	0.00	0.00
68330 · Travel	0.00	0.00	0.00	0.00	0.00
Total 68300 · Travel and Meetings	0.00	0.00	0.00	0.00	0.00
Total Expense	7,906.52	254.05	24.04	180.00	204.04
Net Ordinary Income	-7,894.52	-4.05	3,965.96	-180.00	3,785.96
Other Income/Expense					
Other Expense					
80000 · Ask My Accountant	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class June through September 2017

	Admin/Office	Coffin Race	Benches (Design Comm)	Sidewalk Gallery (Design Comm)	Total Design Comm
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	<u><u>-7,894.52</u></u>	<u><u>-4.05</u></u>	<u><u>3,965.96</u></u>	<u><u>-180.00</u></u>	<u><u>3,785.96</u></u>

Main Street Gardnerville Profit & Loss by Class June through September 2017

	<u>Donation</u>	<u>DV Comm</u>	<u>Ext. Membership</u>	<u>AAPots (Flwr Comm)</u>	<u>Eddy Planter (Flwr Comm)</u>
Ordinary Income/Expense					
Income					
40000 - Business Income					
40010 - Design Committee	0.00	0.00	0.00	760.00	0.00
40040 - Promotion Committee	0.00	0.00	0.00	0.00	0.00
Total 40000 - Business Income	0.00	0.00	0.00	760.00	0.00
44000 - Interest Bank Account	0.00	0.00	0.00	0.00	0.00
42000 - Donations	100.00	0.00	0.00	0.00	0.00
46400 - Other Types of Income					
46430 - Membership-Internal	0.00	0.00	0.00	0.00	0.00
46440 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00
Total 46400 - Other Types of Income	0.00	0.00	0.00	0.00	0.00
Total Income	100.00	0.00	0.00	760.00	0.00
Expense					
60900 - Business Expenses					
60910 - Design Committee	0.00	0.00	0.00	1,119.40	129.40
60920 - District Vitality Committee	0.00	600.00	0.00	0.00	0.00
60930 - Organization Committee	0.00	0.00	0.00	0.00	0.00
60940 - Promotion Committee	0.00	0.00	0.00	0.00	0.00
60900 - Business Expenses - Other	0.00	0.00	250.00	0.00	0.00
Total 60900 - Business Expenses	0.00	600.00	250.00	1,119.40	129.40
62100 - Contract Services					
62150 - Outside Contract Services	0.00	0.00	0.00	0.00	0.00
62100 - Contract Services - Other	0.00	0.00	0.00	0.00	0.00
Total 62100 - Contract Services	0.00	0.00	0.00	0.00	0.00
62800 - Facilities and Equipment					
62840 - Equip Rental and Maintenance	0.00	0.00	0.00	0.00	0.00
62880 - Rent, Parking, Utilities	0.00	0.00	0.00	0.00	0.00
62890 - Water and Irrigation at HPG	0.00	0.00	0.00	0.00	0.00
Total 62800 - Facilities and Equipment	0.00	0.00	0.00	0.00	0.00
65000 - Operations					
65005 - Bank Service Charge	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class June through September 2017

	Donation	DV Comm	Ext. Membership	AAPots (Flwr Comm)	Eddy Planter (Flwr Comm)
65010 · Copies & Printing	0.00	0.00	0.00	0.00	0.00
65020 · Office Supplies	0.00	0.00	0.00	0.00	0.00
65030 · Postage	0.00	0.00	0.00	0.00	0.00
65040 · Reimbursement	0.00	0.00	0.00	0.00	0.00
65060 · Software	0.00	0.00	0.00	0.00	0.00
65070 · Subscriptions	0.00	0.00	350.00	0.00	0.00
65080 · Supplies (General)	0.00	0.00	0.00	0.00	0.00
65090 · Telephone	0.00	0.00	0.00	0.00	0.00
65000 · Operations - Other	0.00	0.00	0.00	0.00	0.00
Total 65000 · Operations	0.00	0.00	350.00	0.00	0.00
65100 · Other Types of Expenses					
64110 · Advertising	0.00	0.00	0.00	0.00	0.00
65120 · Credit card	0.00	0.00	0.00	0.00	0.00
65130 · Grants Expense	0.00	0.00	0.00	0.00	0.00
65140 · Insurance	0.00	0.00	0.00	0.00	0.00
65150 · Memberships-External	0.00	0.00	320.00	0.00	0.00
65160 · Mileage	0.00	0.00	0.00	0.00	0.00
65170 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00
Total 65100 · Other Types of Expenses	0.00	0.00	320.00	0.00	0.00
66000 · Professional Services					
66020 · Salaries & Wages	0.00	0.00	0.00	0.00	0.00
66000 · Professional Services - Other	0.00	0.00	0.00	0.00	0.00
Total 66000 · Professional Services	0.00	0.00	0.00	0.00	0.00
68300 · Travel and Meetings					
68310 · Conference, Convention, Meeting	0.00	0.00	20.00	0.00	0.00
68330 · Travel	0.00	0.00	0.00	0.00	0.00
Total 68300 · Travel and Meetings	0.00	0.00	20.00	0.00	0.00
Total Expense	0.00	600.00	940.00	1,119.40	129.40
Net Ordinary Income	100.00	-600.00	-940.00	-359.40	-129.40
Other Income/Expense					
Other Expense					
80000 · Ask My Accountant	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class June through September 2017

	<u>Donation</u>	<u>DV Comm</u>	<u>Ext. Membership</u>	<u>AAPots (Flwr Comm)</u>	<u>Eddy Planter (Flwr Comm)</u>
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	<u>100.00</u>	<u>-600.00</u>	<u>-940.00</u>	<u>-359.40</u>	<u>-129.40</u>

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Flower Basket (Flwr Comm)	Flwr Comm - Other (Flwr Comm)	Total Flwr Comm	Freedom Run	Grants
Ordinary Income/Expense					
Income					
40000 - Business Income					
40010 - Design Committee	85.00	0.00	845.00	0.00	0.00
40040 - Promotion Committee	0.00	0.00	0.00	15.00	0.00
Total 40000 - Business Income	85.00	0.00	845.00	15.00	0.00
44000 - Interest Bank Account	0.00	0.00	0.00	0.00	0.00
42000 - Donations	0.00	0.00	0.00	0.00	0.00
46400 - Other Types of Income					
46430 - Membership-Internal	0.00	0.00	0.00	0.00	0.00
46440 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00
Total 46400 - Other Types of Income	0.00	0.00	0.00	0.00	0.00
Total Income	85.00	0.00	845.00	15.00	0.00
Expense					
60900 - Business Expenses					
60910 - Design Committee	2,365.00	25.00	3,638.80	0.00	0.00
60920 - District Vitality Committee	0.00	0.00	0.00	0.00	0.00
60930 - Organization Committee	0.00	0.00	0.00	0.00	0.00
60940 - Promotion Committee	0.00	0.00	0.00	0.00	0.00
60900 - Business Expenses - Other	0.00	0.00	0.00	0.00	0.00
Total 60900 - Business Expenses	2,365.00	25.00	3,638.80	0.00	0.00
62100 - Contract Services					
62150 - Outside Contract Services	0.00	0.00	0.00	0.00	0.00
62100 - Contract Services - Other	0.00	0.00	0.00	0.00	0.00
Total 62100 - Contract Services	0.00	0.00	0.00	0.00	0.00
62800 - Facilities and Equipment					
62840 - Equip Rental and Maintenance	0.00	0.00	0.00	0.00	0.00
62880 - Rent, Parking, Utilities	0.00	0.00	0.00	0.00	0.00
62890 - Water and Irrigation at HPG	0.00	0.00	0.00	0.00	0.00
Total 62800 - Facilities and Equipment	0.00	0.00	0.00	0.00	0.00
65000 - Operations					
65005 - Bank Service Charge	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Flower Basket (Flwr Comm)	Flwr Comm - Other (Flwr Comm)	Total Flwr Comm	Freedom Run	Grants
65010 · Copies & Printing	0.00	0.00	0.00	0.00	0.00
65020 · Office Supplies	0.00	0.00	0.00	0.00	0.00
65030 · Postage	0.00	0.00	0.00	0.00	0.00
65040 · Reimbursement	0.00	0.00	0.00	0.00	0.00
65060 · Software	0.00	0.00	0.00	0.00	0.00
65070 · Subscriptions	0.00	0.00	0.00	0.00	0.00
65080 · Supplies (General)	0.00	0.00	0.00	0.00	0.00
65090 · Telephone	0.00	0.00	0.00	0.00	0.00
65000 · Operations - Other	0.00	0.00	0.00	0.00	0.00
Total 65000 · Operations	0.00	0.00	0.00	0.00	0.00
65100 · Other Types of Expenses					
64110 · Advertising	0.00	0.00	0.00	0.00	0.00
65120 · Credit card	0.00	0.00	0.00	0.00	0.00
65130 · Grants Expense	0.00	0.00	0.00	0.00	142.36
65140 · Insurance	0.00	0.00	0.00	0.00	0.00
65150 · Memberships-External	0.00	0.00	0.00	0.00	0.00
65160 · Mileage	0.00	0.00	0.00	0.00	0.00
65170 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00
Total 65100 · Other Types of Expenses	0.00	0.00	0.00	0.00	142.36
66000 · Professional Services					
66020 · Salaries & Wages	0.00	0.00	0.00	0.00	0.00
66000 · Professional Services - Other	0.00	0.00	0.00	0.00	0.00
Total 66000 · Professional Services	0.00	0.00	0.00	0.00	0.00
68300 · Travel and Meetings					
68310 · Conference, Convention, Meeting	0.00	0.00	0.00	0.00	0.00
68330 · Travel	0.00	0.00	0.00	0.00	0.00
Total 68300 · Travel and Meetings	0.00	0.00	0.00	0.00	0.00
Total Expense	2,365.00	25.00	3,638.80	0.00	142.36
Net Ordinary Income	-2,280.00	-25.00	-2,793.80	15.00	-142.36
Other Income/Expense					
Other Expense					
80000 · Ask My Accountant	0.00	0.00	0.00	0.00	0.00

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Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Flower Basket (Flwr Comm)	Flwr Comm - Other (Flwr Comm)	Total Flwr Comm	Freedom Run	Grants
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	<u><u>-2,280.00</u></u>	<u><u>-25.00</u></u>	<u><u>-2,793.80</u></u>	<u><u>15.00</u></u>	<u><u>-142.36</u></u>

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Plants (HPG)	Rocks (HPG)	HPG - Other (HPG)	Total HPG	Insurance	Int. Membership	Interest
Ordinary Income/Expense							
Income							
40000 - Business Income							
40010 - Design Committee	28.00	374.00	50.00	452.00	0.00	0.00	0.00
40040 - Promotion Committee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 40000 - Business Income	28.00	374.00	50.00	452.00	0.00	0.00	0.00
44000 - Interest Bank Account	0.00	0.00	0.00	0.00	0.00	0.00	5.91
42000 - Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46400 - Other Types of Income							
46430 - Membership-Internal	0.00	0.00	0.00	0.00	0.00	2,382.61	0.00
46440 - Miscellaneous Income	0.00	0.00	0.00	0.00	461.08	0.00	0.00
Total 46400 - Other Types of Income	0.00	0.00	0.00	0.00	461.08	2,382.61	0.00
Total Income	28.00	374.00	50.00	452.00	461.08	2,382.61	5.91
Expense							
60900 - Business Expenses							
60910 - Design Committee	0.00	0.00	474.48	474.48	0.00	0.00	0.00
60920 - District Vitality Committee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60930 - Organization Committee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60940 - Promotion Committee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60900 - Business Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 60900 - Business Expenses	0.00	0.00	474.48	474.48	0.00	0.00	0.00
62100 - Contract Services							
62150 - Outside Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62100 - Contract Services - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 62100 - Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62800 - Facilities and Equipment							
62840 - Equip Rental and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62880 - Rent, Parking, Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62890 - Water and Irrigation at HPG	0.00	0.00	1,269.60	1,269.60	0.00	0.00	0.00
Total 62800 - Facilities and Equipment	0.00	0.00	1,269.60	1,269.60	0.00	0.00	0.00
65000 - Operations							
65005 - Bank Service Charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Plants (HPG)	Rocks (HPG)	HPG - Other (HPG)	Total HPG	Insurance	Int. Membership	Interest
65010 · Copies & Printing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65020 · Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65030 · Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65040 · Reimbursement	0.00	0.00	48.22	48.22	0.00	0.00	0.00
65060 · Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65070 · Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65080 · Supplies (General)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65090 · Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65000 · Operations - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 65000 · Operations	0.00	0.00	48.22	48.22	0.00	0.00	0.00
65100 · Other Types of Expenses							
64110 · Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65120 · Credit card	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65130 · Grants Expense	0.00	0.00	81.87	81.87	0.00	0.00	0.00
65140 · Insurance	0.00	0.00	0.00	0.00	1,464.00	0.00	0.00
65150 · Memberships-External	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65160 · Mileage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65170 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 65100 · Other Types of Expenses	0.00	0.00	81.87	81.87	1,464.00	0.00	0.00
66000 · Professional Services							
66020 · Salaries & Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66000 · Professional Services - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 66000 · Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68300 · Travel and Meetings							
68310 · Conference, Convention, Meeting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68330 · Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 68300 · Travel and Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	0.00	0.00	1,874.17	1,874.17	1,464.00	0.00	0.00
Net Ordinary Income	28.00	374.00	-1,824.17	-1,422.17	-1,002.92	2,382.61	5.91
Other Income/Expense							
Other Expense							
80000 · Ask My Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Plants (HPG)	Rocks (HPG)	HPG - Other (HPG)	Total HPG	Insurance	Int. Membership	Interest
Total Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	<u>28.00</u>	<u>374.00</u>	<u>-1,824.17</u>	<u>-1,422.17</u>	<u>-1,002.92</u>	<u>2,382.61</u>	<u>5.91</u>

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Main St Mingle			Payroll	Freedom 5k
	Mileage	(Org Comm)	Total Org Comm		(Promo Comm)
Ordinary Income/Expense					
Income					
40000 - Business Income					
40010 - Design Committee	0.00	0.00	0.00	0.00	0.00
40040 - Promotion Committee	0.00	0.00	0.00	0.00	654.93
Total 40000 - Business Income	0.00	0.00	0.00	0.00	654.93
44000 - Interest Bank Account	0.00	0.00	0.00	0.00	0.00
42000 - Donations	0.00	0.00	0.00	0.00	0.00
46400 - Other Types of Income					
46430 - Membership-Internal	0.00	0.00	0.00	0.00	0.00
46440 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00
Total 46400 - Other Types of Income	0.00	0.00	0.00	0.00	0.00
Total Income	0.00	0.00	0.00	0.00	654.93
Expense					
60900 - Business Expenses					
60910 - Design Committee	0.00	0.00	0.00	0.00	0.00
60920 - District Vitality Committee	0.00	0.00	0.00	0.00	0.00
60930 - Organization Committee	0.00	36.92	36.92	0.00	0.00
60940 - Promotion Committee	0.00	0.00	0.00	0.00	1,249.24
60900 - Business Expenses - Other	0.00	0.00	0.00	0.00	0.00
Total 60900 - Business Expenses	0.00	36.92	36.92	0.00	1,249.24
62100 - Contract Services					
62150 - Outside Contract Services	0.00	0.00	0.00	9,664.00	0.00
62100 - Contract Services - Other	0.00	0.00	0.00	0.00	0.00
Total 62100 - Contract Services	0.00	0.00	0.00	9,664.00	0.00
62800 - Facilities and Equipment					
62840 - Equip Rental and Maintenance	0.00	0.00	0.00	0.00	0.00
62880 - Rent, Parking, Utilities	0.00	0.00	0.00	0.00	0.00
62890 - Water and Irrigation at HPG	0.00	0.00	0.00	0.00	0.00
Total 62800 - Facilities and Equipment	0.00	0.00	0.00	0.00	0.00
65000 - Operations					
65005 - Bank Service Charge	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Main St Mingle				Freedom 5k
	Mileage	(Org Comm)	Total Org Comm	Payroll	(Promo Comm)
65010 · Copies & Printing	0.00	0.00	0.00	0.00	250.00
65020 · Office Supplies	0.00	0.00	0.00	0.00	0.00
65030 · Postage	0.00	0.00	0.00	0.00	0.00
65040 · Reimbursement	0.00	0.00	0.00	0.00	0.00
65060 · Software	0.00	0.00	0.00	0.00	0.00
65070 · Subscriptions	0.00	0.00	0.00	0.00	0.00
65080 · Supplies (General)	0.00	0.00	0.00	0.00	0.00
65090 · Telephone	0.00	0.00	0.00	0.00	0.00
65000 · Operations - Other	0.00	0.00	0.00	0.00	0.00
Total 65000 · Operations	0.00	0.00	0.00	0.00	250.00
65100 · Other Types of Expenses					
64110 · Advertising	0.00	0.00	0.00	0.00	0.00
65120 · Credit card	0.00	0.00	0.00	0.00	0.00
65130 · Grants Expense	0.00	0.00	0.00	0.00	0.00
65140 · Insurance	0.00	0.00	0.00	0.00	0.00
65150 · Memberships-External	0.00	0.00	0.00	0.00	0.00
65160 · Mileage	158.74	0.00	0.00	0.00	0.00
65170 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00
Total 65100 · Other Types of Expenses	158.74	0.00	0.00	0.00	0.00
66000 · Professional Services					
66020 · Salaries & Wages	0.00	0.00	0.00	9,664.00	0.00
66000 · Professional Services - Other	0.00	0.00	0.00	0.00	0.00
Total 66000 · Professional Services	0.00	0.00	0.00	9,664.00	0.00
68300 · Travel and Meetings					
68310 · Conference, Convention, Meeting	0.00	0.00	0.00	0.00	0.00
68330 · Travel	0.00	0.00	0.00	0.00	0.00
Total 68300 · Travel and Meetings	0.00	0.00	0.00	0.00	0.00
Total Expense	158.74	36.92	36.92	19,328.00	1,499.24
Net Ordinary Income	-158.74	-36.92	-36.92	-19,328.00	-844.31
Other Income/Expense					
Other Expense					
80000 · Ask My Accountant	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville Profit & Loss by Class

June through September 2017

	Main St Mingle				Freedom 5k (Promo Comm)
	Mileage	(Org Comm)	Total Org Comm	Payroll	
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	-158.74	-36.92	-36.92	-19,328.00	-844.31

Main Street Gardnerville Profit & Loss by Class

June through September 2017
 Promo Comm - Other

	<u>(Promo Comm)</u>	<u>Total Promo Comm</u>	<u>TOG/D Cty</u>	<u>Travel</u>	<u>Wine Walk</u>
Ordinary Income/Expense					
Income					
40000 - Business Income					
40010 - Design Committee	0.00	0.00	0.00	0.00	0.00
40040 - Promotion Committee	0.00	654.93	0.00	0.00	17,057.28
Total 40000 - Business Income	0.00	654.93	0.00	0.00	17,057.28
44000 - Interest Bank Account	0.00	0.00	0.00	0.00	0.00
42000 - Donations	0.00	0.00	0.00	0.00	0.00
46400 - Other Types of Income					
46430 - Membership-Internal	0.00	0.00	0.00	0.00	0.00
46440 - Miscellaneous Income	0.00	0.00	0.00	0.00	35.00
Total 46400 - Other Types of Income	0.00	0.00	0.00	0.00	35.00
Total Income	0.00	654.93	0.00	0.00	17,092.28
Expense					
60900 - Business Expenses					
60910 - Design Committee	0.00	0.00	0.00	0.00	0.00
60920 - District Vitality Committee	0.00	0.00	0.00	0.00	0.00
60930 - Organization Committee	0.00	0.00	0.00	0.00	0.00
60940 - Promotion Committee	0.00	1,249.24	0.00	0.00	900.00
60900 - Business Expenses - Other	0.00	0.00	0.00	0.00	0.00
Total 60900 - Business Expenses	0.00	1,249.24	0.00	0.00	900.00
62100 - Contract Services					
62150 - Outside Contract Services	0.00	0.00	0.00	0.00	0.00
62100 - Contract Services - Other	0.00	0.00	0.00	0.00	0.00
Total 62100 - Contract Services	0.00	0.00	0.00	0.00	0.00
62800 - Facilities and Equipment					
62840 - Equip Rental and Maintenance	0.00	0.00	0.00	0.00	0.00
62880 - Rent, Parking, Utilities	0.00	0.00	0.00	0.00	0.00
62890 - Water and Irrigation at HPG	0.00	0.00	0.00	0.00	0.00
Total 62800 - Facilities and Equipment	0.00	0.00	0.00	0.00	0.00
65000 - Operations					
65005 - Bank Service Charge	0.00	0.00	0.00	0.00	0.00

Main Street Gardnerville
Profit & Loss by Class
June through September 2017
Promo Comm - Other

	<u>(Promo Comm)</u>	<u>Total Promo Comm</u>	<u>TOG/D Cty</u>	<u>Travel</u>	<u>Wine Walk</u>
65010 · Copies & Printing	0.00	250.00	0.00	0.00	0.00
65020 · Office Supplies	0.00	0.00	0.00	0.00	0.00
65030 · Postage	0.00	0.00	0.00	0.00	0.00
65040 · Reimbursement	0.00	0.00	0.00	0.00	0.00
65060 · Software	0.00	0.00	0.00	0.00	0.00
65070 · Subscriptions	0.00	0.00	0.00	0.00	0.00
65080 · Supplies (General)	359.96	359.96	0.00	0.00	0.00
65090 · Telephone	0.00	0.00	0.00	0.00	0.00
65000 · Operations - Other	0.00	0.00	0.00	0.00	0.00
Total 65000 · Operations	359.96	609.96	0.00	0.00	0.00
65100 · Other Types of Expenses					
64110 · Advertising	0.00	0.00	0.00	0.00	1,009.49
65120 · Credit card	0.00	0.00	0.00	0.00	0.00
65130 · Grants Expense	0.00	0.00	0.00	0.00	0.00
65140 · Insurance	0.00	0.00	0.00	0.00	0.00
65150 · Memberships-External	0.00	0.00	0.00	0.00	0.00
65160 · Mileage	0.00	0.00	0.00	0.00	0.00
65170 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00
Total 65100 · Other Types of Expenses	0.00	0.00	0.00	0.00	1,009.49
66000 · Professional Services					
66020 · Salaries & Wages	0.00	0.00	0.00	0.00	0.00
66000 · Professional Services - Other	0.00	0.00	0.00	0.00	0.00
Total 66000 · Professional Services	0.00	0.00	0.00	0.00	0.00
68300 · Travel and Meetings					
68310 · Conference, Convention, Meeting	0.00	0.00	0.00	0.00	0.00
68330 · Travel	0.00	0.00	104.38	902.38	0.00
Total 68300 · Travel and Meetings	0.00	0.00	104.38	902.38	0.00
Total Expense	359.96	1,859.20	104.38	902.38	1,909.49
Net Ordinary Income	-359.96	-1,204.27	-104.38	-902.38	15,182.79
Other Income/Expense					
Other Expense					
80000 · Ask My Accountant	0.00	0.00	0.00	0.00	42.00

Main Street Gardnerville Profit & Loss by Class

June through September 2017

Promo Comm - Other

	<u>(Promo Comm)</u>	<u>Total Promo Comm</u>	<u>TOG/DCTy</u>	<u>Travel</u>	<u>Wine Walk</u>
Total Other Expense	0.00	0.00	0.00	0.00	42.00
Net Other Income	0.00	0.00	0.00	0.00	-42.00
Net Income	<u>-359.96</u>	<u>-1,204.27</u>	<u>-104.38</u>	<u>-902.38</u>	<u>15,140.79</u>

Main Street Gardnerville Profit & Loss by Class June through September 2017

	<u>Unclassified</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
40000 - Business Income		
40010 - Design Committee	149.49	5,436.49
40040 - Promotion Committee	0.00	17,977.21
Total 40000 - Business Income	<u>149.49</u>	<u>23,413.70</u>
44000 - Interest Bank Account	8.26	14.17
42000 - Donations	0.00	100.00
46400 - Other Types of Income		
46430 - Membership-Internal	201.65	2,584.26
46440 - Miscellaneous Income	11.97	520.05
Total 46400 - Other Types of Income	<u>213.62</u>	<u>3,104.31</u>
Total Income	371.37	26,632.18
Expense		
60900 - Business Expenses		
60910 - Design Committee	-990.00	3,327.32
60920 - District Vitality Committee	0.00	600.00
60930 - Organization Committee	0.00	36.92
60940 - Promotion Committee	-831.10	1,518.14
60900 - Business Expenses - Other	0.00	694.96
Total 60900 - Business Expenses	<u>-1,821.10</u>	<u>6,177.34</u>
62100 - Contract Services		
62150 - Outside Contract Services	0.00	13,664.00
62100 - Contract Services - Other	0.00	982.00
Total 62100 - Contract Services	<u>0.00</u>	<u>14,646.00</u>
62800 - Facilities and Equipment		
62840 - Equip Rental and Maintenance	0.00	302.50
62880 - Rent, Parking, Utilities	0.00	102.94
62890 - Water and Irrigation at HPG	0.00	1,269.60
Total 62800 - Facilities and Equipment	<u>0.00</u>	<u>1,675.04</u>
65000 - Operations		
65005 - Bank Service Charge	0.00	9.05

Main Street Gardnerville Profit & Loss by Class June through September 2017

	Unclassified	TOTAL
65010 · Copies & Printing	0.00	336.26
65020 · Office Supplies	-517.16	-39.16
65030 · Postage	0.00	67.84
65040 · Reimbursement	0.00	48.22
65060 · Software	0.00	42.97
65070 · Subscriptions	-300.00	50.00
65080 · Supplies (General)	0.00	1,197.58
65090 · Telephone	-51.50	103.00
65000 · Operations - Other	0.00	40.73
Total 65000 · Operations	-868.66	1,856.49
65100 · Other Types of Expenses		
64110 · Advertising	-199.50	854.99
65120 · Credit card	0.00	80.00
65130 · Grants Expense	0.00	224.23
65140 · Insurance	-300.00	1,164.00
65150 · Memberships-External	-170.00	150.00
65160 · Mileage	0.00	250.40
65170 · Miscellaneous Expenses	-2,954.93	-2,910.39
Total 65100 · Other Types of Expenses	-3,624.43	-186.77
66000 · Professional Services		
66020 · Salaries & Wages	-9,664.00	0.00
66000 · Professional Services - Other	-150.00	0.00
Total 66000 · Professional Services	-9,814.00	0.00
68300 · Travel and Meetings		
68310 · Conference, Convention, Meeting	0.00	20.00
68330 · Travel	0.00	1,006.76
Total 68300 · Travel and Meetings	0.00	1,026.76
Total Expense	-16,128.19	25,194.86
Net Ordinary Income	16,499.56	1,437.32
Other Income/Expense		
Other Expense		
80000 · Ask My Accountant	0.00	42.00

Main Street Gardnerville
Profit & Loss by Class
June through September 2017

	<u>Unclassified</u>	<u>TOTAL</u>
Total Other Expense	0.00	42.00
Net Other Income	0.00	-42.00
Net Income	<u>16,499.56</u>	<u>1,395.32</u>

Main Street Gardnerville Profit & Loss Budget vs. Actual June through September 2017

	Jun 17	Budget	\$ Over Budget	% of Budget	Jul 17	Budget
Ordinary Income/Expense						
Income						
40000 - Business Income						
40010 - Design Committee	3,185.49				86.00	
40040 - Promotion Committee	7,057.06				5,312.28	
Total 40000 - Business Income	10,242.55				5,398.28	
44000 - Interest Bank Account	2.45				5.81	
42000 - Donations	100.00				0.00	
46400 - Other Types of Income						
46430 - Membership-Internal	1,201.65				300.26	
46440 - Miscellaneous Income	23.97				35.00	
Total 46400 - Other Types of Income	1,225.62				335.26	
Total Income	11,570.62				5,739.35	
Expense						
60900 - Business Expenses						
60910 - Design Committee	229.04	541.67	-312.63	42.28%	1,348.80	541.67
60920 - District Vitality Committee	0.00	0.00	0.00	0.0%	0.00	0.00
60930 - Organization Committee	0.00	81.81	-81.81	0.0%	0.00	81.81
60940 - Promotion Committee	1,118.14	1,198.33	-80.19	93.31%	400.00	1,198.33
60900 - Business Expenses - Other	250.00				80.00	
Total 60900 - Business Expenses	1,597.18	1,821.81	-224.63	87.67%	1,828.80	1,821.81
62100 - Contract Services						
62150 - Outside Contract Services	4,832.00				0.00	
62100 - Contract Services - Other	0.00				0.00	
Total 62100 - Contract Services	4,832.00				0.00	
62800 - Facilities and Equipment						
62840 - Equip Rental and Maintenance	302.50				0.00	
62880 - Rent, Parking, Utilities	102.94				0.00	
62890 - Water and Irrigation at HPG	0.00	62.50	-62.50	0.0%	1,269.60	62.50
Total 62800 - Facilities and Equipment	405.44	62.50	342.94	648.7%	1,269.60	62.50
65000 - Operations						
65005 - Bank Service Charge	0.00				0.00	

Main Street Gardnerville Profit & Loss Budget vs. Actual June through September 2017

	<u>Jun 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jul 17</u>	<u>Budget</u>
65010 · Copies & Printing	0.00				336.26	
65020 · Office Supplies	199.04				0.00	
65030 · Postage	49.00				18.84	
65040 · Reimbursement	48.22				0.00	
65060 · Software	0.00				0.00	
65070 · Subscriptions	350.00				-250.00	
65080 · Supplies (General)	890.88				278.96	
65090 · Telephone	0.00				0.00	
65000 · Operations - Other	0.00				0.00	
Total 65000 · Operations	<u>1,537.14</u>				<u>384.06</u>	
65100 · Other Types of Expenses						
64110 · Advertising	208.50				0.00	
65120 · Credit card	0.00				80.00	
65130 · Grants Expense	224.23				0.00	
65140 · Insurance	864.00				300.00	
65150 · Memberships-External	0.00				0.00	
65160 · Mileage	34.24				183.32	
65170 · Miscellaneous Expenses	0.00				-1,320.52	
Total 65100 · Other Types of Expenses	<u>1,330.97</u>				<u>-757.20</u>	
66000 · Professional Services						
66020 · Salaries & Wages	0.00				4,832.00	
66000 · Professional Services - Other	0.00				0.00	
Total 66000 · Professional Services	<u>0.00</u>				<u>4,832.00</u>	
68300 · Travel and Meetings						
68310 · Conference, Convention, Meeting	20.00				0.00	
68330 · Travel	798.00	0.00	798.00	100.0%	208.76	1,000.00
Total 68300 · Travel and Meetings	<u>818.00</u>	<u>0.00</u>	<u>818.00</u>	<u>100.0%</u>	<u>208.76</u>	<u>1,000.00</u>
Total Expense	<u>10,520.73</u>	<u>1,884.31</u>	<u>8,636.42</u>	<u>558.33%</u>	<u>7,766.02</u>	<u>2,884.31</u>
Net Ordinary Income	1,049.89	-1,884.31	2,934.20	-55.72%	-2,026.67	-2,884.31
Other Income/Expense						
Other Expense						
80000 · Ask My Accountant	0.00				0.00	

Main Street Gardnerville

Profit & Loss Budget vs. Actual

June through September 2017

	Jun 17	Budget	\$ Over Budget	% of Budget	Jul 17	Budget
Total Other Expense	0.00				0.00	
Net Other Income	0.00	0.00	0.00	0.0%	0.00	0.00
Net Income	<u>1,049.89</u>	<u>-1,884.31</u>	<u>2,934.20</u>	<u>-55.72%</u>	<u>-2,026.67</u>	<u>-2,884.31</u>

Main Street Gardnerville Profit & Loss Budget vs. Actual June through September 2017

	\$ Over Budget	% of Budget	Aug 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense						
Income						
40000 - Business Income						
40010 - Design Committee			1,995.00			
40040 - Promotion Committee			5,607.87			
Total 40000 - Business Income			7,602.87			
44000 - Interest Bank Account			5.91			
42000 - Donations			0.00			
46400 - Other Types of Income						
46430 - Membership-Internal			1,032.35			
46440 - Miscellaneous Income			461.08			
Total 46400 - Other Types of Income			1,493.43			
Total Income			9,102.21			
Expense						
60900 - Business Expenses						
60910 - Design Committee	807.13	249.01%	1,749.48	541.67	1,207.81	322.98%
60920 - District Vitality Committee	0.00	0.0%	0.00	900.00	-900.00	0.0%
60930 - Organization Committee	-81.81	0.0%	36.92	81.81	-44.89	45.13%
60940 - Promotion Committee	-798.33	33.38%	0.00	1,198.33	-1,198.33	0.0%
60900 - Business Expenses - Other			364.96			
Total 60900 - Business Expenses	6.99	100.38%	2,151.36	2,721.81	-570.45	79.04%
62100 - Contract Services						
62150 - Outside Contract Services			8,832.00			
62100 - Contract Services - Other			982.00			
Total 62100 - Contract Services			9,814.00			
62800 - Facilities and Equipment						
62840 - Equip Rental and Maintenance			0.00			
62880 - Rent, Parking, Utilities			0.00			
62890 - Water and Irrigation at HPG	1,207.10	2,031.36%	0.00	62.50	-62.50	0.0%
Total 62800 - Facilities and Equipment	1,207.10	2,031.36%	0.00	62.50	-62.50	0.0%
65000 - Operations						
65005 - Bank Service Charge			9.05			

Main Street Gardnerville Profit & Loss Budget vs. Actual June through September 2017

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Aug 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
65010 · Copies & Printing			0.00			
65020 · Office Supplies			-238.20			
65030 · Postage			0.00			
65040 · Reimbursement			0.00			
65060 · Software			42.97			
65070 · Subscriptions			-50.00			
65080 · Supplies (General)			27.74			
65090 · Telephone			51.50			
65000 · Operations - Other			<u>40.73</u>			
Total 65000 · Operations			-116.21			
65100 · Other Types of Expenses						
64110 · Advertising			199.50			
65120 · Credit card			0.00			
65130 · Grants Expense			0.00			
65140 · Insurance			0.00			
65150 · Memberships-External			150.00			
65160 · Mileage			32.84			
65170 · Miscellaneous Expenses			<u>-1,589.87</u>			
Total 65100 · Other Types of Expenses			-1,207.53			
66000 · Professional Services						
66020 · Salaries & Wages			-4,832.00			
66000 · Professional Services - Other			<u>0.00</u>			
Total 66000 · Professional Services			-4,832.00			
68300 · Travel and Meetings						
68310 · Conference, Convention, Meeting			0.00			
68330 · Travel	-791.24	20.88%	0.00	0.00	0.00	0.0%
Total 68300 · Travel and Meetings	<u>-791.24</u>	<u>20.88%</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Total Expense	<u>4,881.71</u>	<u>269.25%</u>	<u>5,809.62</u>	<u>2,784.31</u>	<u>3,025.31</u>	<u>208.66%</u>
Net Ordinary Income	857.64	70.27%	3,292.59	-2,784.31	6,076.90	-118.26%
Other Income/Expense						
Other Expense						
80000 · Ask My Accountant			42.00			

Main Street Gardnerville
Profit & Loss Budget vs. Actual
 June through September 2017

	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Aug 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total Other Expense			42.00			
Net Other Income	0.00	0.0%	-42.00	0.00	-42.00	100.0%
Net Income	<u>857.64</u>	<u>70.27%</u>	<u>3,250.59</u>	<u>-2,784.31</u>	<u>6,034.90</u>	<u>-116.75%</u>

Main Street Gardnerville Profit & Loss Budget vs. Actual June through September 2017

TC

	<u>Sep 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jun - Sep 17</u>	<u>Budget</u>
Ordinary Income/Expense						
Income						
40000 - Business Income						
40010 - Design Committee	170.00				5,436.49	
40040 - Promotion Committee	0.00				17,977.21	
Total 40000 - Business Income	170.00				23,413.70	
44000 - Interest Bank Account	0.00				14.17	
42000 - Donations	0.00				100.00	
46400 - Other Types of Income						
46430 - Membership-Internal	50.00				2,584.26	
46440 - Miscellaneous Income	0.00				520.05	
Total 46400 - Other Types of Income	50.00				3,104.31	
Total Income	220.00				26,632.18	
Expense						
60900 - Business Expenses						
60910 - Design Committee	0.00	541.67	-541.67	0.0%	3,327.32	2,166.68
60920 - District Vitality Committee	600.00	300.00	300.00	200.0%	600.00	1,200.00
60930 - Organization Committee	0.00	2,500.00	-2,500.00	0.0%	36.92	2,745.43
60940 - Promotion Committee	0.00	1,198.33	-1,198.33	0.0%	1,518.14	4,793.32
60900 - Business Expenses - Other	0.00				694.96	
Total 60900 - Business Expenses	600.00	4,540.00	-3,940.00	13.22%	6,177.34	10,905.43
62100 - Contract Services						
62150 - Outside Contract Services	0.00				13,664.00	
62100 - Contract Services - Other	0.00				982.00	
Total 62100 - Contract Services	0.00				14,646.00	
62800 - Facilities and Equipment						
62840 - Equip Rental and Maintenance	0.00				302.50	
62880 - Rent, Parking, Utilities	0.00				102.94	
62890 - Water and Irrigation at HPG	0.00	62.50	-62.50	0.0%	1,269.60	250.00
Total 62800 - Facilities and Equipment	0.00	62.50	-62.50	0.0%	1,675.04	250.00
65000 - Operations						
65005 - Bank Service Charge	0.00				9.05	

Main Street Gardnerville Profit & Loss Budget vs. Actual June through September 2017

TC

	Sep 17	Budget	\$ Over Budget	% of Budget	Jun - Sep 17	Budget
65010 · Copies & Printing	0.00				336.26	
65020 · Office Supplies	0.00				-39.16	
65030 · Postage	0.00				67.84	
65040 · Reimbursement	0.00				48.22	
65060 · Software	0.00				42.97	
65070 · Subscriptions	0.00				50.00	
65080 · Supplies (General)	0.00				1,197.58	
65090 · Telephone	51.50				103.00	
65000 · Operations - Other	0.00				40.73	
Total 65000 · Operations	51.50				1,856.49	
65100 · Other Types of Expenses						
64110 · Advertising	446.99				854.99	
65120 · Credit card	0.00				80.00	
65130 · Grants Expense	0.00				224.23	
65140 · Insurance	0.00				1,164.00	
65150 · Memberships-External	0.00				150.00	
65160 · Mileage	0.00				250.40	
65170 · Miscellaneous Expenses	0.00				-2,910.39	
Total 65100 · Other Types of Expenses	446.99				-186.77	
66000 · Professional Services						
66020 · Salaries & Wages	0.00				0.00	
66000 · Professional Services - Other	0.00				0.00	
Total 66000 · Professional Services	0.00				0.00	
68300 · Travel and Meetings						
68310 · Conference, Convention, Meeting	0.00				20.00	
68330 · Travel	0.00	0.00	0.00	0.0%	1,006.76	1,000.00
Total 68300 · Travel and Meetings	0.00	0.00	0.00	0.0%	1,026.76	1,000.00
Total Expense	1,098.49	4,602.50	-3,504.01	23.87%	25,194.86	12,155.43
Net Ordinary Income	-878.49	-4,602.50	3,724.01	19.09%	1,437.32	-12,155.43
Other Income/Expense						
Other Expense						
80000 · Ask My Accountant	0.00				42.00	

Main Street Gardnerville
Profit & Loss Budget vs. Actual
 June through September 2017

	<u>Sep 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	TC	
					<u>Jun - Sep 17</u>	<u>Budget</u>
Total Other Expense	0.00				42.00	
Net Other Income	0.00	0.00	0.00	0.0%	-42.00	0.00
Net Income	<u>-878.49</u>	<u>-4,602.50</u>	<u>3,724.01</u>	<u>19.09%</u>	<u>1,395.32</u>	<u>-12,155.43</u>

Main Street Gardnerville Profit & Loss Budget vs. Actual

June through September 2017

ITAL

	\$ Over Budget	% of Budget
Ordinary Income/Expense		
Income		
40000 - Business Income		
40010 - Design Committee		
40040 - Promotion Committee		
Total 40000 - Business Income		
44000 - Interest Bank Account		
42000 - Donations		
46400 - Other Types of Income		
46430 - Membership-Internal		
46440 - Miscellaneous Income		
Total 46400 - Other Types of Income		
Total Income		
Expense		
60900 - Business Expenses		
60910 - Design Committee	1,160.64	153.57%
60920 - District Vitality Committee	-600.00	50.0%
60930 - Organization Committee	-2,708.51	1.35%
60940 - Promotion Committee	-3,275.18	31.67%
60900 - Business Expenses - Other		
Total 60900 - Business Expenses	-4,728.09	56.65%
62100 - Contract Services		
62150 - Outside Contract Services		
62100 - Contract Services - Other		
Total 62100 - Contract Services		
62800 - Facilities and Equipment		
62840 - Equip Rental and Maintenance		
62880 - Rent, Parking, Utilities		
62890 - Water and Irrigation at HPG	1,019.60	507.84%
Total 62800 - Facilities and Equipment	1,425.04	670.02%
65000 - Operations		
65005 - Bank Service Charge		

Main Street Gardnerville Profit & Loss Budget vs. Actual

June through September 2017

ITAL

	\$ Over Budget	% of Budget
65010 · Copies & Printing		
65020 · Office Supplies		
65030 · Postage		
65040 · Reimbursement		
65060 · Software		
65070 · Subscriptions		
65080 · Supplies (General)		
65090 · Telephone		
65000 · Operations - Other		
Total 65000 · Operations		
65100 · Other Types of Expenses		
64110 · Advertising		
65120 · Credit card		
65130 · Grants Expense		
65140 · Insurance		
65150 · Memberships-External		
65160 · Mileage		
65170 · Miscellaneous Expenses		
Total 65100 · Other Types of Expenses		
66000 · Professional Services		
66020 · Salaries & Wages		
66000 · Professional Services - Other		
Total 66000 · Professional Services		
68300 · Travel and Meetings		
68310 · Conference, Convention, Meeting		
68330 · Travel	6.76	100.68%
Total 68300 · Travel and Meetings	26.76	102.68%
Total Expense	13,039.43	207.27%
Net Ordinary Income	13,592.75	-11.83%
Other Income/Expense		
Other Expense		
80000 · Ask My Accountant		

Main Street Gardnerville Profit & Loss Budget vs. Actual

June through September 2017

ITAL

	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total Other Expense		
Net Other Income	-42.00	100.0%
Net Income	<u>13,550.75</u>	<u>-11.48%</u>

Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Discussion to accept and sign an agreement between Douglas County and the Town of Gardnerville for \$539,350 in a grant from the Nevada Community Development Block Grant Programs for redevelopment of the former Eagle Gas Station site, authorizing the town manager to sign the associated documents; with public comment prior to board action.
2. **Recommended Motion:** Authorize the town manager to sign the contract with Douglas County accepting the grant in the amount of \$539,350 from Douglas County for the Nevada Community Development Block Grant Program.

Funds Available: Yes N/A (requires staff time)

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** October 3, 2017 **Time Requested:** 15 minutes

6. **Agenda:** Consent Administrative

Background Information: The town board directed town staff to apply for the CDBG funding from the state through the county. We prepared a 2016 second round application where we did not gain support of the BOCC, and then we refiled the application for the funding process for the 2017 funds and was successful in the grant committee to fund the full amount requested for the project. The project consists of a storm drainage basin (currently under design and review by RO Anderson for a model of the needed improvements to ensure the state highway can remain open during a modeled 100 year event) and do the needed and proposed building improvements to make it a functional building that can be used by the town, Main Street and the general public for any number of events, provide a one-stop information center and restroom facility for the public.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

- Approved Approved with Modifications
 Denied Continued

**COMMUNITY DEVELOPMENT BLOCK GRANT TOWN AGREEMENT
BETWEEN**

DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, Nevada 89423
(775) 782-9821

AND

THE TOWN OF GARDNERVILLE,
an unincorporated Town organized under the provisions of NRS 269.500-.652
1407 Highway 395 N
Gardnerville, Nevada 89410
(775) 782-7135

This Agreement is made and entered into this 21 day of September, 2017, by and between **DOUGLAS COUNTY**, a political subdivision of the State of Nevada, (herein called the "County") and **THE TOWN OF GARDNERVILLE**, organized under the provisions of NRS 269.500-.652, (herein called "Town"), for the **Eagle Gas Station and Storm Water Basins Project** (herein called the "Project").

WHEREAS, THE County, as a pass through entity, has applied for and received an award for this Project under the Small Cities Community Development Block Grant (CDBG) Program from the Department of Housing and Urban Development on behalf of the Town;

WHEREAS, the Catalog of Federal Domestic Assistance Number is 14.228;

WHEREAS, the Small Cities CDBG Program is administered by the State of Nevada and the contract number for the Project is 17/PF/08;

WHEREAS, the County has signed the Nevada Governor's Office of Economic Development Grant Agreement (herein "Grant Agreement") in order to receive funds on behalf of Town for the Project;

WHEREAS, the County, as a pass through entity, wishes to provide the funds awarded for the Project to the Town to accomplish the objectives of the Project and ensure Town as the final recipient of the funds agrees to the conditions of the Grant Agreement;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. SCOPE OF SERVICE

A. County's Responsibilities

The County, as the Grantee under the Grant Agreement including all exhibits, attached and hereby incorporated as Exhibit A, is responsible for overseeing the administration of the Project, and assisting

the Town to ensure CDBG funds are used in accordance with all program requirements contained in the Grant Agreement. The County will provide such assistance and guidance to the Town as may be required to accomplish the objectives and conditions set forth in this Agreement.

The County is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Comply with the financial assurances and program assurances contained in the Grant Agreement, as stated in the CDBG Notice of Grant Award;
- Provide a timely review of all draft documents, including noticing requirements, submitted by the Town;
- Finalize and submit CDBG Draw Requests and CDBG Quarterly Reports to the State of Nevada; and
- Reimburse Town for Project expenditures consistent with the approved Project budget.

B. Town's Responsibilities

The Town will serve as the Project Manager, ensuring the proper administration of the Project, and ensuring CDBG funds are used in accordance with all program requirements contained within the Grant Agreement. The Town will periodically meet with the County to review the status of these tasks. The Town will obtain approval from the County and the State of Nevada for any proposed change to the project budget or the project elements.

Principal Tasks

- Administer the Project in accordance with all CDBG program requirements and the Grant Agreement, attached as Exhibit A, ensuring the following elements are managed to the standards set by the program;
 - Bid Process and Contracts
 - Environmental Review
 - Financial Management
 - Labor Standards
 - Project Control and Monitoring;
- Prepare all draft public notices required for the Project and publish all required public notices following approval by the County;
- Submit Draft CDBG Quarterly Reports and CDBG Draw Requests to the County; and
- Submit Project Invoices to the County for reimbursement.

2. TIME OF PERFORMANCE

The Agreement shall become effective upon approval by the Community Development Director and will be in effect for the time period during which the Town expends CDBG funds to complete the Project, including a period of five years after the final audit of the County's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the County will request a longer period of record retention.

3. BUDGET

The County will pass through to the Town no more than **\$539,350.00** in CDBG funds for eligible incurred costs and expenses for the Project according to the following budget:

<u>Project Budget Element</u>	<u>Budgeted Amount</u>
Site work ADA parking & ramps	\$ 19,473
Concrete work	\$ 8,445
Metal work	\$ 14,250
Moisture/thermal protection	\$ 20,743
Openings	\$ 46,915
Finishes	\$ 21,349
Specialties	\$ 6,000
Equipment	\$ 4,000
Furnishings	\$ 3,800
Plumbing	\$ 29,775
HVAC	\$ 30,118
Electrical	\$ 46,969
Bonds, Gen. Conditions, Contractor's Fee	\$ 87,513
Two Jensen Stormwater Basins	\$ 200,000
Total costs	\$ 539,350

The County may require a detailed budget breakdown, and the Town will provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to this Project Budget must be approved in writing by the County and is contingent on approval from the State of Nevada CDBG Program.

4. PAYMENT

The County will reimburse the Town in accordance with the payment procedures outlined in the Grant Agreement and CDBG Management Handbook, Financial Management Section, for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on paid claims, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

5. PERFORMANCE MONITORING

The County will oversee the performance of the Town by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, and overseeing compliance with CDBG requirements and the Grant Agreement. Substandard performance as determined by the County will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Town within a reasonable period of time, but not to exceed 30 days, after being notified by the County, contract suspension or termination procedures will be initiated.

6. GENERAL CONDITIONS

A. General Compliance

The Town agrees to comply with:

- The requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG); and
- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.
- All terms and conditions of the Grant Agreement, attached and incorporated as Exhibit A, as applicable to the Grantee, including but not limited to, responsibility for the full payment of all costs, damages and expenses for any and all remedies sought by the State or Federal Government from the County arising from or due to the noncompliance, termination or default of the Grant Agreement.

B. CDBG National Objective

The Town certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

C. Extent of Relationship

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 remain 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.

D. Indemnification

To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

E. Workers' Compensation

The Town will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

F. Funding Source Recognition

The Town will ensure recognition of the roles of the State of Nevada and the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the TOWN will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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 each Parties respective counsel.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the County may suspend or terminate this Agreement if the Town materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Town to fulfill in a timely and proper manner its obligations under this Agreement;
3. Improper use of funds provided under this Agreement; or
4. Submission by the Town to the County of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the County or the Town, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Town agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilized adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Town will administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for educational Institutions," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Town certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Town will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights component of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Town for a period of five years after final audit of the County's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the County will request a longer period of record retention.

3. Audits and Inspections

All Town records with respect to any matters covered by this Agreement will be made available to the County, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Town within 30 days after receipt by the Town. Failure of the Town to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Town hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Town audits and OMB Circular A-133.

C. Reporting

1. Program Income

The Town will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Town will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Town, at such times and in such forms as the County may require, will furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Town will transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Town's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between the State of Nevada and the County is closed. If the Town fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Town will pay the County an amount equal to the current fair market value of the improvements less any portion of the value attributable to expenditures of non-CDBG funds for improvements to the property after the CDBG program's approval. Such payment will constitute program income to the County. The Town may retain real property improved under this Agreement after the expiration of the 10-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Town for activities under this Agreement will be (a) transferred to the County for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the County.

8. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will, on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended:

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. Seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended:

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990:

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provision of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and the State of Nevada issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Town will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Town will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Town will not subcontract with any subcontractor where is has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability
Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
2. Conflict of Interest
No member of the County's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or caring out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Town will take appropriate steps to assure compliance.

The Town agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Town covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Town further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Town agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

10. PERFORMANCE WAIVER

The County's failure to act with respect to a breach by the Town does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the TOWN for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the County and the TOWN with respect to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the date and year written below.

DOUGLAS COUNTY

By: William B. Peryel

Title: BoCC Chairman

Date: 9/21/17

TOWN OF GARDNERVILLE

By: _____

Title: _____

Date: _____

EXHIBIT A
GRANT AGREEMENT

Douglas County Board of County Commissioners

AGENDA ACTION SHEET

Title: For possible action. Discussion to accept \$732,289 in grants from the Nevada Community Development Block Grant Program to assist the Town of Gardnerville with the redevelopment of the former Eagle Gas Station site and the upgrade of the Douglas County North Valley Wastewater Treatment Plant. (Lucille Rao).

Recommended Motion: Accept \$732,289 in grants from the Nevada Community Development Block Grant Program to assist the Town of Gardnerville with the redevelopment of the former Eagle Gas Station site and the upgrade of the Douglas County North Valley Wastewater Treatment Plant.

Financial Impact: \$732,289 in grants funds. No matching funds are required from Douglas County.

Prepared by: Douglas Ritchie, Chief Deputy District Attorney

Meeting Date: September 21, 2017 **Time Required:** Five Minutes

Agenda: Consent

Background Information: Each year the Nevada Governor’s Office of Economic Development solicits applications for available Community Development Block Grant funding (“CDBG Grant”). For the 2017-18 grant cycle, Douglas County was awarded \$732,289 in CDBG Grants to assist the Town of Gardnerville with the redevelopment of the former Eagle Gas Station site and the upgrade of the Douglas County North Valley Wastewater Treatment Plant Upgrade. Details regarding the two grants are attached for review.

Agenda Item # C

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

808 West Nye Lane, Carson City, NV 89703
 775.687.9900 • www.diversifynevada.com

July 21, 2017

Commissioner Berry Penzel
 Chairman, Douglas Co. Board of Commissioners
 P.O. Box 218
 Minden, NV 89406

Re: Community Development Block Grant Awards, 17/PF/08 & 17/PF/09

Dear Chairman Penzel:

We are pleased to award a \$732,289 grant from the Nevada Community Development Block Grant (CDBG) Program to Douglas to assist with the:

- \$539,350 Eagle Gas Station Redevelopment
- \$192,939 North Valley Wastewater Treatment Plant Upgrade.

Enclosed please find: (1) the Grant Award agreements and (2) a sample Certification Letter. Please sign the original Grant Award agreements and one Certification Letter. The letter must be printed on Douglas County stationery. Submit the originals to the CDBG office and retain copies for your grant file.

Please ensure that your grant administrator is familiar with the contents of the grant agreement. This document provides important, but frequently overlooked, requirements of the grant.

The environmental review (ER) requirements need to be met for these 2017-2018 projects. All prescribed ER documentation is due September 30, 2017 and must be approved by CDBG staff prior to issuance of the Notices to Proceed and implementation of the projects.

Further, please note the following grant conditions:

- 1) Grant funds cannot be spent or otherwise obligated by the grantee until the CDBG Program Administrator issues a Notice to Proceed.
- 2) Any expenses incurred prior to the issuance of the Notice to Proceed may be ineligible for payment from grant funds, unless approved in advance by the CDBG Program Administrator.
- 3) The first draw down of funds must be made within nine months from the date of the grant award (March 31st). Spending grant monies expeditiously is important to CDBG and HUD. Early start-up and timely completion of the project are important and relevant to future grant allocations. As a rule, the funds are only available within the specified grant

Brian Sandoval, Governor
 Steve Hill, Executive Director

Empowering Success

Chairman Berry Penzel

Page 2

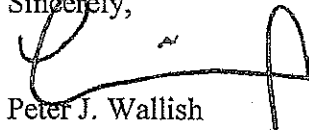
July 21, 2017

period unless an extension is requested and received. Approval of an extension depends on the nature of the project delays.

- 4) Please ensure the requirements for Non-Discrimination/Equal Opportunity are met.
- 5) The Minority Business Enterprise Report, the Grantee's Notification of Contracts and Subcontracts Awarded, the Project Benefits Report, Final Financial documents, and Job Creation information are critical components of HUD's reporting requirements and necessary for grant closure. Please ensure that these forms are completed, where appropriate, and submitted to CDBG within 30 days of the completion of the project.

We look forward to working closely with you towards the successful and timely completion of your projects. The Rural Community & Economic Development staff members are available for assistance should any problems arise. Feel free to contact them at (775) 687-9900.

Sincerely,



Peter J. Wallish

Director

GOED: Rural Community & Economic Development

Cc: Lucille Rao, Grant Administrator, Douglas County
Bonnie Long, Director of Administration, GOED Business Office

Encl: Grant Agreement
Sample Certification Letter

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

GRANT AGREEMENT

Nevada Governor's Office of Economic Development (GOED)
Rural Community and Economic Development Division
808 West Nye Lane, Carson City, Nevada 89703

1. **PARTIES:** This agreement is between the Nevada Governor's Office of Economic Development
Community Development Block Grant Program (CDBG): CFDA# 14.228

CDBG Grant #: 17/PF/08 **Eligible Activity:** 105(a)(2) **National Objective:** LMI- Area Benefit
(Program)

Referred to as STATE, and the following GRANTEE:

Douglas County

Name

1594 Esmeralda Ave

Address

Minden

City

NV

State

89423

Zip Code

886000031

UGLG EIN Number

3QNK6

CCR (CAGE) Number

1395 US-395 N

Project Address

Gardnerville

City

NV

State

89410

Zip Code

Lucille Rao, Assistant Planner

Contact Person (Name, Title)

775-782-6218

Phone #

775-782-6297

FAX #

lrao@douglasnv.us

Contact Person's Email

2. GENERAL PURPOSE OF AGREEMENT:

The purpose of the project is to complete the exterior and interior of the building renovation so that the building can be used as an information center and public meeting room. The funds will also be used to install two underground storm water detention basins.

3. AGREEMENT PERIOD: Commencing on July 1, 2017 and terminating on 12/31/2018.

4. AGREEMENT COSTS: GRANTEE will be paid a maximum of \$539,350 pursuant to the budget attached hereto as Attachment E.

Funds by Year:

Year:	2017	\$ 539,350
Year:	Choose an item.	\$ Click here to enter text.
Year:	Choose an item.	\$ Click here to enter text.

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

5. ATTACHMENTS:

- ATTACHMENT A – GENERAL PROVISIONS
- ATTACHMENT B – PROGRAM TERMS AND CONDITIONS
- ATTACHMENT C – SCOPE OF WORK
- ATTACHMENT D – IMPLEMENTATION SCHEDULE
- ATTACHMENT E – BUDGET
- ATTACHMENT F – FEDERAL ASSURANCES/CERTIFICATIONS

EXECUTION

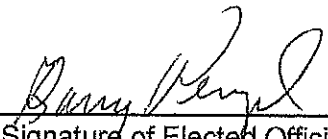
IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:

1. This award is subject to the availability of appropriate funds.
2. Recipient of these funds agrees to the conditions of this Grant Agreement, including all Attachments which are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties sign and cause this Grant Agreement to be effective as of the date indicated below.

GRANTEE

APPROVED: Douglas County

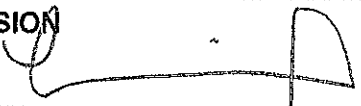
By: 
 Signature of Elected Official

Barry Penzel
 Printed Name

County Chair
 Title

STATE

APPROVED: GOED, RURAL COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION

By: 
 Peter J. Wallish, Director

Rural Community & Economic Development
 NV Governor's Office of Economic Development
 808 W. Nye Lane, Carson City, NV 89703
 pwallish@diversifynevada.com
 (775) 687-9911

Execution Date: 7/1/2017

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

ATTACHMENT A - GENERAL PROVISIONS

- 1. **AUTHORITY:** Provisions of this Agreement are pursuant to the authority set forth in the Nevada Revised Statutes chapters 231 and 332, and related statutes which permit the STATE to contract with service providers for certain specified services.
- 2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this agreement shall be governed by the laws of the State of Nevada. The parties shall submit to the jurisdiction of the courts of the State of Nevada for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Carson City, in the First Judicial District Court.
- 3. **LAWS AND REGULATIONS:** The GRANTEE and any and all supplies, services, equipment, and construction proposed and furnished under this Agreement will comply fully with all applicable Federal and State laws and regulations.
- 4. **PROJECT DESIGN AND COMPLETION:** The GRANTEE will use the grant under this Agreement for the project as detailed in the Grant Application, including any written modifications resulting from the review of the Application by the STATE. The GRANTEE shall complete the project described in Attachment D - Scope of Work within the contract period shown on page 1 of this Agreement.
- 5. **RECORDS ADMINISTRATION:** The GRANTEE shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the GRANTEE pursuant to this Agreement. These records shall be retained by the GRANTEE for five years after the project has been monitored and closed. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. **CONFLICT OF INTEREST:** GRANTEE represents that none of its officers or employees are officers or employees of the State of Nevada, unless disclosure has been made and approval received, in writing, from the STATE.

GRANTEE confirms that no officer, employee or agent of the GRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award. GRANTEE'S officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

No portion of the grant funds under this Agreement will be used for any partisan political activity, to further the election or defeat of any candidate for public office, or influence the approval or defeat of any ballot issue.

- 7. **INDEPENDENT CONTRACTOR:** The GRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the GRANTEE by the STATE. The GRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the STATE for services under this Agreement. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the GRANTEE.
- 8. **INDEMNITY CLAUSE:** The GRANTEE agrees to indemnify, save harmless, and release the STATE of Nevada, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the GRANTEE'S officers, agents, volunteers, or employees, but not for claims arising from the STATE'S sole negligence.
- 9. **EQUAL OPPORTUNITY CLAUSE:** The GRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
- 10. **SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
- 11. **DEBARMENT:** The GRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the GRANTEE cannot certify this statement, attach a written explanation for review by the STATE. The GRANTEE must notify the State Director of Rural Community and Economic Development within 30 days if debarred by any governmental entity during the Agreement period.
- 12. **TERMINATION:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

- 13. **NONAPPROPRIATION OF FUNDS:** The GRANTEE acknowledges that the STATE cannot contract for the payment of CDBG funds not provided by the federal government. If funding to the STATE is not provided as initially expected, the STATE may terminate this Agreement or proportionately reduce the services and the amount due from the STATE upon 30 days written notice. In the case that funds are not available or are reduced, the STATE will not be liable for any future commitments, penalties, or liquidated damages.
- 14. **WARRANTY:** The GRANTEE warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the STATE determines does not conform with the warranty, the STATE may arrange to have the services redone as needed, either by the GRANTEE or by a third party at the STATE'S option, at the GRANTEE'S expense.
- 15. **PAYMENT:** The GRANTEE must begin to draw funds within nine (9) months of the start of this Agreement. Extensions beyond the 9 month deadline will be made at the discretion of the STATE staff. The proportion of CDBG funds paid and applied to a specific activity will not exceed the proportion specified in the final budget as outlined in the approved Grant Application or Application modifications. The approved Application budget or modified budget is binding upon the GRANTEE. Should a budget revision be required after signing this Agreement, the request for revision must be submitted to the appropriate STATE staff for review and approval. Payments to the GRANTEE will normally be made within 30 days following the date completed Draw Requests and supporting documents are delivered to the STATE.
- 16. **PATENTS, COPYRIGHTS, ETC:** The GRANTEE will release, indemnify and hold the STATE, its officers, agents and employees harmless from liability of any kind or nature, including the GRANTEE'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Agreement.
- 17. **ASSIGNMENT/SUBCONTRACT:** The GRANTEE will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the STATE.
- 18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Attachment D - Scope of Work must be de-obligated and returned to the STATE.
- 19. **INELIGIBLE EXPENSES:** GRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the STATE by the GRANTEE. The GRANTEE further agrees that the STATE shall have the right to withhold any or all subsequent payments under this Agreement to the GRANTEE until the recoupment of overpayments is made.
- 20. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the STATE, GRANTEE agrees that this Agreement and related documents will be public documents, and may be available for distribution. GRANTEE gives the STATE express permission to make copies of the Agreement and related documents.
- 21. **PROCUREMENT STANDARDS AND ETHICS:** The GRANTEE will adopt procurement standards and code of conduct in keeping with the State of Nevada and Federal procurement standards and rules.
- 22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare GRANTEE in default of the Agreement: (1) Nonperformance of contractual requirements; or, (2) A material breach of any term or condition of this Agreement. The STATE will issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages. If the default remains, after GRANTEE has been provided the opportunity to cure, the STATE may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Agreement and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Agreement; (4) Suspend GRANTEE from applying for and receiving future grants.
- 23. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
- 24. **CONFLICT OF TERMS:** All Terms and Conditions that apply must be in writing and attached to the Agreement. No other Terms and Conditions will apply to this Agreement. In the event of any conflict in the Agreement Terms and Conditions, the order of precedence shall be: (1) Attachment A: General Provisions; (2) Agreement Signature Page(s); (3) Attachment B: Program Terms and Conditions; (4) Attachment E: Federal Assurances/Certifications.
- 25. **ENTIRE AGREEMENT:** This Agreement, including Attachments A through E, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 26. **AMENDMENT:** This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the GRANTEE, not specifically authorized by this Agreement will be allowed by the STATE. *Automatic renewals will not apply to this Agreement.*
- 27. **ACCOUNTING REPORTS:** The governing board of the GRANTEE is responsible to ensure that GRANTEE complies with all accounting reporting requirements in Federal Law and the Nevada Revised Statutes.

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

28. **PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSIONS:** The assistance provided under this Agreement will not be used for payment of any bonus or commission for the purpose of obtaining STATE approval of the Grant Application for such assistance, or STATE approval of applications for additional assistance. However, reasonable fees for consultant, managerial, or other services are eligible as project costs.

ATTACHMENT B - PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The STATE will monitor GRANTEE'S performance in providing services and facilities in accordance with the purposes of this Agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this Agreement and the degree to which GRANTEE meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time, and as outlined in the CDBG Grant Administration Manual and other program training materials.
2. **CRITERIA DOCUMENTATION:** During the term of this Agreement, the GRANTEE agrees to supply any information to the STATE which the STATE may require. Specifically, the GRANTEE agrees to collect and analyze data pertaining to the manner in which work performed under this Agreement has (or will have) met one or more of the following criteria/HUD National Objectives:
 - benefit low and moderate income families;
 - aid in the prevention or elimination of slums or blight; and/or
 - meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and where other financial resources are not available to meet such needs.

Failure by the GRANTEE to fulfill at least one of the HUD National Objectives may result in grant funds being returned to the STATE.

3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The GRANTEE, prior to the commencement of expenditures authorized by this Agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been committed to the GRANTEE for the purpose of performing services and/or constructing facilities as described herein. The GRANTEE further agrees that all of the work described in Attachments C and D will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following state and federal requirements apply to the financial management function for local CDBG programs: 24 CFR Part 85 – Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB – Uniform Guidance, 2 CFR 200, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other agreements. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. However, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Governor's Office of Economic Development, or other State of Nevada agency. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Governor's Office of Economic Development no later than nine (9) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The GRANTEE agrees to perform those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, GRANTEE further agrees to submit quarterly performance reports to the STATE, and other reports as specified by the STATE in formats designed by the STATE with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES, GENERATION AND DISPOSITION OF PROGRAM INCOME:** GRANTEE will not impose any fees for services rendered in connection with this Agreement.

Program income generally means gross income received by the GRANTEE, or a sub-grantee of the GRANTEE, that is directly generated from the use of CDBG funds. Disposition of real or nonexpendable personal property acquired with CDBG funds must be handled in accordance with OMB Uniform Guidance. Notwithstanding any other provision of law, GRANTEE may at the STATE'S option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by GRANTEE, and (2) GRANTEE can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived, and (3) STATE gives explicit permission to retain such and authorizes it's distinct usage.

Real property purchased with CDBG funds will be used to meet one of the HUD National Objectives for a minimum of five (5) years after grant close out. If the property is disposed of in less than 5 years, the STATE will be reimbursed in the amount of the current market value less any value of the property attributable to non-CDBG funds. If a change in use occurs within 5 years of close out, the STATE will need to review the change in use and determine appropriate measures to be taken.

8. **PAYMENT WITHHOLDING:** The GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the STATE, GRANTEE'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold

part or all of the payments under this Agreement until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the GRANTEE in writing immediately upon denial of payment of the reasons for the denial and of the actions that the GRANTEE will need to take to bring about the release of withheld payments.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the GRANTEE are noted, the STATE reserves the right to refuse the GRANTEE'S request for final fund draw-down until satisfactory evidence of compliance has been submitted.

9. **PROJECT DURATION:** GRANTEES should take note of the opening page of this Agreement which stipulates the duration of the Agreement. GRANTEES should make every effort possible to complete the project within the allotted time. If funds remain unspent at the end of the project period, but are needed to complete the project, GRANTEES should request an extension of the Agreement termination date in order to allow adequate time for completion of the project and submission of the final Draw Request and supporting information.

The STATE will closely monitor each GRANTEE'S progress according to programmatic and jointly-established deadlines and expectations. If a GRANTEE fails to meet these deadlines and/or expectations, the STATE may declare the GRANTEE in default of this Agreement in accordance with the provisions of paragraph 22 of Attachment A.

10. **RENEWAL:** GRANTEE agrees that the STATE shall unilaterally have the right to determine the basis upon which this Agreement may be renewed, and shall have the right to not renew this Agreement with or without cause.
11. **CHANGES IN PROJECT BUDGET AND DESIGN:** The GRANTEE agrees to notify the STATE and receive STATE'S written approval, as an Amendment to this Agreement, prior to implementing any change in program budget and design (as specified in Attachments C and D). Approval for such changes may be made directly by the STATE or involve action by the CDBG Advisory Committee.

GRANTEE agrees to return (de-obligate) any funds that are unused by the project per Attachment D at the time of project completion.

12. **MULTI-YEAR FUNDING:** GRANTEE understands and agrees that the STATE will not be held liable for funding successive phases of a particular project, and understands and agrees that CDBG funds are always given for one phase only at any given time.
13. **RELATED PARTIES:** The GRANTEE shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for Agreement expenses without the prior written consent of STATE. Disbursements by the GRANTEE to related parties made without such prior approval may be disallowed and may result in an overpayment assessment.
14. **LABOR STANDARDS COMPLIANCE:** The GRANTEE agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by the GRANTEE'S contractors on construction work assisted under this Agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor; (2) the Copeland "Anti-Kickback" Act requiring weekly payment of employees and weekly submission of payroll records by the GRANTEE'S contractors to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers receive "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week, or overtime after more than 8 hours per day if mandated by the laws of the State of Nevada, and other Federal and State statutory provisions as enacted and codified, for the purpose of complying with labor standards compliance.
15. **SECTION 3 COMPLIANCE:** The GRANTEE agrees to abide by the provisions of Section 3 of the Housing and Urban Development Act of 1968, if the minimum threshold is met, to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons (24 CFR Part 135).
16. **ENVIRONMENTAL REVIEW COMPLIANCE:** The GRANTEE agrees to abide by provisions of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.
17. **LEAD BASED PAINT:** The GRANTEE agrees to abide by provisions of 24 CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures, and the Residential Lead-Based Paint Hazard Reduction Act of 1992 as amended through 2005. GRANTEE also agrees to abide by the provisions of 40 CFR Part 745.65 – Lead-based Paint Hazards and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.

18. **PAYMENTS UNDER THIS AGREEMENT** are conditioned upon the GRANTEE'S:

- a) Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG

- Administration Manual);
- b) Submission of acceptable documentation confirming procurement and labor compliance procedures have been followed;
 - c) Submission of Draw Requests that are complete and supported by appropriate invoices, payment information, etc.; and
 - d) Submission of all the necessary and prescribed project closing information.
19. **CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to GRANTEE or any sub-contracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The STATE may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
20. **SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The provisions of this Agreement will be made binding on a sub-grantee or contractor of the GRANTEE. The GRANTEE is responsible for managing the operations of any subcontracted activities. The GRANTEE must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this Agreement, as well as with applicable Federal and State requirements and performance objectives.

ATTACHMENT C – SCOPE OF WORK

Final Scope of Work/Project Description as agreed by the CDBG Advisory Committee. The Scope of Work should describe in quantifiable terms the proposed project, including established deadlines and expectations which will be used for the Environmental Review and for monitoring project progress.

The purpose of this project is to implement environmental remediation, redevelop the "S Curve" are of U.S. 395 to improve safety, convert an abandoned gas station into a public facility, and improve storm water management, which will facilitate new development along the "S Curve".

CDBG funding would be used for:

- the cost of materials and labor for the renovation of the Eagle Gas Station Building;
- purchase of two Jensen Pre-Cast storm water detention basins to be installed on-site under the proposed parking lot between Highway 395 and the existing building.

The Town of Gardnerville will purchase a third detention basin with its own funding.

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

ATTACHMENT D – IMPLEMENTATION SCHEDULE

TASK	Est. Timeline July 1, 2017
PROJECT START UP:	
Sign CDBG Agreement	July 2017
Notice to Proceed	July 2017
Submit for building permit	July 2017
Building permit ready for issuance	August 2017
Onsite Basins permit & design	August 2017
Site Improvement Permit Submittal & Issuance	September 2017
PROCUREMENT OF PROFESSIONAL ASSISTANCE (including professional engineers, architects, community development consultants, etc.)	
Advertise Bid	September 2017
Award Bid for Renovations	October 2017
PROJECT IMPLEMENTATION	
Building Renovation Starts	October 2017
Install Storm Water Basins	November 2017
Building Renovation Finished	April 2018
PROJECT CLOSEOUT:	
Submit Final Financial Report	April 2018

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

ATTACHMENT E – BUDGET

Final budget as agreed by the CDBG Advisory Committee in the format used in the CDBG Application Form.

Eagle Gas Redevelopment							14/PF/08
Cost Category	CDBG	Local		State	Other Federal	Other	Totals
		Cash	In-Kind				
Site work ADA parking & ramps	\$ 19,473.00						\$ 19,473.00
Concrete work	\$ 8,445.00						\$ 8,445.00
Metal Work	\$ 14,250.00						\$ 14,250.00
Moisture/Thermal Protection	\$ 20,743.00						\$ 20,743.00
Openings	\$ 46,915.00						\$ 46,915.00
Finishes	\$ 21,349.00						\$ 21,349.00
Specialities	\$ 6,000.00						\$ 6,000.00
Equipment	\$ 4,000.00	\$ 25,497.00					\$ 29,497.00
Furnishings	\$ 3,800.00	\$ 10,864.00					\$ 14,664.00
Plumping	\$ 29,775.00						\$ 29,775.00
HVAC	\$ 30,118.00						\$ 30,118.00
Electircal	\$ 46,969.00						\$ 46,969.00
Bonds, Gen. Conditions, Contractor's fee	\$ 87,513.00						\$ 87,513.00
Three Jensen Stormwater Basins	\$ 200,000.00	\$ 150,000.00					\$ 350,000.00
Construction Documents		\$ 42,975.00					
Total Costs	\$ 539,350.00	\$ 229,336.00	\$ -	\$ -	\$ -	\$ -	\$ 768,686.00

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

ATTACHMENT F -- FEDERAL ASSURANCES/CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations and that the GRANTEE will affirmatively further fair housing choice.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that I will comply with the STATE Citizen Participation Plan as adopted by GOED: Rural Community and Development/CDBG Division. I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a) (2). Specific information regarding the CDBG GRANTEE requirement (publications, notices) can be found in the GRANTEE'S application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG GRANTEE I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG GRANTEE I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with the Armstrong/Walker "Excessive Force" Amendment Section 519 of the Department of Veteran Affairs Public Law 101-144 and Housing & Urban Development & Independent Agencies Appropriations Act of 1990. I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

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

(2) If any funds other than Federally appropriated funds are 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) I certify that I 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 failure.

8. SECTION 3

I certify that the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

9. STATEMENT OF ASSURANCES

I certify that, in addition to laws, regulations, and Executive Orders noted in this document, the jurisdiction will comply with the following Federal and State regulations:

Federal:

1. Title I of the Housing & Community Development Act of 1974 as amended
2. Federal Fair Labor Standards Act
3. Title VI of the Civil Rights Act of 1964 - Nondiscrimination
4. Title VIII of the Civil Rights Act of 1968 - Nondiscrimination in Housing
5. Age Discrimination Act of 1975
6. Executive Order 12259 - Leadership & Coordination of Fair Housing
7. Section 109, Housing & Community Development Act of 1974 - Nondiscrimination
8. Section 504 of Rehabilitation Act of 1973, as amended
9. Executive Order 11063 - Equal Opportunity in Housing
10. Executive Order 11246 - Nondiscrimination
11. Hatch Act
12. Treasury Circular 1075 regarding drawdown of CDBG funds
13. Single Audit Act of 1984, which has legal precedence over the Uniform Guidance.
14. Section 109 of Public Law 100-202, which restricts awarding contracts for work on public buildings or public works to contractors or subcontractors from foreign countries that deny fair trade practices.

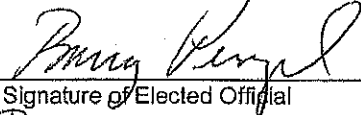
State:

1. NRS 338.010 - 338.130 - Public Works Projects.
2. NRS 613.330 - Equal Employment Opportunity.
3. NRS 118.100 - Equal Housing Opportunity.
4. NRS 332.005 - 332.225 - Local Government Purchasing Act.

10. CHANGE OF USE

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract by the STATE.

I certify that I have read, am aware of and will comply with all of the forgoing Certification requirements.

By: 
 Signature of Elected Official

Barry Penzel
 Printed Name of Elected Official

County Chair
 Title

8/21/17
 Date

Attachment: State Agreement for TOG (2631 : 2017-18 CDZBG Grant Acceptance)

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

808 West Nye Lane, Carson City, NV 89703
 775.687.9900 • www.diversifynevada.com

July 21, 2017

Commissioner Berry Penzel
 Chairman, Douglas Co. Board of Commissioners
 P.O. Box 218
 Minden, NV 89406

DOUGLAS
 COUNTY

Re: Community Development Block Grant Awards, 17/PF/08 & 17/PF/09

Dear Chairman Penzel:

We are pleased to award a \$732,289 grant from the Nevada Community Development Block Grant (CDBG) Program to Douglas to assist with the:

- \$539,350 Eagle Gas Station Redevelopment
- \$192,939 North Valley Wastewater Treatment Plant Upgrade.

Enclosed please find: (1) the Grant Award agreements and (2) a sample Certification Letter. Please sign the original Grant Award agreements and one Certification Letter. The letter must be printed on Douglas County stationery. Submit the originals to the CDBG office and retain copies for your grant file.

Please ensure that your grant administrator is familiar with the contents of the grant agreement. This document provides important, but frequently overlooked, requirements of the grant.

The environmental review (ER) requirements need to be met for these 2017-2018 projects. All prescribed ER documentation is due September 30, 2017 and must be approved by CDBG staff prior to issuance of the Notices to Proceed and implementation of the projects.

Further, please note the following grant conditions:

- 1) Grant funds cannot be spent or otherwise obligated by the grantee until the CDBG Program Administrator issues a Notice to Proceed.
- 2) Any expenses incurred prior to the issuance of the Notice to Proceed may be ineligible for payment from grant funds, unless approved in advance by the CDBG Program Administrator.
- 3) The first draw down of funds must be made within nine months from the date of the grant award (March 31st). Spending grant monies expeditiously is important to CDBG and HUD. Early start-up and timely completion of the project are important and relevant to future grant allocations. As a rule, the funds are only available within the specified grant

Attachment: State Agreement for NVWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

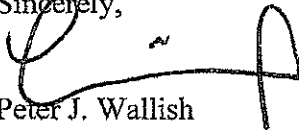
Chairman Berry Penzel
Page 2
July 21, 2017

period unless an extension is requested and received. Approval of an extension depends on the nature of the project delays.

- 4) Please ensure the requirements for Non-Discrimination/Equal Opportunity are met.
- 5) The Minority Business Enterprise Report, the Grantee's Notification of Contracts and Subcontracts Awarded, the Project Benefits Report, Final Financial documents, and Job Creation information are critical components of HUD's reporting requirements and necessary for grant closure. Please ensure that these forms are completed, where appropriate, and submitted to CDBG within 30 days of the completion of the project.

We look forward to working closely with you towards the successful and timely completion of your projects. The Rural Community & Economic Development staff members are available for assistance should any problems arise. Feel free to contact them at (775) 687-9900.

Sincerely,



Peter J. Wallish
Director
GOED: Rural Community & Economic Development

Cc: Lucille Rao, Grant Administrator, Douglas County
Bonnie Long, Director of Administration, GOED Business Office

Encl: Grant Agreement
Sample Certification Letter

Attachment: State Agreement for NVWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

Nevada Governor's Office of
ECONOMIC DEVELOPMENT

GRANT AGREEMENT

**Nevada Governor's Office of Economic Development (GOED)
Rural Community and Economic Development Division
808 West Nye Lane, Carson City, Nevada 89703**

1. PARTIES: This agreement is between the Nevada Governor's Office of Economic Development
Community Development Block Grant Program (CDBG): CFDA# 14.228

CDBG Grant #: 17/PF/09 Eligible Activity: 105(a)(2) National Objective: LMI- Area Benefit
(Program)

Referred to as STATE, and the following GRANTEE:

Douglas County

Name

1594 Esmeralda Ave
Address

Minden
City

NV
State

89423
Zip Code

886000031
UGLG EIN Number

3QNK6
CCR (CAGE) Number

1120 Airport Rd
Project Address

Minden
City

NV
State

89410
Zip Code

Lucille Rao, Assistant Planner
Contact Person (Name, Title)

775-782-6218
Phone #

775-782-6297
FAX #

lr Rao@douglasnv.us
Contact Person's Email

2. GENERAL PURPOSE OF AGREEMENT:

The purpose of the project includes headworks upgrades and construction of sequencing batch reactors (SBR), aerobic sludge digester, and geotextile sludge dewatering facilities.

3. AGREEMENT PERIOD: Commencing on July 1, 2017 and terminating on 12/31/2018.

4. AGREEMENT COSTS: GRANTEE will be paid a maximum of \$192,939 pursuant to the budget attached hereto as Attachment E.

Funds by Year:

Year:	2017	\$ 192,939
Year:	Choose an item.	\$ Click here to enter text.
Year:	Choose an item.	\$ Click here to enter text.

Attachment: State Agreement for NVWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

5. ATTACHMENTS:

- ATTACHMENT A – GENERAL PROVISIONS
- ATTACHMENT B – PROGRAM TERMS AND CONDITIONS
- ATTACHMENT C – SCOPE OF WORK
- ATTACHMENT D – IMPLEMENTATION SCHEDULE
- ATTACHMENT E – BUDGET
- ATTACHMENT F – FEDERAL ASSURANCES/CERTIFICATIONS

EXECUTION

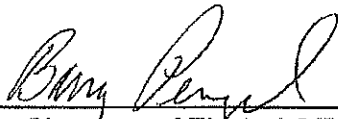
IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:

1. This award is subject to the availability of appropriate funds.
2. Recipient of these funds agrees to the conditions of this Grant Agreement, including all Attachments which are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties sign and cause this Grant Agreement to be effective as of the date indicated below.

GRANTEE

APPROVED: Douglas County

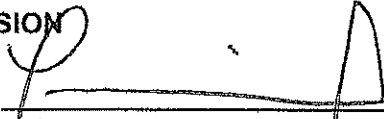
By: 
 Signature of Elected Official

Barry Penzel
 Printed Name

County Chair
 Title

STATE

APPROVED: GOED, RURAL COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION

By: 
 Peter J. Wallish, Director
 Rural Community & Economic Development
 NV Governor's Office of Economic Development
 808 W. Nye Lane, Carson City, NV 89703
 pwallish@diversifynevada.com
 (775) 687-9911

Execution Date: 7/1/2017

Attachment: State Agreement for NWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

ATTACHMENT A - GENERAL PROVISIONS

1. **AUTHORITY:** Provisions of this Agreement are pursuant to the authority set forth in the Nevada Revised Statutes chapters 231 and 332, and related statutes which permit the STATE to contract with service providers for certain specified services.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this agreement shall be governed by the laws of the State of Nevada. The parties shall submit to the jurisdiction of the courts of the State of Nevada for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Carson City, in the First Judicial District Court.
3. **LAWS AND REGULATIONS:** The GRANTEE and any and all supplies, services, equipment, and construction proposed and furnished under this Agreement will comply fully with all applicable Federal and State laws and regulations.
4. **PROJECT DESIGN AND COMPLETION:** The GRANTEE will use the grant under this Agreement for the project as detailed in the Grant Application, including any written modifications resulting from the review of the Application by the STATE. The GRANTEE shall complete the project described in Attachment D - Scope of Work within the contract period shown on page 1 of this Agreement.
5. **RECORDS ADMINISTRATION:** The GRANTEE shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the GRANTEE pursuant to this Agreement. These records shall be retained by the GRANTEE for five years after the project has been monitored and closed. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** GRANTEE represents that none of its officers or employees are officers or employees of the State of Nevada, unless disclosure has been made and approval received, in writing, from the STATE.

GRANTEE confirms that no officer, employee or agent of the GRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award. GRANTEE'S officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

No portion of the grant funds under this Agreement will be used for any partisan political activity, to further the election or defeat of any candidate for public office, or influence the approval or defeat of any ballot issue.

7. **INDEPENDENT CONTRACTOR:** The GRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the GRANTEE by the STATE. The GRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the STATE for services under this Agreement. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the GRANTEE.
8. **INDEMNITY CLAUSE:** The GRANTEE agrees to indemnify, save harmless, and release the STATE of Nevada, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the GRANTEE'S officers, agents, volunteers, or employees, but not for claims arising from the STATE'S sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The GRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
10. **SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
11. **DEBARMENT:** The GRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the GRANTEE cannot certify this statement, attach a written explanation for review by the STATE. The GRANTEE must notify the State Director of Rural Community and Economic Development within 30 days if debarred by any governmental entity during the Agreement period.
12. **TERMINATION:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The GRANTEE acknowledges that the STATE cannot contract for the payment of CDBG funds not provided by the federal government. If funding to the STATE is not provided as initially expected, the STATE may terminate this Agreement or proportionately reduce the services and the amount due from the STATE upon 30 days written notice. In the case that funds are not available or are reduced, the STATE will not be liable for any future commitments, penalties, or liquidated damages.
14. **WARRANTY:** The GRANTEE warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the STATE determines does not conform with the warranty, the STATE may arrange to have the services redone as needed, either by the GRANTEE or by a third party at the STATE'S option, at the GRANTEE'S expense.
15. **PAYMENT:** The GRANTEE must begin to draw funds within nine (9) months of the start of this Agreement. Extensions beyond the 9 month deadline will be made at the discretion of the STATE staff. The proportion of CDBG funds paid and applied to a specific activity will not exceed the proportion specified in the final budget as outlined in the approved Grant Application or Application modifications. The approved Application budget or modified budget is binding upon the GRANTEE. Should a budget revision be required after signing this Agreement, the request for revision must be submitted to the appropriate STATE staff for review and approval. Payments to the GRANTEE will normally be made within 30 days following the date completed Draw Requests and supporting documents are delivered to the STATE.
16. **PATENTS, COPYRIGHTS, ETC:** The GRANTEE will release, indemnify and hold the STATE, its officers, agents and employees harmless from liability of any kind or nature, including the GRANTEE'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Agreement.
17. **ASSIGNMENT/SUBCONTRACT:** The GRANTEE will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the STATE.
18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Attachment D - Scope of Work must be de-obligated and returned to the STATE.
19. **INELIGIBLE EXPENSES:** GRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the STATE by the GRANTEE. The GRANTEE further agrees that the STATE shall have the right to withhold any or all subsequent payments under this Agreement to the GRANTEE until the recoupment of overpayments is made.
20. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the STATE, GRANTEE agrees that this Agreement and related documents will be public documents, and may be available for distribution. GRANTEE gives the STATE express permission to make copies of the Agreement and related documents.
21. **PROCUREMENT STANDARDS AND ETHICS:** The GRANTEE will adopt procurement standards and code of conduct in keeping with the State of Nevada and Federal procurement standards and rules.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare GRANTEE in default of the Agreement: (1) Nonperformance of contractual requirements; or, (2) A material breach of any term or condition of this Agreement. The STATE will issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages. If the default remains, after GRANTEE has been provided the opportunity to cure, the STATE may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Agreement and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Agreement; (4) Suspend GRANTEE from applying for and receiving future grants.
23. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
24. **CONFLICT OF TERMS:** All Terms and Conditions that apply must be in writing and attached to the Agreement. No other Terms and Conditions will apply to this Agreement. In the event of any conflict in the Agreement Terms and Conditions, the order of precedence shall be: (1) Attachment A: General Provisions; (2) Agreement Signature Page(s); (3) Attachment B: Program Terms and Conditions; (4) Attachment E: Federal Assurances/Certifications.
25. **ENTIRE AGREEMENT:** This Agreement, including Attachments A through E, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
26. **AMENDMENT:** This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the GRANTEE, not specifically authorized by this Agreement will be allowed by the STATE. ***Automatic renewals will not apply to this Agreement.***
27. **ACCOUNTING REPORTS:** The governing board of the GRANTEE is responsible to ensure that GRANTEE complies with all accounting reporting requirements in Federal Law and the Nevada Revised Statutes.

28. **PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSIONS:** The assistance provided under this Agreement will not be used for payment of any bonus or commission for the purpose of obtaining STATE approval of the Grant Application for such assistance, or STATE approval of applications for additional assistance. However, reasonable fees for consultant, managerial, or other services are eligible as project costs.

ATTACHMENT B - PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The STATE will monitor GRANTEE'S performance in providing services and facilities in accordance with the purposes of this Agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this Agreement and the degree to which GRANTEE meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time, and as outlined in the CDBG Grant Administration Manual and other program training materials.
2. **CRITERIA DOCUMENTATION:** During the term of this Agreement, the GRANTEE agrees to supply any information to the STATE which the STATE may require. Specifically, the GRANTEE agrees to collect and analyze data pertaining to the manner in which work performed under this Agreement has (or will have) met one or more of the following criteria/HUD National Objectives:
 - benefit low and moderate income families;
 - aid in the prevention or elimination of slums or blight; and/or
 - meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and where other financial resources are not available to meet such needs.

Failure by the GRANTEE to fulfill at least one of the HUD National Objectives may result in grant funds being returned to the STATE.

3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The GRANTEE, prior to the commencement of expenditures authorized by this Agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been committed to the GRANTEE for the purpose of performing services and/or constructing facilities as described herein. The GRANTEE further agrees that all of the work described in Attachments C and D will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following state and federal requirements apply to the financial management function for local CDBG programs: 24 CFR Part 85 – Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB – Uniform Guidance, 2 CFR 200, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other agreements. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. However, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Governor's Office of Economic Development, or other State of Nevada agency. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Governor's Office of Economic Development no later than nine (9) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The GRANTEE agrees to perform those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, GRANTEE further agrees to submit quarterly performance reports to the STATE, and other reports as specified by the STATE in formats designed by the STATE with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES, GENERATION AND DISPOSITION OF PROGRAM INCOME:** GRANTEE will not impose any fees for services rendered in connection with this Agreement.

Program income generally means gross income received by the GRANTEE, or a sub-grantee of the GRANTEE, that is directly generated from the use of CDBG funds. Disposition of real or nonexpendable personal property acquired with CDBG funds must be handled in accordance with OMB Uniform Guidance. Notwithstanding any other provision of law, GRANTEE may at the STATE'S option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by GRANTEE, and (2) GRANTEE can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived, and (3) STATE gives explicit permission to retain such and authorizes it's distinct usage.

Real property purchased with CDBG funds will be used to meet one of the HUD National Objectives for a minimum of five (5) years after grant close out. If the property is disposed of in less than 5 years, the STATE will be reimbursed in the amount of the current market value less any value of the property attributable to non-CDBG funds. If a change in use occurs within 5 years of close out, the STATE will need to review the change in use and determine appropriate measures to be taken.

8. **PAYMENT WITHHOLDING:** The GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the STATE, GRANTEE'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold

part or all of the payments under this Agreement until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the GRANTEE in writing immediately upon denial of payment of the reasons for the denial and of the actions that the GRANTEE will need to take to bring about the release of withheld payments.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the GRANTEE are noted, the STATE reserves the right to refuse the GRANTEE'S request for final fund draw-down until satisfactory evidence of compliance has been submitted.

9. **PROJECT DURATION:** GRANTEES should take note of the opening page of this Agreement which stipulates the duration of the Agreement. GRANTEES should make every effort possible to complete the project within the allotted time. If funds remain unspent at the end of the project period, but are needed to complete the project, GRANTEES should request an extension of the Agreement termination date in order to allow adequate time for completion of the project and submission of the final Draw Request and supporting information.

The STATE will closely monitor each GRANTEE'S progress according to programmatic and jointly-established deadlines and expectations. If a GRANTEE fails to meet these deadlines and/or expectations, the STATE may declare the GRANTEE in default of this Agreement in accordance with the provisions of paragraph 22 of Attachment A.

10. **RENEWAL:** GRANTEE agrees that the STATE shall unilaterally have the right to determine the basis upon which this Agreement may be renewed, and shall have the right to not renew this Agreement with or without cause.

11. **CHANGES IN PROJECT BUDGET AND DESIGN:** The GRANTEE agrees to notify the STATE and receive STATE'S written approval, as an Amendment to this Agreement, prior to implementing any change in program budget and design (as specified in Attachments C and D). Approval for such changes may be made directly by the STATE or involve action by the CDBG Advisory Committee.

GRANTEE agrees to return (de-obligate) any funds that are unused by the project per Attachment D at the time of project completion.

12. **MULTI-YEAR FUNDING:** GRANTEE understands and agrees that the STATE will not be held liable for funding successive phases of a particular project, and understands and agrees that CDBG funds are always given for one phase only at any given time.

13. **RELATED PARTIES:** The GRANTEE shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for Agreement expenses without the prior written consent of STATE. Disbursements by the GRANTEE to related parties made without such prior approval may be disallowed and may result in an overpayment assessment.

14. **LABOR STANDARDS COMPLIANCE:** The GRANTEE agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by the GRANTEE'S contractors on construction work assisted under this Agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor; (2) the Copeland "Anti-Kickback" Act requiring weekly payment of employees and weekly submission of payroll records by the GRANTEE'S contractors to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers receive "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week, or overtime after more than 8 hours per day if mandated by the laws of the State of Nevada, and other Federal and State statutory provisions as enacted and codified, for the purpose of complying with labor standards compliance.

15. **SECTION 3 COMPLIANCE:** The GRANTEE agrees to abide by the provisions of Section 3 of the Housing and Urban Development Act of 1968, if the minimum threshold is met, to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons (24 CFR Part 135).

16. **ENVIRONMENTAL REVIEW COMPLIANCE:** The GRANTEE agrees to abide by provisions of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.

17. **LEAD BASED PAINT:** The GRANTEE agrees to abide by provisions of 24 CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures, and the Residential Lead-Based Paint Hazard Reduction Act of 1992 as amended through 2005. GRANTEE also agrees to abide by the provisions of 40 CFR Part 745.65 – Lead-based Paint Hazards and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.

18. **PAYMENTS UNDER THIS AGREEMENT** are conditioned upon the GRANTEE'S:

- a) Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG

- Administration Manual);
 - b) Submission of acceptable documentation confirming procurement and labor compliance procedures have been followed;
 - c) Submission of Draw Requests that are complete and supported by appropriate invoices, payment information, etc.; and
 - d) Submission of all the necessary and prescribed project closing information.
19. **CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to GRANTEE or any sub-contracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The STATE may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
20. **SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The provisions of this Agreement will be made binding on a sub-grantee or contractor of the GRANTEE. The GRANTEE is responsible for managing the operations of any subcontracted activities. The GRANTEE must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this Agreement, as well as with applicable Federal and State requirements and performance objectives.

ATTACHMENT C – SCOPE OF WORK

Final Scope of Work/Project Description as agreed by the CDBG Advisory Committee. The Scope of Work should describe in quantifiable terms the proposed project, including established deadlines and expectations which will be used for the Environmental Review and for monitoring project progress.

The purpose of this project is to complete three tasks: (1) engineering design services, (2) construction, and (2) construction management. CDBG monies will be used to pay for construction of the project. Below is a more detailed discussion on each of these tasks.

Construction - This task will include construction of the proposed improvements based on the design completed in the Engineering Design Services task. Construction will include construction of headworks (screening and grit removal), a two-basin sequencing batch reactor (including pre- and post- equalization), a new operations building, remodel of wastewater operations office space, and necessary system appurtenances. Milestones, reports, and deliverables include project bidding (anticipated in Spring 2017), beginning of construction (anticipated in Fall 2017), substantial completion (anticipated Fall 2018), and completion (anticipated Winter 2018). CDBG funding will be used for the construction task.

Construction Management - This task will be completed in conjunction with the construction task. Construction management includes submittal/shop drawing review, responding to request for information (RFIs), change order negotiations, inspection, scheduling, etc. There are numerous ongoing reports and deliverables associated with this task, including progress reports; payment applications; submittal/shop drawing reviews; daily, weekly, and monthly progress reports; etc. Milestones are the same as the milestones discussed in the construction task. CDBG funding will not be used for this task.

Attachment: State Agreement for NWWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

ATTACHMENT D – IMPLEMENTATION SCHEDULE

TASK	Est. Timeline July 1, 2017
PROJECT START UP:	
Grant Agreement returned to CDBG	July 2017
PROCUREMENT OF PROFESSIONAL ASSISTANCE (including professional engineers, architects, community development consultants, etc.)	
PROJECT IMPLEMENTATION	
Bidding	July 2017
Construction Contract Award	August 2017
Begin Construction	September 2017
Substantial Completion of New Facilities	October 2018
Substantial Completion of Rehabilitated Facilities	March 2019
PROJECT CLOSEOUT:	
Final Completion	Spring 2019
As-built, Operations & Maintenance Manual	Summer 2019
Final Payment	Summer 2019

Attachment: State Agreement for NWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

ATTACHMENT F – FEDERAL ASSURANCES/CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619), and implementing regulations and that the GRANTEE will affirmatively further fair housing choice.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that I will comply with the STATE Citizen Participation Plan as adopted by GOED: Rural Community and Development/CDBG Division. I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a) (2). Specific information regarding the CDBG GRANTEE requirement (publications, notices) can be found in the GRANTEE'S application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG GRANTEE I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG GRANTEE I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with the Armstrong/Walker "Excessive Force" Amendment Section 519 of the Department of Veteran Affairs Public Law 101-144 and Housing & Urban Development & independent Agencies Appropriations Act of 1990. I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

- (1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds are 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) I certify that I 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

Attachment: State Agreement for NWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

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 failure.

8. SECTION 3

I certify that the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

9. STATEMENT OF ASSURANCES

I certify that, in addition to laws, regulations, and Executive Orders noted in this document, the jurisdiction will comply with the following Federal and State regulations:

Federal:

1. Title I of the Housing & Community Development Act of 1974 as amended
2. Federal Fair Labor Standards Act
3. Title VI of the Civil Rights Act of 1964 - Nondiscrimination
4. Title VIII of the Civil Rights Act of 1968 - Nondiscrimination in Housing
5. Age Discrimination Act of 1975
6. Executive Order 12259 - Leadership & Coordination of Fair Housing
7. Section 109, Housing & Community Development Act of 1974 - Nondiscrimination
8. Section 504 of Rehabilitation Act of 1973, as amended
9. Executive Order 11063 - Equal Opportunity in Housing
10. Executive Order 11246 - Nondiscrimination
11. Hatch Act
12. Treasury Circular 1075 regarding drawdown of CDBG funds
13. Single Audit Act of 1984, which has legal precedence over the Uniform Guidance.
14. Section 109 of Public Law 100-202, which restricts awarding contracts for work on public buildings or public works to contractors or subcontractors from foreign countries that deny fair trade practices.

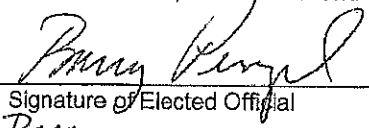
State:

1. NRS 338.010 - 338.130 - Public Works Projects.
2. NRS 613.330 - Equal Employment Opportunity.
3. NRS 118.100 - Equal Housing Opportunity.
4. NRS 332.005 - 332.225 - Local Government Purchasing Act.

10. CHANGE OF USE

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract by the STATE.

I certify that I have read, am aware of and will comply with all of the forgoing Certification requirements.

By: 
 Signature of Elected Official

Barry Penzel
 Printed Name of Elected Official

County Chair
 Title

8/21/17
 Date

Attachment: State Agreement for NVWWTP (2631 : 2017-18 CDZBG Grant Acceptance)

Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Discussion to approve, approve with modifications, or deny the following proposed town policies or revisions to town policies:
 - a. Town Social Media Policy
 - b. Greenwaste Policy 22.12
 - c. Collection Days 21.3
 - d. Solid Waste Collection Routing 21.4
with public comment prior to board action.

2. **Recommended Motion:** Approve the policies (or provide recommended corrections) to the town policies;
 - a. Town Social Media Policy
 - b. Greenwaste Policy 22.12
 - c. Collection Days 21.3
 - d. Solid Waste Collection Routing 21.4

Funds Available: Yes N/A

3. **Department:** Administration

4. **Prepared by:** Carol Louthan/Tom Dallaire

5. **Meeting Date:** October 3, 2017 **Time Requested:** 20 minutes

6. **Agenda:** Consent Administrative

Background Information: The policies were policies staff has reviewed and identified immediate changes or updates to the way we currently do business. The social media policy is reactionary to a newly created county policy where processes needed to be clarified in the way we do communicate online.

The county policy is provided for context and reference.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

- Approved Approved with Modifications
 Denied Continued

SUBJECT: SOCIAL MEDIA USE POLICY

I. PURPOSE:

To provide uniform guidelines by which information regarding Douglas County activities, issues, initiatives, warnings and general information will be disseminated using social media. This includes assessing and managing comments and replies, managing social media as a public record and to provide guidance on the use of linking to Douglas County's public websites. This policy also establishes guidelines for the use of social media for Douglas County employees.

II. GENERAL POLICY:

A. All Douglas County social media sites posted by Department Directors, Elected Officials, or their designees will be subject to approval by the County Manager, Public Information and Community Relations Coordinator and the applicable Elected Official.

- i. The following will remain Douglas County's official social media platforms:
 1. Facebook
 2. Twitter
 3. You Tube
- ii. Douglas County shall use social media sites as a method to disseminate public information and as a promotional tool to increase Douglas County's ability to broadcast its messages to the widest possible audience.
- iii. Content posted to Douglas County's social media will also be available on at least one of Douglas County main websites.
- iv. Wherever possible, content posted to Douglas County's social media should contain links directing users back to one of Douglas County's official websites for in-depth information, forms, documents or online services necessary to conduct business with the Douglas County.
- v. Douglas County supports open dialogue and the exchange of ideas, however Douglas County social media is and will be treated as a nonpublic forum for First Amendment purposes.
- vi. Given the immediate nature of social media, Douglas County will take a controlled, strategic, respectful and thoughtful approach to the use of social media to ensure information is current and appropriate and responses to posts, constituent requests, and questions are accurate and timely.

- B. Department Directors, Elected Officials or their designees, in accordance with this policy, will be responsible for the content and upkeep of any social media their departments create. The Douglas County Manager's Office is responsible for the dissemination of emergency management social media messages and warnings. Content related to crisis or emergency communications must conform to the policies and procedures contained within the relevant emergency operations plans. Public safety messages, warnings and emergency alerts will be published on Douglas County owned and operated pages to ensure content is being recorded.
- C. All Douglas County social media shall comply with all appropriate Douglas County policies and procedures.
- D. Douglas County social media must remain public in nature.
- E. Douglas County employees may have their own personal social networking sites, however these sites must remain personal in nature and be used to share personal opinions or non-work related information. Employees cannot use their county e-mails or passwords in conjunction with a personal social networking site.
- F. Department Directors and Elected Officials shall appoint two employees to act as "Administrators" over their social media created by their departments, in addition to the Public Information Officer. Administrators, whose duties are further described in Section IX, are able to post, publish, and manage public comments, questions and requests. Administrators can also appoint employees to be editors who can monitor posts or edit current posts made by the administrators.
- G. The District Attorney's Office, upon request, is responsible for reviewing the legal terms and conditions required for creating a social media account and for determining what information is confidential, privileged or otherwise exempt from public disclosure.

III. PUBLIC RECORDS/RETENTION:

- A. Douglas County social media sites are subject to State of Nevada public records laws.
 - i. Any content maintained in a social media format that is related to Douglas County business, including a list of subscribers and posted communication, is a public record.
 - ii. The Department's administrators maintaining the site are responsible for responding completely and accurately to any public records request for public records on social media and must direct the public request to the relevant departmental public records officer.
 - iii. Content related to Douglas County business shall be maintained in an accessible format and so that it can be produced in response to a request.

iv. Wherever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

B. State of Nevada records retention schedules apply to social media formats and social media content. Direct messages sent to social media accounts will be treated as general correspondence and kept in accordance with the retention schedules provided by the Nevada State Library and Archives at <http://nsla.nevadaculture.org/>

C. All use of Douglas County social media shall be in compliance with applicable state, federal and local laws.

IV. **SOCIAL MEDIA ON BEHALF OF DOUGLAS COUNTY :**

Selection of Social Media Accounts:

A. The account must be accessible to anyone above the age of 18 and available free of charge to users. No site that limits access to services based on race, ethnicity, religion, sexual orientation, or physical ability shall be used by Douglas County.

B. Accounts set up for the purpose of communicating with the public on behalf of the County must be approved and created by the Douglas County Department Director, Elected Official or Public Information Officer and identified as a department of Douglas County, Nevada and use either the County logo or department branding.

V. **CONTENT/USE BY OTHERS:**

A. Information posted or pages created on behalf of Douglas County must:

- i. Directly pertain to Douglas County, its departments or services;
- ii. Contain public information, which is not considered confidential under County, State or Federal law or policy;
- iii. Not contain any personal information;
- iv. Images or photographs of a public place, person in a public place or public event participants may be published or posted as long as the photograph or image is associated with Douglas County news, public event, service, activity, program, or other affair of legitimate public interest or concern, without the express written permission of the person being photographed. The Administrator must not post or publish the image or photograph on Douglas County social media, if:
 1. the image or photograph would be highly offensive to a reasonable person; or
 2. if the image or photograph would intrude on a reasonable person's expectation of privacy (i.e.: patient room, restroom, locker room)

- or any other place traditionally associated with a legitimate expectation of privacy; or
3. if the photograph or image is published solely for commercial or political purposes; or
 4. if the photograph or image depicts the person in a false light.
- v. Not be commercial or political in nature.
- B. Elected officials, Department Directors or their designees shall not disclose information about confidential or privileged Douglas County business on any Douglas County social media.
- C. Users and visitors to social media sites shall be notified the intended purpose of the site is to serve as a mechanism for communication between Douglas County departments and members of the public. Douglas County social media articles and comments containing any of the following shall not be allowed:
- i. Comments not topically related to the administrator's posting;
 - ii. Comments in support of or opposition to political campaigns or ballot measures;
 - iii. Profane language or obscene content;
 - iv. Comments or information which promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - v. Sexual content or links to sexual content;
 - vi. Conduct or encouragement of activities which are illegal or may appear to be illegal
 - vii. Information that may tend to compromise the safety or security of the public, public facilities, Douglas County systems, or the Douglas County employees;
 - viii. Copyrighted materials, trade secrets, proprietary information, or any other highly sensitive confidential information, or information which violates a legal ownership interest of any other party; or
 - ix. Solicitation of others for commercial ventures, religious, social or political causes; or
 - x. Comments or information which is or could be controlled or prohibited by Douglas County in a non-public forum.
 - xi. Comments or information which would otherwise violate state, federal, local laws or violate Douglas County policies
- D. These guidelines must be displayed to users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available.
- E. Douglas County reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.

- F. Douglas County reserves the right to temporarily or permanently suspend access to social media at any time.

VI. DUTIES OF DESIGNATED ADMINISTRATORS:

- A. Elected officials, Department Directors or their designees shall appoint designated administrators, as set forth in Section IV (F) for their social media.

- B. Designated administrators shall:

- i. Post information on social media sites;
- ii. Oversee and manage social media including authorization and approval of posts;
- iii. Evaluate and accept or deny requests for usage (friends, followers, etc.);
- iv. Authorize editors to use social media and confirm each employees receipt, understanding and duties pursuant to this policy; maintain a list of social media domains, active account logins and passwords;
- v. Change passwords if necessary in order to maintain control; Consult with Public Information Officer and to ensure social media material is archived;
- vi. Login information, including user name and passwords, must be submitted to the Public Information Officer and kept on file;
- vii. Coordinate with the Public Information Officer, as appropriate, regarding questions, posts, responses and removal of information.

- C. Public Information Officer role:

- i. Public Information Officer will maintain a list of social media tools which are approved for use by Douglas County Departments.
- ii. Public Information Officer will maintain a list of all Douglas County social media sites, including login and password information. Departmental personnel will inform the Public Information Officer of any new social media sites or administrative changes to existing sites.
- iii. Public Information Officer will be able to immediately edit or remove content from Douglas County social media.

- D. Designated administrators shall at all times ensure that all statements are official and made on behalf of Douglas County. Discretion should be used before posting or commenting. Once comments are made on some social media, they cannot be deleted.

- E. The designated administrator shall at all times use his or her best judgment in deciding whether or not to respond to a post. The designated administrator shall avoid engaging any person posting in an argumentative or offensive manner.

- F. Posts or comments requiring a response should be answered within 16 work hours (two work days.) Whenever possible, responses should be made on the same day. If additional information is needed for a full response, a full response should occur within five work days.
- G. The designated administrators must, not less than once each work day, check the social media site for new activity or violations of this or any other Douglas County policy or applicable law.
- H. Designated administrators should immediately hide, not delete any comment which violates any local, state, or federal law regarding discrimination, harassment, or violence and reject posts from users that contain content that is obscene, threatening, harassing, maliciously defamatory, copyrighted or commercial.
- I. Third-party advertising should be removed or disabled on official Douglas County social media. If this is not possible, a statement should be added to the effect that the County did not authorize or endorse any advertisement on the site.
- J. Comments shall not be deleted or removed based upon the views expressed. Comments will not be edited.
- K. Hyperlinks may be prohibited in their entirety, or they may be deleted or removed where the linked site includes material which would otherwise violate this policy. Douglas County shall not re-post entries (e.g., "re-tweet") coming from person who have filed as candidates for public office for the duration of their election campaigns. Douglas County shall not re-post entries of those with objectionable profile pictures and others whose activities reflect poorly on the County. The County encourages the reposting of content about County activities, services and programs and content that aligns with the County's mission and goals (e.g., nonprofit entities).

VII. TERMS OF SERVICE:

- A. Designated administrators, Department Director, Elected Officials and their designees must familiarize themselves with the terms of service of each social media platform.
- B. Each social media has its own unique terms of service that regulate how users interact using that particular form of media.

VIII. REQUEST FOR USE SOCIAL MEDIA:

- A. Any requested social media must be approved by the Public Information Officer, County Manager or Elected Official.

- B. Departments wishing to create and manage department specific social media platforms, such as a Facebook or Twitter, should fill out a Social Media Request Form and include log-in documentation so that designated administrators and the Public Information Officer can access, monitor, and edit all Douglas County accounts.
- C. Requests should be accompanied by an explanation of:
 - i. The purpose of the social media site or service;
 - ii. The primary audience served;
 - iii. The reason internal or existing resources will not meet these needs; and
 - iv. A date range for the project (when it will launch, how long will it be in effect).

IX. USE OF SOCIAL MEDIA BY EMPLOYEES :

- A. Use of Social Media in an official capacity as an employee of Douglas County:
 - i. As a representative of Douglas County or one of its departments, each employee engaged in social media should take responsibility for what they write, identify themselves as the author, provide their job title, and exercise good judgment and common sense.
 - ii. When an employee participates in an online social network, blog, group page wiki or any other form of social media as a representative or employee of Douglas County, certain standards of conduct apply:
 - 1. County employees should always show respect. Avoid ethnic slurs, personal insults, obscenity, or any conduct that would not be acceptable in the County's workplace or violate Douglas County policies. Show consideration for others' privacy and for topics that may be considered objectionable, inflammatory, or discriminatory as to a protected class.
 - 2. Employees should avoid engaging in arguments, correct mistakes, and indicate if they have altered previous posts.
 - iii. Strive to provide worthwhile information and perspective.
 - iv. Promote transparency and honesty in communications and therefore employees may not post anonymously or use pseudonyms or misleading screen names when representing the County.
 - v. Subject to applicable law, after-hours online activity that violates either Douglas County policy, codes, or labor agreements may subject an employee to disciplinary action or termination.
 - vi. If employees publish content from their personal accounts after-hours that involves work or subjects associated with the County a disclaimer should be used, such as this: "The postings on this site are my own and may not represent the County's positions, strategies or opinions."

vii. If an employee is sharing emergency information from their personal social media account, the information should be shared directly from Douglas County owned pages with an official Douglas County logo.

X. RESPONSIBILITY FOR REVIEW:

The County Manager shall review this policy as needed or at least once every 5 years.

XI. DEFINITIONS:

A. **Social Media**—Any website or electronic medium that allows for communication, accessible to anyone via the internet. Examples of social media include: Twitter, Facebook, YouTube, Next Door, Flickr, LinkedIn, Wikipedia, Digg, Reddit, Delicious, StumbleUpon, and Snapchat.

B. **Administrator**—An employee who establishes, manages page roles and settings, creates and maintains content, and responds to messages for owned social media page.

C. **Editor**—An employee appointed by the administrator who creates and maintains content, posts and responds to messages.

D. **Post**—An entry in a forum, social media site, or blog by an author.

E. **Blog**— A contraction of the term "weblog," blogs are websites that contain regular entries of commentary, descriptions of events, or other material such as graphics or video.

F. **Wiki**—A collaborative software program or platform that allows web pages to be created and collaboratively edited using a web browser.

G. **User**—A duly registered participant in a social media website.



TOWN OF GARDNERVILLE
TOWN OPERATIONS MANUAL
DIRECTIVES AND PROCEDURES

Number XX.X

SUBJECT: Town Social Media Policy

Issue Date XX/XX/XXXX

Purpose: The purpose of this policy is to regulate all social media account postings administered by the Town of Gardnerville ("Town"). The Gardnerville Town Board ("Board") has determined that observance of these guidelines promotes consistent information sharing while supporting the Town's mission and vision of keeping the community informed.

The following will remain the Town's official social media platforms:

- Facebook
- Twitter
- YouTube

Authorized administrators ("Admins") of the Town's social media accounts shall abide by these guidelines, along with the guidelines listed in the Douglas County Social Media Use Policy, 100.32, when posting:

- Admins reserve the right to accept or reject proposed postings for the Town's social media accounts based on the following criteria:
 - Supports the Town's mission of protecting the community's quality of life
 - Controversial Nature of Material
 - Quality of Item to be posted
 - Timeliness
 - Community Interest in the Event or Program
 - Commercial Nature of the Event
- Postings of events, whether non-profit or for-profit, will only be considered for those events held within the Town's boundaries.
- Postings of events sanctioned by the Town of Minden, Town of Genoa, Douglas County and Carson Valley Chamber of Commerce will be considered, based on the event being located within Douglas County and Carson Valley Specifically. Other events may be shared if the event is determined to be comply with this policy. the criteria listed above. *(If we want to include Minden, Genoa, Chamber, Visitor's Authority and county events, rather than posting on our page we could share their events and maybe the policy could say something about we will "share" those entities' events if they are totally and wholly sponsored by the government entity? - Carol)*
- The Town will post lost, personal items found on Town property.
- Acceptance of information posted does not imply the Town's endorsement of a group, organization, event, or any of the policies or beliefs expressed or held by the person or entity

providing the material to be posted.

- The provider of any material posted on the Town's social media pages is responsible for the material contained therein not infringing upon the property rights of any other person or entity, whether they be intellectual, intangible, tangible, or otherwise, and therefore agrees to indemnify and hold harmless the Town of Gardnerville and the respective officers, members, and agents.

The Town will not post business advertisements or notices for lost pets, stolen articles, but will post for found articles on town property.

Do we need to add anything about video here?

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Comment [LCI]: Paula had put in a little bit above this that we will post lost personal items that are found on town prioperty. Are you including items found other places in town?

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TOWN OF GARDNERVILLE
TOWN OPERATIONS MANUAL
DIRECTIVES AND PROCEDURES

Number 22.12

SUBJECT: COMPOST COLLECTION

Issue Date 10/04/01
~~Updated 5/3/14~~

Directive: The Town recognizes the environmental and economic benefits of diverting compostable materials from landfills. The Town shall encourage, to the extent possible, that the community take advantage of the Town's "Green Waste" program, and shall offer this program at the lowest possible cost to the customer.

Procedure: Pick up 90 gallon greenwaste cans on Tuesdays with the automated trash vehicle for the entire town.

Residential

Residential households are offered ~~up to two~~~~one additional~~ 90-gallon waste totes for the sole purpose of holding lawn trimmings, small branches, leaves and other compostable materials for weekly pick-up. Green Waste pickup is normally every Tuesday; customers should have their containers street side by 5:30 a.m. Green Waste cans are ~~green in color and clearly state "GREENWASTE ONLY" on the top of the lid. clearly identified by the orange reflector on the lid.~~ Plastic bags, household waste, and other foreign debris are not allowed to be placed within the Green Waste container. Containers with such debris shall not be picked up. Customers may also bring their Green Waste to the Town Maintenance Facility on Mondays for disposal. There is currently no charge to customers participating in the program. Greenwaste is discontinued for the winter after Christmas trees are picked up from January through the end of March. If greenwaste pickup is needed during the winter months, the can should be placed curbside along with your trash can on your regular weekly trash pickup day.

Commercial

There is currently no provision for a commercial green waste collection program. Staff shall continually evaluate services provided and recommend to the Gardnerville Town Board options that may arise in the future.

Comment [LC1]: I don't think this was ever taken to the board. I don't see it on the agenda anywhere between April and June of last year.

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TOWN OF GARDNERVILLE
TOWN OPERATIONS MANUAL
DIRECTIVES AND PROCEDURES

Number 21.3

SUBJECT: COLLECTION DAYS AND SET-OUT
TIME

Issue Date 10/4/2001

Directive: All customers of the Town of Gardnerville Health & Sanitation Department shall be notified of the scheduled collection time, frequency and days of service. Customers are to be notified of any routine schedule modifications necessitated by holidays or other events. The Town normally services all customers on all holidays other than Christmas Day.

Procedure:

Commercial

Commercial customers initially set the frequency of waste pick up as deemed necessary and appropriate by contacting the Town offices. There is a mandatory one time a month pickup for health and safety reasons. The Town may increase frequency of pickup in the event that accumulating waste poses a health or safety threat to the community. It is the policy of the Town that waste may not exceed one (1) foot in height above the top of the dumpster to promote health and safety. It is also the responsibility of the customer to keep dumpster enclosure areas clean, in good repair, and to remove snow and ice from the area in accordance with Town ordinances.

Commercial customers shall be notified of service day(s) when initially signing up for trash service. Any changes initiated by the Town to service day(s) shall require a telephone call to that customer indicating change(s). Customers shall be responsible for contacting the Town to initiate ~~customer~~ request for change(s).

Residential

Residential customers are notified of their respective pick-up day when applying for service. A "New Resident Guide" is also sent to each new resident that contains set out times and other important information. ~~The Town generally advocates residential customers place their~~ containers street side no later than 5:30 am the day of pick up with the container ~~wheels against the curb placed for automated pick-up.~~ When customer pick up days must be changed, customers shall be notified by telephone call, flyer, website, and other means as deemed appropriate.

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TOWN OF GARDNERVILLE
TOWN OPERATIONS MANUAL
DIRECTIVES AND PROCEDURES

Number 21.4

SUBJECT: SOLID WASTE COLLECTION ROUTING

Issue Date 10/4/2001

Directive: Collection routes shall be designed providing a balance between community needs and expectations, and workloads for crews and equipment. Routes shall be routinely reviewed and modified as needed to maximize efficiency and effectiveness while servicing all customers' requirements as closely as possible.

Procedure: All commercial and residential routes are normally established and maintained through the use of observation, GPS and operational experience. Routes shall be efficient as possible considering turning movements, traffic conflicts, time that the parking areas accessing the dumpster will be congested, while providing the service for the customer. Routes shall also take into account the following minimum design constraints:

- Traffic patterns, parking requirements, street widths, availability of alleys and driveways.
- Crew size, equipment availability and productivity.
- The crew shall use the same route once it is established in
- Vehicle cargo capacity and turn-around time to landfill or transfer station.
- All trucks are equipped with DVR's to protect the public and drivers.

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Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Discussion to approve, approve with modifications, or deny funding a portion of the NV Energy work, in conjunction with the Douglas County School District's Carson Valley Middle School for the site improvement project providing underground power in the amount of \$12,989.35. The services provide underground power adjacent to High School and Courthouse Streets with a vault and conduit stubs onsite for possible future projects to provide underground power along Courthouse Street; with public comment prior to board action.
2. **Recommended Motion:** Approve paying the bill to Douglas County School District as part of the NV Energy undergrounding of the power for the Carson Valley Middle School site improvement project in the amount of \$12,989.35.

Funds Available: Yes N/A (requires staff time)

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** October 3, 2017 **Time Requested:** 10 minutes

6. **Agenda:** Consent Administrative

Background Information: Town staff tried getting NV Energy and CORE to underground all the power along Courthouse. The plans are prepared, and the town will need to prepare a site plan for the street surface improvements. This needs to be prioritized and funded. The school district agreed with our offer to help them get a needed vault and onsite conduit installed at this stage of construction so a future project will not have to tear up what they installed in order to remove the final pole at the school district site. The staff verbal agreement was that it would be at or below \$15,000. The school district provided a vault, new power line and conduit to the historical society museum building, removed the large double pole structure with power transformers on them, and lowered power down the extension of High School Street. The town is paying for a portion of the additional vault, transformer pad, transformer, conduit and connection needed to the museum building.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

- Approved Approved with Modifications
 Denied Continued

Douglas County
1594 Esmeralda Avenue
Minden, Nevada 89423

Office **775-782-9821**
Fax **775-782-6255**
Website www.douglascountynv.gov

September 25, 2017

Town of Gardnerville
1407 Highway 395
Gardnerville, Nevada 89410

Tom Dallaire
Town Manager

RE: NV Energy Reimbursement

Dear Tom,

When the Carson Valley Middle School project presented an opportunity for the Town to underground overhead lines you expressed your interest on preparing our work to make ready the undergrounding further into Town. You expressed that you would be willing to share cost for that work.

Find attached the documents from CORE Construction for that cost. Once we defined the scope outside our contract with CORE they priced and submitted to the District. That is the cost that the District is requesting 50/50 split for the added work to make ready the future undergrounding of the lines.

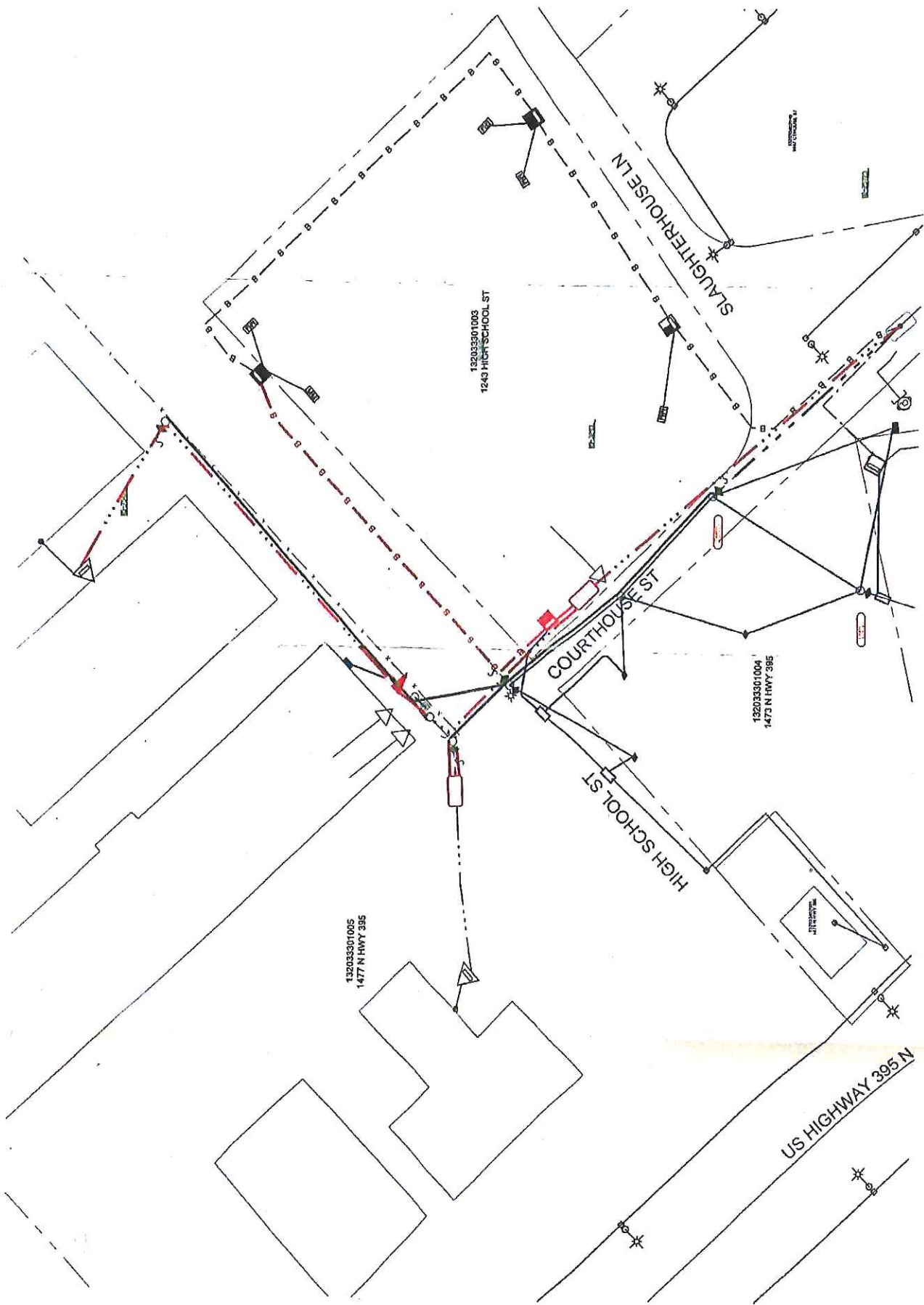
The District has change ordered the amount into our contract with CORE Construction. Please remit your portion of the work to:

Douglas County School District
Attn. Sue Estes
1638 Mono Street
Minden NV 89423

Sincerely,


Scott McCullough
Douglas County
Project Manager

Cc: Teresa White, Superintendent
Sue Estes, Finance Director



10-4



Invoice

CORE Construction Services of Nevada, Inc.
 7150 Cascade Valley Court
 Las Vegas, Nevada, 89128
Relationships Solutions Value.....Since 1937

Date: June 29, 2017

Invoice #: 17-01-002
 Client: Douglas County School Dist
 CO: Scott McCullough

To: Douglas County School District
 CO: Scott McCullough

Project Number: 17-01-002

Item	Description	Contract Value	Percent Complete	Billed This Period
1.00	Work Complete per NV Energy Plan dated 5/12/17	\$24,860.00	100%	\$ 24,860.00
2.00	Split Cost with Town of Gardnerville	\$12,430.00	100%	(\$12,430.00)
Subtotal				\$ 12,430.00
CORE Fee (4.5%)				559.35
Total				12,989.35

Make all checks payable to CORE Construction Services of Nevada, Inc.
 Thank you for your business!

7150 Cascade Valley Court, Las Vegas, Nevada, 89128 Ph: 702.794.0550 Fax: 702.794.0953 robyneousman@coreconstruct.com



SPANISH SPRINGS
CONSTRUCTION, INC.

NV License Number 59511A AB Unlimited

June 1, 2017

CORE Construction
5422 Longley Lane, Suite B
Reno, NV 89511

ATTN: Taylor Laack

RE: Pricing for Carson Valley Middle School Renovation Changes

Dear Taylor,

Please find below pricing for changes at the Carson Valley Middle School in Gardnerville, NV:

I. INCLUSIONS:

- 1) CREDIT FOR WORK DELETED PER ADDENDUM 6 (REV 5)
 - a) See attached breakdown

ITEM 1 SUBTOTAL CREDIT \$ 56,670.48

- 2) ADD FOR NV ENERGY WORK PER NVE PLAN DATED 5/12/17

ITEM 2 SUBTOTAL ADD \$ 24,860.00

- 3) ADD FOR FOOTING EXCAVATION, REPAIR FRENCH DRAIN, AND BACKFILL (BLDG A-100)
 - a) Excavate for footing
 - b) Repair French drain
 - c) Backfill footing
 - d) Repair Concrete

ITEM 3 SUBTOTAL ADD \$ 3,580.00

II. EXCLUSIONS:

- 1) Permits & Fees, Bond, Surveying, engineering, staking & testing
- 2) Traffic Control for other trades (we will have traffic control for our work only)
- 3) Asbestos and all contaminated material removal
- 4) Topsoil & landscaping
- 5) Construction fencing, temporary walks, temp railings, canopies, covered walkways
- 6) Repair of any damaged unmarked utilities
- 7) Dust control and BMP maintenance for times we are not actively working onsite
- 8) All work related to the buildings
- 9) Snow removal and frost protection. Blanketing subgrade of ab grade
- 10) Rock Excavation (if required), Dewatering

Spanish Springs Construction, Inc. Pricing per NV Energy plans dated 5/12/17

Description	Total Add			
	Quantity	Unit	Unit Price	Amount
557 Vault w/lid "A"	1.00	EA	\$ 10,725.00	\$ 10,725.00
3 phase transformer pad w/ 8' ground rod	1.00	EA	\$ 1,125.00	\$ 1,125.00
Joint Trench excavation & backfill	418.00	LF	\$ 18.00	\$ 7,524.00
4" Conduit w/sweeps	558.00	LF	\$ 3.00	\$ 1,674.00
AC and concrete trench repairs (2' wide)	836.00	SF	\$ 4.50	\$ 3,762.00
Future End Marker	1.00	EA	\$ 50.00	\$ 50.00
Total Add				\$ 24,860.00

Gardnerville Town Board

AGENDA ACTION SHEET



1. **For Possible Action:** Discussion and direction to staff on current and future projects such as: Gardnerville station, Street projects, curb and gutter and storm drain improvements along Hwy 395, trail improvements, Hellwinkel barns, etc., to develop priorities and look at funding opportunities; with public comment prior to board action.

2. **Recommended Motion:** provide direction to staff as discussed on the meeting.

Funds Available: Yes N/A

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** October 3, 2017 **Time Requested:** 30 minutes

6. **Agenda:** Consent Administrative

Background Information: Ken Miller wanted to get an update on the projects the town staff is working on. We are behind on the street projects and need time to finish the plans and contracts to get them out to bid.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

Approved Approved with Modifications
 Denied Continued

Gardnerville Town Board

AGENDA ACTION SHEET



1. **Not For Possible Action: Annual training relating to the provisions of NRS 241 (Open Meeting Law) required by NRS 269.579 Presentation by: Jennifer Yturbide, ESQ. Town Counsel.**

2. **Recommended Motion: N/A**

Funds Available: Yes N/A

3. **Department: Administration**

4. **Prepared by: Tom Dallaire**

5. **Meeting Date: October 3, 2017 Time Requested: 45 minutes**

6. **Agenda:** Consent Administrative

Background Information: Presented at meeting.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

Approved Approved with Modifications
 Denied Continued

Gardnerville Town Board

AGENDA ACTION SHEET



1. **Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for September 2017.**
- 2.
3. **Recommended Motion: N/A**
Funds Available: Yes N/A
4. **Department: Administration**
5. **Prepared by: Tom Dallaire**
6. **Meeting Date: October 3, 2017 Time Requested: 5 minutes**
7. **Agenda: Consent Administrative**

Background Information: To be presented at meeting.

8. **Other Agency Review of Action: Douglas County N/A**
9. **Board Action:**
 Approved **Approved with Modifications**
 Denied **Continued**

Gardnerville Town Board

AGENDA ACTION SHEET



1. **Not For Possible Action: Discussion on the Town Manager's Monthly Report of activities for September 2017.**
2. **Recommended Motion: No action required.**
Funds Available: Yes N/A
3. **Department: Administration**
4. **Prepared by: Tom Dallaire**
5. **Meeting Date: October 3, 2017 Time Requested: 5 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
 Denied Continued



Ken Miller , Chairman
Cassandra Jones, Vice Chairwoman
Linda Slater, Board Member
Lloyd Higuera, Board Member
Mary Wenner, Board Member

Town Manager Monthly Report October 2017 Board Meeting

- A. Gardnerville Station (former Eagle Gas):** The agreement between the county and the town is on the agenda for board approval. Mainly a formality as the board direction on this project has been to just get it done and make progress. After this contract is signed and sent to GOED they will issue a Notice to Proceed letter. The update to the Environmental assessment was submitted earlier this week (9-26-17) We should receive the project Notice to Proceed this month and submit our building improvement plans. RO Anderson is finishing up the plans for the site and storm drain system. I have a meeting Monday the 2nd set up and can update the board on that conversation.
- B. 395 Crosswalks:** The NDOT project manager is moving to a different department. – Still waiting on right-of-way.
- C. Kingslane Sidewalk Project:** Lumos finished and resubmitted the plans for NDOTs review. We need to get our contract documents updated and submitted to NDOT. We have started the contract work. I need to get back on this project to get the contract and letters from the utilities out and gather all the submittals to resubmit the final project for approval.
- D. Toiyabe Storm Drain Project & Maintenance yard plans:** - ROA finished the plans. This week the permit is ready to be picked up by a contractor. The recorded easement for the storm drain was a difficult document to track down. Met with the Raley's manager and he is pleased with the proposal. We need to get the contract done for this and out to bid.
- E. Chichester Estates Park Ditch Storm Drain Outlet:** I need to get this out to bid. The irrigation water was turned back on this week. The Eagle Scout wants to install his portion of the work now and get his project finished. We will accommodate that effort.
- F. 395 Sidewalk @ the French:** Wrote NDOT an email complaint on the work. No response yet. I am still waiting for RO Anderson on plans for the project. We will then work with the bars and DA to develop an overall plan to bring back to the board for approval.
- G. Heritage Park Right of Way issues:** Farr West has provided draft plans and docs. There are some concerns about the actual right-of-way for the courthouse, like there is no document they can find stating it's a right-of-way at all. We may need to dedicate the entire portion of the road formally, assuming it is our right-of-way in the first place.
- H. Office Items:**
- 1 Reviewed a plan proposal for the 3 parcels at Frontier Antiques. The new owner wanted to look at storage units here in town for the tenants and public. He was advised by town and county staff that was an inappropriate use on those parcels and in that location.
 - 2 Met with Eric Schmidt and we are getting more service from the County GIS department. They have helped us with the presentation map for the Urban Service Boundary, Main Street zone, provided GIS data for our 311 data and assets.
 - 3 Attended the BOCC meeting, and prepared a presentation I was not able to get through. The BOCC denied the Peri applications. The Godecke and Curtis applications were withdrawn after the denial. We shall see how the planning commission is with the proposal of moving the urban service boundary.
 - 4 Met with the Chamber on the other master plan elements.
 - 5 Sat through the Visitors Authority meeting until I had to be at another meeting.
 - 6 Attended the NNDA Economic Development Conference.
 - 7 Met with Geoff and Joseph Caughey about the landscaping issues and contract.
 - 8 Set up the new table for the manager to use at the board meeting. No more monitor on the table.



Ken Miller , Chairman
Cassandra Jones, Vice Chairwoman
Linda Slater, Board Member
Lloyd Higuera, Board Member
Mary Wenner, Board Member

- 9 Met with Scott about the work and cost of the CVMS project.
- 10 Met with Teri White and Tod Carlini on the urban service boundary. They think we need to look at the type of housing and ensure it is proper housing that the \$15/hr to \$30/hr people can afford in the Carson Valley. We will need to look at this issue if this Urban Service Boundary is relocated.
- 11 Attended the chamber's economic development meeting.
- 12 Met with Karen at Social Services about Meadow Lane onsite and building improvements and the 2018 CDBG application process.
- 13 Reviewed and researched a smoking policy. What is the board's opinion on staff smoking and or chewing while working or limit it to breaks only. Should we develop a policy or just provide guidance and share the expectation. Does the board have any direction they would like to provide?



COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Mimi Moss

COMMUNITY DEVELOPMENT DIRECTOR

775-782-6201

FAX: 775-782-6297

website: www.douglascountynv.gov

Planning Division
Engineering Division
Building Division
Regional Transportation
Code Enforcement

MEMORANDUM

September 25, 2017

TO: Jean L. Barrette, CDBG Program Administrator
Governor's Office of Economic Development

FROM: Lucille Rao, Assistant Planner

RE: **Amended Project Description for Eagle Gas Station Environmental Assessment**

This memo affirms the original findings of the Eagle Gas Station Environmental Assessment (EA) and updates the EA to document the expanded project area as well as the boundary line adjustment (BLA) for the Eagle Gas Station parcel. This re-evaluation of the Eagle Station EA includes review of the expanded project area by the State Historic Preservation Office (SHPO) and the Washoe Tribe.

The Environmental Assessment for Eagle Gas was completed in November 2014 and approved by the Governor's Office of Economic Development on January 3, 2015. Although the project description stated that the Eagle Gas Station was a multi-phased project and would include on-site and off-site improvements, the project area was only defined as the Eagle Gas Station Parcel, located at 1395 Highway 395 N in the Town of Gardnerville, NV.

The expanded project area for the Eagle Gas Station project includes parcels on the opposite side of US Highway 395 as well as parcels on Mission Street that may be tied into the new drainage system (see Attachment 1).

In connection with future off-site transportation safety improvements at the "S Curve," the Town of Gardnerville recorded a boundary line adjustment with the adjacent property owner to acquire private property that will eventually be dedicated to NDOT to increase the radius of the curve providing a more secure pedestrian experience while on the adjacent sidewalk. The BLA increased the size of the Eagle Gas Station parcel from 0.39 acres to 0.41 acres (see Attachment 2).

The expanded project area was previously reviewed and approved by the SHPO as part of the Section 106 review process. SHPO concurred with the area of potential effect (APE) which included 13 parcels (see Attachments 3 and 4). The Washoe Tribe of

Nevada and California has also reviewed the expanded project area (see Attachment 5).

The revised EA project area description is provided below (additions are underlined).

Amended Project Description for Eagle Station Environmental Assessment:

Description of the Proposal: Include all contemplated actions which logically are either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]

The Town of Gardnerville acquired the former Eagle Gas station in June 2013 from Douglas County in order to redevelop the property as a public facility. The property is located at the corner of Highway 395 and Mission Street, also known as the "S" Curve, and is located at the southern entrance into the Main Street Gardnerville District. By taking ownership of the property, the Town will be able to remove soil and groundwater contamination caused by the existing underground storage tanks (UST's) and distribution lines to the former dispensers.

The first phase of this project involves site remediation and demolition activities, including removal of five underground storage tanks and one above ground storage tank. Phase One includes sampling of the soils and groundwater adjacent to the UST's and lead and asbestos testing of the existing service station building and canopy structure. Phase One also includes hiring an architectural and engineering team to prepare a design plan and cost estimates to renovate the existing 1,200 square foot building as an information center and public meeting room and to improve the site with new ADA sidewalks, landscaping, street lights, an electric vehicle charging station, and a bus stop for Douglas Area Rural Transit (DART).

The second phase of this project is the implementation phase and will include renovations to the existing service station building and site improvements. Based on future grant funding, the second phase will also include on-site and related off-site transportation and drainage improvements. An underground detention facility is proposed to improve the drainage along this section of Highway 395 increasing public safety during large storm events. The off-site drainage improvements will include connecting the parcels on the opposite side of US Highway 395 to a new stormwater basin and drainage system, with drainage pipes to be located underneath US Highway 395. These drainage improvements will require coordination and approval from the Nevada Department of Transportation (NDOT) and may not take place for several years. A series of catch basins will be installed in the highway to increase the flow under the highway and reduce the depth of water enough to keep the highway open during a large flooding event. These catch basins will provide an opportunity for the land across from the project to be redeveloped into something more productive than the current land use. Currently these parcels, if developed, would have to create their own onsite storage and could not increase flows into the surface of Highway 395's gutter and drainage system.

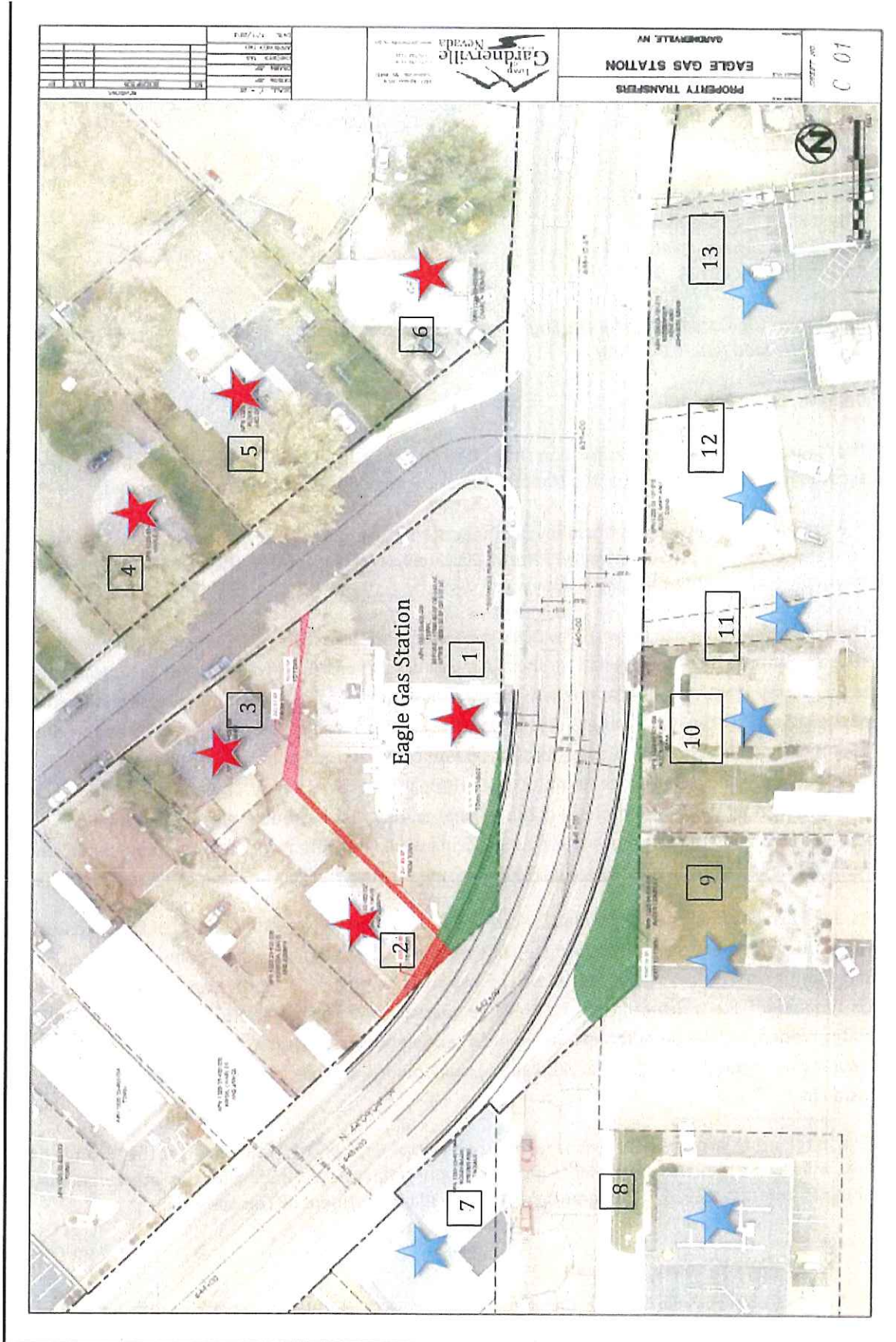
The Town intends to improve transportation safety by working with NDOT to design and construct a larger turning radius at this section of the highway. The "S" Curve needs to be improved to eliminate the reoccurring problem of large vehicles that are pulling trailers from driving over the sidewalk portion of the Eagle Gas Station site as they travel northbound on Highway 395.

The estimated cost for the first phase is \$171,185 and the estimated cost for the second phase is \$378,732 for building improvements and \$300,00 in the design and construction of the underground storm water storage basin. The Town of Gardnerville has already received a \$31,490 Brownfields Grant from the State of Nevada and has also re-enrolled the three gasoline UST's in the State of Nevada Petroleum Fund to pay for soil and groundwater assessment activities.

cc: Tom Dallaire, P.E., Town of Gardnerville

Attachments:

- 1) Expanded Project Area (for Stormwater Drainage) for Eagle Gas Station Redevelopment Project
- 2) Recorded Boundary Line Adjustment (April 2015)
- 3) SHPO Approval of Area of Potential Effect for Section 106 Process
- 4) Map of Section 106 Area of Potential Effect
- 5) Washoe Tribe Review Letter (9/6/2017)



★ Parcels in Eagle Gas Station APE



★ Additional Parcels for Eagle Gas Station APE



14A-5



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

Department of Conservation and Natural Resources

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Rebecca L. Palmer, SHPO

October 12, 2015

Ms. Candace H. Stowell, AICP
Urban Planning Consultant
1151 South Nevada Street
Carson City, NV 89703

RE: Section 106 Consultation for the Eagle Gas Station Redevelopment Project, Gardnerville, Douglas County, Nevada (UT 2014-3173)

Dear Ms. Stowell:

The Nevada State Historic Preservation Office (SHPO) has reviewed the subject documents in accordance with Section 106 of the National Historic Preservation Act (NHPA), as amended.

The proposed undertaking is the redevelopment of the Eagle Gas Station (formerly Shell Gas Station) property located at 1395 Highway 395 North, Gardnerville, Nevada, (APN-1320-33-402-086), for use as a town center and public meeting facility.

The Town of Gardnerville (Town) previously consulted with this office in 2014 regarding a preferred strategy for Brownfields remediation, site clean-up, removal of debris, water quality testing and other testing to see whether site abatement in the form of removal of five underground storage tanks and one above-ground tank was warranted. The Town wished to remove the gas station canopy as part of that initial effort, which received funding through a State of Nevada Brownfields Grant as well as a Community Development Block Grant (CDBG). Through a series of e-mails, meetings, and phone calls, the Town agreed to wait on removal of the original canopy as that would trigger a determination of Adverse Effect where the other project components would not. That work has been completed, and resulted in the removal of three tanks. To the best of our knowledge, the other three remain in place.

As the Town has finalized its planning for the site, it is now ready to tackle removal of the canopy as part of its redevelopment plans. This next step of the redevelopment effort will implement renovations to the existing service station building as well as implementation of site improvements that include both on-site and off-site transportation and drainage upgrades. As part of this effort, the original 1961 gas station canopy will be demolished and two new canopies will be installed. In addition, two screen walls, a curved monument wall, signage, LED lighting, solar panels, and electric charging stations will be installed.

Due to recurring large truck collisions with the portion of Highway 395 referred to as the "S curve," this area will also be realigned to promote better transportation safety. Funding for this latest work may be obtained through a 2016 CDBG (grant) and the Nevada Department of Transportation.

901 S. Stewart Street, Suite 5004 ✦ Carson City, Nevada 89701 ✦ Phone: 775.684.3448 Fax: 775.684.3442

www.shpo.nv.gov

14A-6

Ms. Candace Stowell
 October 12, 2015
 page 2 of 3

The SHPO concurs with the Town of Gardnerville determination, made on behalf of the United States Department of Housing and Urban Development (HUD) through their CDBG program, that the Area of Potential (APE) is adequate for both direct and indirect effects. Through discussion with the SHPO, the APE was amended to include seven additional parcels on October 5, 2015. Of the 13 parcels within the APE, 11 resources were identified as being 50 years of age or older. For purposes of this undertaking the following 11 resources are being left unevaluated and will be treated as eligible for listing in the National Register of Historic Places under all four significance criteria.

Name	Address	APN	Date of Construction
Former Eagle Gas Station/Shell Gas Station	1395 Highway 395	1320-33-402-086	1961
Nishikida Residence	1401 Highway 395	1320-33-402-085	1923
Duplex Residence	1401 Highway 395	1320-33-402-038	1940
Single Family Residence (with duplex at rear of property)	1407 Mission Street	1320-33-402-083	1910
Single Family Residence	1405 Mission Street	1320-33-402-055	1942
El Aguila Restaurant (Formerly Frostys)	1387 Highway 395	1320-33-402-056	1960
Commercial Property	1400 Hwy 395 N	1320-33-401-051	1901
Gardnerville Water Company/ No Place Like Home Senior Care	1394 Hwy 395 N	1220-04-101-007	1940
Single Family Dwelling/ Frontier Antiques	1392 HWY 395 N	1220-04-101-008	1935
Green Meadows Mobile Home Park	1390 Hwy 395 N	1220-04-101-009	1950
Mixed Use with Duplex	1388 Hwy 395 N	1220-04-101-010	1947

14A-7

Ms. Candace Stowell
October 12, 2015
page 3 of 3

The SHPO concurs with the Town of Gardnerville determination, made on behalf of the United States Department of Housing and Urban Development (HUD) and their CDBG Program, that this undertaking will have an Adverse Effect on historic properties.

Per federal regulation at 36 CFR §800.6.(a)(1), the Town will need to notify the Advisory Council on Historic Preservation (ACHP) of a determination and SHPO concurrence on this determination of Adverse Effect. (See enclosed copy of the regulations outlining this process). Once the ACHP has determined whether it wishes to participate in the development of a Memorandum of Agreement (MOA), they will notify the Town, HUD, and the SHPO in writing of their decision.

The SHPO would also recommend notifying your contact at HUD of the finding of Adverse Effect and seeking their guidance on crafting a MOA. Additional guidance, as well as sample MOAs can be found on the ACHP's web page at <http://www.achp.gov/agreementdocguidance.html>

Once you have a draft MOA crafted, it should be sent via e-mail to my attention as a MSWord document, and SHPO Rebecca Palmer and I will review it and I will return comments/questions/edits to you using the Track Changes feature. In this fashion, we will likely go through several rounds of edits with perhaps a conference call or two to resolve any questions.

Should you have questions regarding this correspondence (other than things relating to the MOA which should be directed to me), please feel free to contact SHPO architectural historian Mara Thiessen Jones at (775) 684-3439 or by e-mail at mara.jones@shpo.nv.gov.

Sincerely,



Julie H. Ernstein, Ph.D., RPA
Deputy State Historic Preservation Officer
jernstein@shpo.nv.gov
tel: 775.684.3437

20818

14A-8

Washoe Tribe of Nevada and California
Cultural Resources Department/Tribal Historic Preservation Office
Protect, Preserve and Promote Washoe Heritage and Culture



September 6, 2017

Candace Stowell
Urban Planning Consultant
1151 S. Nevada Street
Carson City, NV. 89701

Subject: Eagle Gas Station Redevelopment Project (Expanded Area)

Dear Ms. Stowell,

Thank you for consulting with the Washoe Tribe of Nevada and California on the Eagle Gas Station Redevelopment Project (Expanded Area).

The Eagle Gas Station Redevelopment Project (Expanded Area) is in an area that has already experienced ground disturbances from past uses and development. I do not have immediate knowledge of any cultural resources that may be affected by the proposed project.

If any cultural resources including human remains are uncovered during project construction, we ask that work cease and a professional archeologist be consulted with to ascertain the findings and we ask to be kept informed of the findings to provide further consultation on the findings.

Thank you and please call me at the Tribal Historic Preservation Office at (775) 265-8600.

Respectfully,

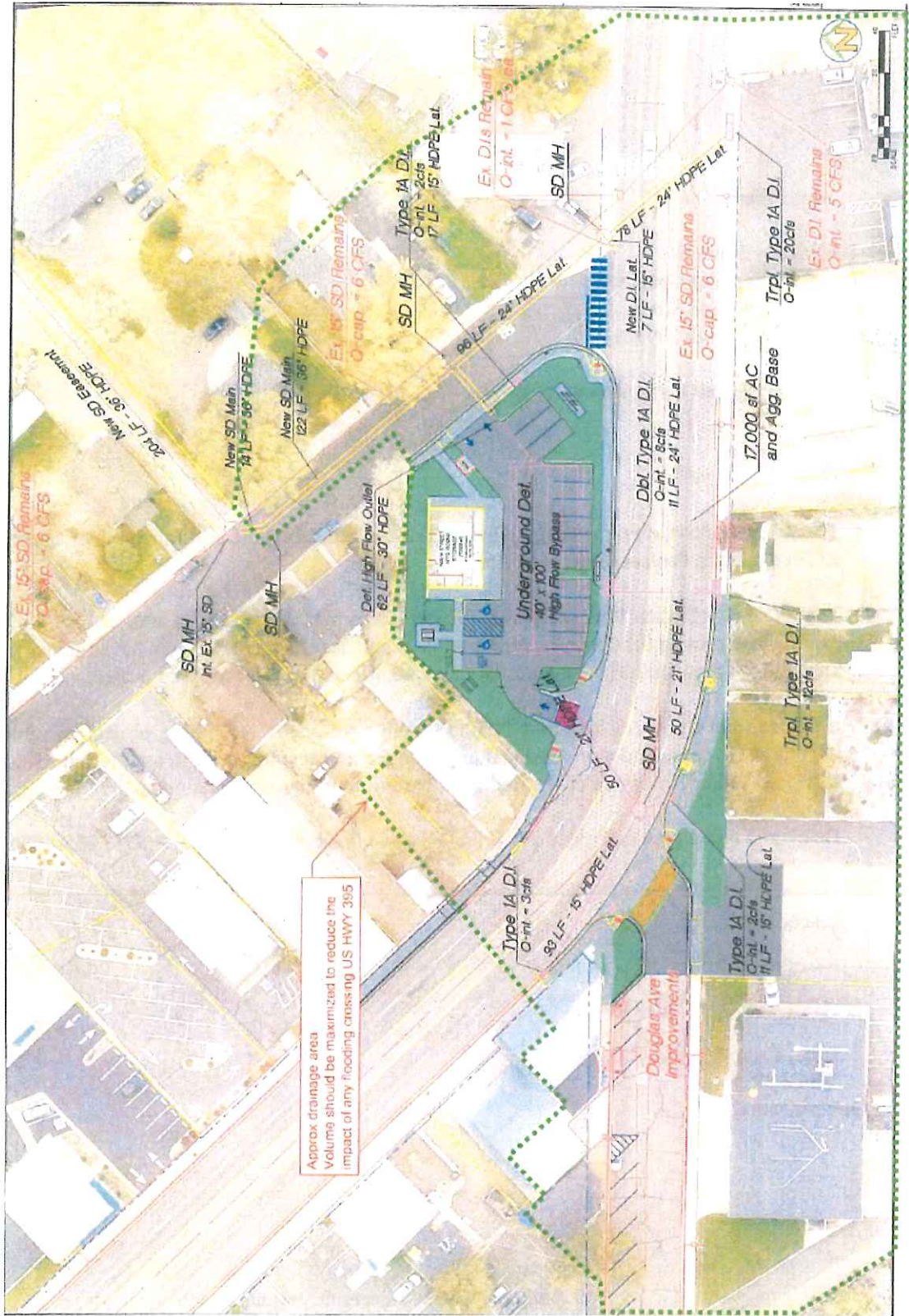
A handwritten signature in black ink, appearing to read "Darrel Cruz". The signature is stylized and written in cursive.

Darrel Cruz, Director
THPO/CRO

919 Highway 395, Gardnerville, Nevada 89410
Office (775) 265-8600

14A-9

Attachment 1
 Eagle Gas Station Expanded Project Area
 1395 Highway 395 N
 Gardnerville, NV



14A-10

Gardnerville Town Board

AGENDA ACTION SHEET



1. **Not For Possible Action:** Discussion on the Board members activities and liaison committee reports including but not limited to; Carson Valley Arts Council, Nevada League of Cities, and Main Street Gardnerville.

2. **Recommended Motion:** N/A

Funds Available: Yes N/A

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** October 3, 2017 **Time Requested:** 10 minutes

6. **Agenda:** Consent Administrative

Background Information: To be presented at meeting.

7. **Other Agency Review of Action:** Douglas County N/A

8. **Board Action:**

Approved Approved with Modifications
 Denied Continued