



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV
May 06, 2025 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on May 6, 2025 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to three minutes.

1. Pledge of Allegiance to the Flag
2. Certification of Compliance with Posting Requirements
3. Public Comments
General in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Consideration and possible approval of Council Meeting Minutes for January 7, 2025, January 14, 2025 and January 21, 2025. **(For possible action)**
5. Approval of Warrants **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
6. Consideration of application by Macie Anderson for a mobile food vendor license for Sprinkle Ice Cream and Treats. **(For possible action)**

7. Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the purchase of City owned property located at 1050 W. Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-191-07, by Gregory J. Berry in the amount of seventy-two thousand dollars (\$72,000). **(For possible action)**
8. Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of approximately 6,428 square feet of land from a parcel located at 1080 W. Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-191-27 from Gregory J. Berry in the amount of ninety-three thousand two hundred seventy dollars and 28/100 (\$93,270.28). **(For possible action)**
9. Consideration and possible action to approve the Cooperative Agreement between the City of Fallon and the State of Nevada acting by and through the Department of Transportation for the Auction Road Improvement Project where the City will be responsible for a five percent (5%) match of Federal funds in an amount not to exceed one hundred seventy-two thousand six hundred thirty-two dollars (\$172,632); and for other matters properly related thereto. **(For possible action)**
10. Consideration and possible adoption of Bill No. 804 as Ordinance No. 785: An Ordinance Designated as the "2025 Medium-Term Bond Ordinance"; Providing for the issuance by the City of its General Obligation (Limited Tax) Medium-Term Bond, Series 2025; Providing Covenants, Conditions, and Other Details Concerning the Bond, the Project and General Tax Proceeds; Ratifying Action Previously Taken and Pertaining to the Foregoing by the City and its Officers and Employees; Providing for Adoption as if an Emergency Exists; and Providing Matters Relating Thereto. **(For possible action)**
11. Fallon Police Department Monthly Report for February 2025 **(For discussion only)**
12. Public Comments **(For discussion only)**
13. Council and Staff Reports **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on May 1, 2025 at City Hall, City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).

The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>) or by contacting Elsie Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104

/s/ Elsie M. Lee

NOTICE TO PERSONS WITH DISABILITIES: Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 775-423-5104 in advance so that arrangements may be conveniently made.

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
January 7, 2025**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Clerk Treasurer Michael O'Neill
Deputy City Attorney Trent deBraga
Deputy City Attorney Sean Rowe
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Chief Ron Wenger
Captain John Riley
Captain Daniel Babiarz
Director of Tourism Jane Moon

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No comments were noted.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.
No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council, or staff reports.
No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:02 a.m.

Mayor Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
January 14, 2025**

The Honorable City Council met in a special meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Deputy City Attorney Trent deBraga
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Chief Ron Wenger
Captain John Riley
Captain Daniel Babiarz
City Engineer Derek Zimney
Emergency Manager Steve Endacott
Judge Pro Tem Jared Dooley
Judge Pro Tem Charlie Knittle

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No comments were noted.

Appointments of Officers for the City of Fallon and confirmation of salaries of

appointed Officers.

Mayor Tedford read Appointments of Officers for the City of Fallon and confirmation of salaries of appointed Officers. (List attached)

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Karla Kent inquired if we went over the appointments and salaries every two years.

Mayor Tedford stated that we now evaluate the appointments and salaries every year. We used to do it every other year, but we now do it every year.

Councilwoman Frost motioned to confirm Appointments of Officers for the City of Fallon and confirmation of salaries of appointed Officers; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Appointments to Boards.

Mayor Tedford read the Appointments to Boards. (List attached)

Mayor Tedford stated that there is a correction on the Central Nevada Health District Board. This is the official name of the Board and how it should appear on the list.

Mayor Tedford inquired if there were any additions to the list.

No comments were noted.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

No comments were noted.

Councilwoman Kent motioned to confirm Appointments to Boards; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:08 a.m.

Mayor Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer

DRAFT

**CITY MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
January 21, 2025**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Deputy City Attorney Trent deBraga
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Captain John Riley
City Engineer Derek Zimney
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford stated we would have a moment of silence for Rod McCormick.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No comments were noted.

Consideration and possible approval of Council Meeting Minutes for November

13, 2024, and November 19, 2024.

Councilman Harmon motioned to approve Council Meeting Minutes for November 13, 2024, and November 19, 2024, with no changes or corrections; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration of application by Magen Giovanetti for a mobile food vendor license for Retro Brew Coffee.

Deputy City Clerk Elsie Lee stated Magen Giovanetti, owner of Retro Brew Coffee, has made an application for a mobile food vendor license for Retro Brew Coffee. A mobile food vendor license is a privileged license that allows the licensee to sell food from a motor vehicle, or other type of food service conveyance, for human consumption and which is used to sell and dispense food or beverages to customers. The application has been reviewed by Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee, and has been recommended for approval.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Frost inquired if Magen only served beverages from her mobile vehicle.

Magen Giovanetti addressed the Council. Yes, we only sell beverages.

Mayor Tedford inquired if there were any further questions or comments from the Council or the public.

No further comments were noted.

Councilwoman Kent motioned to approve the application by Magen Giovanetti for a mobile food vendor license for Retro Brew Coffee; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Public hearing to consider a zoning change at 210, 220, 230, 250-252, 270, and 298 South Taylor Street from R-2 Limited Multiple Residence District to the proposed C-1 Limited Commercial District.

City Attorney Derek Zimney stated that that notice of this public hearing was duly published in the Fallon Post on January 10, 2025. Letters were also sent out to property owners whose property is located within 300 feet of the proposed change. The properties proposed to change all have frontage on U.S. Highway 95, and the intent of the proposed change is to rezone these properties to a zone that better represents the characteristics of the area and their current and future uses. This agenda item represents the public's opportunity to comment on the proposed zone change and to present relevant information and materials to the Council. I received no comments from the posting in newspapers or the letters that were sent. Staff

reviewed this area, and some of the businesses on the endcaps, already have had variances for a long time. We thought it was appropriate to change the entire block.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Frost inquired on how long the variances had been in place for 210 and 298.

City Engineer Derek Zimney stated that he believes Dr. Floto's place was done in 1993, and I believe the other one, Doug Drost, was after that but I don't have an exact date, but I believe it was done in the late 90's.

Mayor Tedford stated that he would give some history on the area. When we did 310 and 318, we told 210 and 298 we would get to their properties soon, to start the process of rezoning them. We just never have. I think that is on us. Derek wasn't here at the time, and it is just an internal thing. I have talked to 210 on several occasions and he reminded me that we were going to do it quickly and we never did. It is an interesting thing because across the street there are two of these properties but if you go back to the history of the City when the City did Williams Avenue, when I was a little boy, and they widened Williams, they just did the whole thing. I think it was when Mayor Mert was here, all the way to the alleys, on Williams. I guess they didn't do that on Taylor. They didn't widen Taylor like they did Williams, to 4 lanes, they just widened the lanes a little and they left the parking spots. They originally widened Williams, to where you had a little parking, and then you had those two lanes. When they made the center lane, they took away all the parking, and everything went to a C-1 zone, even the residences that were mostly between Venturacci Lane and Maine Street. They did it all the way to the edge of town, one way to the other. We never did Taylor that way because we never widened it as far. The City traded Maine for Taylor, and it became a State Highway as opposed to a City street, and we got Maine Street. So, it is more of a purview of the State as to what happens there, as far as widening the streets. It has been incremental, and we may see one all the way to First Street. It took years to go from First Street to Center Street and we jumped over and did the Richards corner, which was a good thing to do. I think this is a good thing to do from Center to Richards. I don't know where the future lies because you still have, on the other side of the street, more R1 zones, and on the east side you still have some R2 zones. I think today is another incremental jump that we make, and probably in the future, we need to keep extending that, as that neighborhood transforms into more C1 use. On the other side there are two homes that are owned, I think, and then rentals that are probably commercial in nature, as opposed to R2 zones, which have some R1 tendencies. We weren't as bold to say that we are going to make the east side of Taylor commercial in nature. I think this is a good step today and that it is becoming a vibrant neighborhood, I think for business, and probably will be in the future. Especially, with both ends of the block, anchored by businesses. That is just a little history from me, what the thought process of the City has been.

Councilwoman Frost stated that she would like to clarify that it does not affect those residences in between those two businesses.

City Engineer Derek Zimney stated that it does not. Everything permissible in R2 is also permissible in C1. So, any change of rental or personally owned property wouldn't change their ability to use those as they currently are.

Councilman Harmon inquired on one of the properties not being used as a business. If one of these properties, for example, 230, that is right in the middle, decided to become a commercial property, and they don't have the parking spaces required, like the two on the endcaps do with the side streets. What would we require if that were the case?

City Engineer Derek Zimney stated that they would have to change their layout or figure

out how to provide parking required in the C1 zoning areas, which is 1 space for every 250 square ft. As they sit, they are not set up to be commercial businesses, at this time. At the end of their useful lives, if they were torn down or multiple lots were purchased, that would be more realistic use of the C1 zoning.

Mayor Tedford stated that even as narrow as they are, it is difficult to put it in the back. NDOT controls that, not us. Access from the front makes that difficult because of the narrowness of the lots. Are there any further questions or comments from the Council or the public?

No further comments were noted.

Public hearing for discussion of possible projects to be funded through the Community Development Block Grant Program, for fiscal year 2025-2026.

City Attorney Derek Zimney stated the City proposes to submit one or more projects to be funded through the Community Development Block Grant Program, for fiscal year 2025-2026. The purpose of this agenda item is to discuss comments received on potential applications and approve and rank applications prior to submittal to the State. Proposed projects and estimated funding are listed below: Laura Mills Park ADA Improvement Project - \$630,700. We have gone after this project before, this will be the 2nd time but we are asking CDBG to pay for the inside and outside walking paths, replaced as concrete. The CDBG Program is administered by the Department of Housing and Urban Development and is authorized by Title I of the Housing and Community Development Act. The primary objective of the Community Development Block Grant Program is the development of viable communities by providing decent housing, suitable living environments, and expanding economic opportunities principally for people of low and moderate income. The Governor's Office of Economic Development anticipates the amount of 2025 allocations at \$3,000,000 for rural Nevada. This public Hearing is the third and final hearing in the CDBG process. A Public Hearing Notice, which is posted on January 7, 2025, referenced projects proposed to date. As we discussed in the second public hearing, we would like to go after Laura Mills. It was the only project that we put in for eligibility this year.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilman Harmon wanted confirmation from City Engineer Derek Zimney's statement about concrete. Are we asking for concrete or are we just asking for the paths to be redone? The reason I am asking is because if we ask for concrete and they give us this \$630,700 for concrete but prices go crazy and we can do it cheaper, and we end up doing it with asphalt. Would that money still be able to be used?

City Engineer Derek Zimney stated that he believes it is written to replace the paths. In my application, I will formulate it in such a way that the secondary choice would be asphalt. The engineering estimate is \$630,700, which is based on that concrete price. They could give us less. There are a lot of directions that this could go. I think the initial ask we are going for is for the concrete for the whole thing. This is our ask but if we cannot get that, I will also include, in my application, that if it is cheaper to do asphalt, we can adjust accordingly.

Councilman Harmon stated that he agreed concrete would be the way to go. It's just hard to see what will happen with pricing, and how much money we are going to get. I just want to make sure that we weren't just tied to one material.

City Engineer Derek Zimney stated that this was discussed in a staff meeting. I am hopeful that we can secure this chunk of money for this project.

Councilman Harmon inquired on the irrigation lines. The irrigation lines underneath the walking path, currently, will they be replaced as part of this project?

City Engineer Derek Zimney stated that we are working on a program to sleeve. Put some larger sleeves, probably four to six inches throughout, so when it is time to replace that irrigation, which is coming, we are ready.

Mayor Tedford inquired if there were any further questions or comments from the Council or public.

No further comments noted.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:20 a.m.

Mayor Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 28, 2025
 AGENDA DATE: May 6, 2025
 TO: The Honorable City Council
 FROM: Elsie Lee, Deputy City Clerk
 AGENDA ITEM TITLE: Consideration of application by Macie Anderson for a mobile food vendor license for Sprinkle Ice Cream and Treats. **(For possible action)**
 TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve application and to issue a mobile food vendor license to Macie Anderson for Sprinkle Ice Cream and Treats.

DISCUSSION: Macie Anderson, owner of Sprinkle Ice Cream and Treats has made an application for a mobile food vendor license for Sprinkle Ice Cream and Treats. A mobile food vendor license is a privileged license that allows the licensee to sell food from a motor vehicle, or other type of food service conveyance, for human consumption and which is used to sell and dispense food or beverages to customers.

The application has been reviewed by Chief Ron Wenger, City Attorney Trent deBraga, Chief of Staff Robert Erickson, City Engineer Derek Zimney and Deputy City Clerk Elsie Lee and has been recommended for approval.

FISCAL IMPACT: Annual mobile food vendor license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874



Item 6.

MOBILE FOOD VENDOR LICENSE APPLICATION

Application Type: ☒ New ☐ Renewal ☐ Modify

Applicant Name: Anderson macie S
Last First MI

Application Date: 3/25/25

Title: Owner

Phone: 775 217 8116

Email: macieshay11@gmail.com

Address: 500 Thompson Ln.

Date of Birth: [REDACTED]

Driver's License Number: [REDACTED]

Driver's License State: [REDACTED]

Business Entity Type: ☒ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ DBA
☐ Corporation ☐ Association ☐ Other: _____

Business Name: Sprinkle Icecream and Treats

Business Owner(s):

Name	Address	Title
Macie Anderson	500 Thompson Lane	Owner

Business Address (if applicable): N/A
City State Zip

Name of owner's authorized agent, if any: N/A

Provide a description of the selling methods to be used and the nature of the products or services to be offered:

Setup at special events, drive around neighborhoods

Have you owned or managed any other business? ☒ Yes ☐ No

If Yes, list the business(es) you have managed:

Begin/End	Name	Address	City	State	Zip
2016	Pizza Barn	1981 W. Williams Ave	Fallon	NV	89406
2021	CASSC Reactions	Home	Fallon	NV	89406



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

Have you ever been issued a business or mobile food vendor license?

If Yes, when? 2022 + 2025

Have you ever had a business or mobile food vendor license revoked?

If Yes, when? _____

Have you ever been denied a business or mobile food vendor license?

If Yes, when? _____

Have you ever been arrested? ☐ Yes ☒ No

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition

☒ Yes

☐ No

What Agency? state + Churchill county

☐ Yes

☒ No

What Agency? _____

☐ Yes

☒ No

What Agency? _____

Vehicle Information (to be used for mobile vending):

Year of Vehicle	Make	Model	Plate Number
<u>1982</u>	<u>GMC</u>	<u>Box TRUCK</u>	

A copy of a valid, unexpired Nevada vehicle registration, if applicable, must be submitted with this application.

Health Permit:

A copy of proof of Central Nevada Health District health permit must be submitted with this application.

State of Nevada Department of Taxation:

Proof of filing with the State of Nevada Department of Taxation must be submitted with this application.

I declare under penalty of perjury that the foregoing is true and correct:

1. That I have received and read a copy of Chapter 5.60 of the Fallon Municipal Code- Mobile Food Vendors.
2. That upon approval of a mobile food vendor license, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
3. That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a mobile food vendor license.


Applicant's Signature



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

AUTHORIZATION AND RELEASE

I, Macie Anderson, authorize the Fallon Police Department to perform a background check and to release the results of said investigation, which may include information of a confidential or privileged nature, to the City Council in public documents and/or discussion at a public meeting.

Macie Anderson
Applicant's Signature

OFFICIAL USE ONLY

City of Fallon	Approve	Approve with Conditions	Disapprove
Chief of Police	<u>[Signature]</u>		
Engineering/Building Department	<u>[Signature]</u>		
Attorney's Office	<u>[Signature]</u>	<u>[Signature]</u>	
City Clerk's Office	<u>[Signature]</u>		
Fallon/Churchill Fire Dept	<u>[Signature]</u>		
Conditions required for approval: _____			

Recommendation for application:	<u>Approve</u>	<u>Approve with Conditions</u>	<u>Disapprove</u>

OFFICIAL USE ONLY:

Account No.	License No.	Payment Received By:
-------------	-------------	----------------------



Outlook

From Macie Anderson <macieshay11@gmail.com>

Date Wed 4/9/2025 4:17 PM

To Elsie Lee <elee@fallonnevada.gov>

Macie Anderson
macieshay11@gmail.com

April 9, 2025

To the City Council of Fallon,

I am writing to kindly request approval to operate an ice cream truck within the City of Fallon. My goal is to bring back a beloved small-town tradition by driving through different neighborhoods and serving prepackaged ice cream to children and families in our community.

Growing up in a small town, some of my fondest memories were of ice cream trucks rolling through the neighborhood. Hearing that cheerful jingle, rushing to ask my parents for a few dollars, and running outside to choose a treat—it was a simple but special part of childhood. Sadly, many kids today have never experienced that kind of joy, and that's something I hope to change now that I own an ice cream truck.

My nine-year-old brother, ten-year-old stepsister, and nine-year-old stepbrother are thrilled about the idea. They're excited not only to enjoy the treats themselves, but to help serve their friends and neighbors. I want to help create those lifelong memories for them—and for children across Fallon.

I understand that there may be concerns based on past experiences with mobile vendors. However, I want to reassure you that I am currently employed as a drug and alcohol counselor at New Frontier. I take community safety and responsibility very seriously. I've undergone background checks and attended required meetings as part of this process, and I truly appreciate the steps the city takes to protect its residents.

To comply with health and safety regulations, I will only be selling **prepackaged ice cream** while driving through neighborhoods in Fallon. I've spoken with both Churchill County and the health department to ensure I am following all applicable rules. For special events, where I am scheduled or invited to attend, I may also offer prepackaged drinks like bottled water or Gatorade. Additionally, I have a valid cottage food license, which allows me to serve approved sweet treats—but only at these special, pre-approved events. These baked goods will not be sold during neighborhood routes.

To keep the community informed, I plan to post regularly on social media about my route and schedule so families can know when to expect the ice cream truck in their area. When I'm driving through residential neighborhoods, I will move slowly and carefully. Once I see kids who are interested, I will safely pull over and park before serving any items.

This isn't just a business for me—it's a way to give back to the community I love and to bring a little bit of joy to the streets of Fallon. I respectfully ask for the City Council's approval to move forward with this initiative.

Thank you for your time and consideration.

Sincerely,
Macie Anderson

Mobile Food Vender License Application Interview Supplement

APPLICANT Macie Anderson

DATE 3/31/2025

BUSINESS NAME – Sprinkle Ice Cream and Treats

I (will) will not) be the on-site supervisor.

If not, the on-site supervisor will be _____

I understand that if the on-site supervisor changes, I am responsible to notify the City Clerk's Office. Initials MA

I acknowledge that as the license holder, I am personally responsible for what is sold from the mobile store. Initials MA

I further acknowledge that as the license holder, I am responsible for the business and may be held personally responsible for any violations of law or ordinance. Initials MA

I have received, read and understand the Mobile Food Vender and Business License requirements within the Fallon Municipal Code and agree to abide by those requirements. Initials MA


Witness: Ronald D Wenger, Chief of Police

FALLON POLICE DEPARTMENT

55 West Williams Avenue
Fallon, Nevada 89406-2941
775-423-2111
Fax: 423-6527

Ron Wenger
Chief of Police

March 31, 2025

This letter certifies that Ms. Macie Anderson, of 500 Thompson Lane, Fallon Nevada 89406, owner of "Sprinkle Ice Cream and Treats" Mobile Food Truck has completed application and has passed the limited background check, including a local records check, CPClear and DMV Database checks, for operating a mobile food vending truck/trailer within the City of Fallon.

I have interviewed Ms. Anderson about the laws regarding Mobile Food Venders and have provided her with a copy of the Fallon Municipal Code pertaining to these laws. Ms. Anderson has indicated on her application that she has reviewed chapter 5.60 of the Fallon Municipal Code which specifically lists the laws regarding Mobile Food Vending platforms.

Sincerely,



Ronald D Wenger
Chief of Police



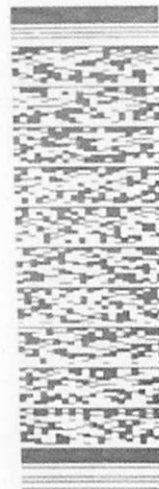
Department of Motor Vehicles
555 Wright Way
Carson City, NV 89711-0625
(775) 684-4368

2026 EXPIRES
3/21/2026

LICENSE NUMBER 3021C9	YEAR 1982	MAKE GENE	TYPE TSN	CYL 8	MSRP 6954.00	FUEL G	AXLE 2	DECLARED WEIGHT 10000	UNLADEN WEIGHT 2984
VEHICLE IDENTIFICATION NUMBER 1GDHP32M9C3504674				MODEL NAME/LENGTH 3500			COUNTY BASED CHURCHILL		
ISSUE DATE 3/21/2025	FLEET NUMBER	UNIT NUMBER	FARM/RANCH VEHICLE N		DECAL NUMBER 3021C9		PLATE BACKGROUND HOME MEANS NEVADA		

ANDERSON, MACIE SHAY (REGD)
SUSTACHA, JAMES (REGD)

ANDERSON, MACIE SHAY
500 THOMPSON LN
FALLON NV 89406-7314



Instructions for applying the
decal to the rear license plate are
on the reverse of this form.

PLATES AND REGISTRATION MUST BE RETURNED WHEN NOT OPERATING THE VEHICLE
Form NVREG04 186606463 - 3036 - 2525

Your ID Cards


Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

✂

Macie Anderson



Form A023 NV (06/17)

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

PROGRESSIVE

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

INSURANCE IDENTIFICATION CARD - Nevada

Policy Number: 994916882 NAIC Number: 11770
Effective Date: 03/21/2025 Expiration Date: 09/21/2025
Policy Type: Commercial
Insurer: United Financial Casualty Company 1-800-444-4487
PO Box 94739 Cleveland, OH 44101

Insured(s):
Macie Anderson
500 Thompson Ln
Fallon, NV 89406

Year	Make	Model	VIN
1982	GMC	FORWARD CONTR	1GDHP32M9C3504674

Your Agent:
E H HURSH INC 1-775-423-6501
295 S MAINE ST
FALLON, NV 89406

Additional Driver(s): James Sustacha

This evidence of insurance has been approved by the Nevada Commissioner of Insurance. This coverage provided by your policy meets the requirements set forth in NRS 485.185. This evidence of insurance must be carried in the insured motor vehicle for production upon demand.

Central Nevada Health District

Food Establishment Health Permit

Issued To

Sprinkle Icecream + Treats
500 Thompson Lane
Fallon, NV 89406

Be it known this Mobile Units facility is licensed to operate in Churchill County, State of Nevada
and is subject to the provisions of the Central Nevada Health District Sanitation Ordinance.

Issuance Date 03/27/2025

Expiration Date 03/27/2026

Permit Number 25-105



CENTRAL NEVADA
HEALTH DISTRICT

Daren Winkelman

Public Health Administrator

THIS PERMIT IS NOT TRANSFERABLE AND MUST BE PROMINENTLY DISPLAYED

**STATE OF NEVADA SALES TAX PERMIT**

Department of Taxation

Account ID: **SUT-0000-3618-5061**
Location ID: **000-036-185-061-002**
Issued: **February 20, 2025**

MACIE ANDERSON
500 THOMPSON LN
FALLON NV 89406-7314

THIS PERMIT:
IS NOT TRANSFERABLE TO ANY OTHER
PERSON.
IS VOID IF ALTERED.
IS NOT ISSUED IN LIEU OF ANY LOCALLY
REQUIRED BUSINESS LICENSE, PERMIT OR
REGISTRATION.

Permit Location:
SPRINKLE ICE CREAM AND TREATS
500 THOMPSON LN
FALLON NV 89406-7314

*Is authorized to collect Nevada sales tax at the following
location if different from above.*

MUST BE DISPLAYED IN PUBLIC VIEW AT PERMIT LOCATION



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 28, 2025
 AGENDA DATE: May 6, 2025
 TO: The Honorable City Council
 FROM: Trent deBraga, City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the purchase of City owned property located at 1050 W. Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-191-07, by Gregory J. Berry in the amount of seventy-two thousand dollars (\$72,000). **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve the Purchase and Sale Agreement and Escrow Instructions for the purchase of City owned property located at 1050 W. Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-191-07, by Gregory J. Berry in the amount of seventy-two thousand dollars (\$72,000).

DISCUSSION: On June 29, 2023, the City Council entered into a purchase and sale agreement to acquire 1050 W. Williams Avenue as part of its redevelopment plans for the north Whitaker commercial block of Williams Avenue. As part of the City's plans to extend Whitaker Lane north to Auction Rd. and redevelop the north Whitaker commercial block, the City has entered into a transaction to sell its real property at 1050 W. Williams Avenue to Gregory J. Berry. If approved, the transaction will proceed to escrow and the Mayor will have the authority to sign any document necessary to consummate the transaction.

FISCAL IMPACT: \$72,000 and related escrow fees and costs.

PREPARED BY: Trent deBraga, City Attorney

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS

("Agreement") is made and entered into this ___ day of _____ 2025, by and between the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Seller") and GREGORY J. BERRY, an unmarried man ("Buyer").

RECITALS:

WHEREAS, Seller is the owner of certain real property situated in the City of Fallon, County of Churchill, State of Nevada, commonly referred to as 1050 W. Williams Avenue, and identified by Churchill County Assessor's Parcel Number 001-191-07(the "Real Property"), which is more particularly described as follows:

A parcel of land in the SW ¼ of SE ¼ of Section 25, T.19N, R.28E, MD&M, bounded and described as follows:

Commencing at the South quarter corner of Section 25, T.19N, R.28E, thence North 48.35 feet along the quarter section line; thence East parallel with the South line of said Section 25, 107 feet to the point of beginning. Thence North parallel with the quarter section line 43 feet; thence East parallel with the South section line 53 feet; thence South parallel with the quarter section line 43 feet; thence West to the point of beginning.

Note: The above meets and bounds description appeared previously in that certain document recorded August 10, 2023, under Document No. 503357

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

WHEREAS, Seller desires to sell and Buyer desires to purchase the Real Property together with all its improvements, tenements, hereditaments and appurtenances.

Sellers Initials: _____

1

Buyers Initials:  _____

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING and the mutual agreements hereinafter contained, Seller and Buyer agree as follows:

ARTICLE 1

Escrow Instructions

Section 1.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions to WESTERN NEVADA TITLE COMPANY OF NEVADA, a Nevada corporation, located at 2215 W. Williams Avenue, Suite A, Fallon, Nevada (the "Escrow Agent"), upon acceptance by the Escrow Agent of this Agreement as instructions to it and shall govern the close of escrow as set forth below. The Escrow Agent may supplement these instructions with its usual and customary escrow instructions, provided however, that any additional instructions do not contradict the terms set forth herein.

ARTICLE 2

Purchase and Sale of Real Property

Section 2.1 Purchase. Seller agrees to sell and Buyer agrees to purchase the Real Property on the terms and conditions set forth in this Agreement.

Section 2.2 Consideration. The purchase price for the Real Property ("Purchase Price") shall be SEVENTY-TWO THOUSAND DOLLARS (\$72,000.00), United States currency.

Sellers Initials: _____

2

Buyers Initials: _____



ARTICLE 3

Title

Section 3.1 Title to Real Property. Title to the Real Property shall be evidenced by a Grant, Bargain and Sale Deed conveying good and marketable title to the Real Property to Buyer in fee simple, free and clear of all liens and encumbrances subject only to the title exceptions approved by Buyer during the Investigation Period described below. Buyer shall pay for a standard ALTA owner's policy of title insurance issued by title insurance agents of Escrow Agent in favor of Buyer in the amount of the Purchase Price, insuring title to the Real Property.

Section 3.2 Permitted Exceptions. Within three (3) days from the effective date of this Agreement, Buyer shall open an escrow with the Escrow Agent and Buyer shall order a preliminary title report ("Title Report") on the Real Property with instructions to provide a copy of said report to Seller and Buyer upon its completion. Buyer shall be allowed twenty (20) days from the receipt of the Title Report to examine the title to the Real Property and to give notice to Seller of any objections thereto. All exceptions to the title contained in the Title Report (other than monetary liens) shall be deemed permitted exceptions unless written notice of objection is given by Buyer to Seller within said twenty (20) days. If Buyer objects to any exceptions to the title, Seller shall use due diligence to the extent possible, to remove such exceptions at Seller's own expense before the Closing Date. If such exceptions cannot be removed before the Closing Date, all rights and obligations hereunder may, at the election of Buyer, terminate. If Seller is unwilling or unable to remove such Buyer objections, Seller shall

Sellers Initials: _____

3

Buyers Initials:  _____

so notify Buyer within ten (10) days of receipt of said objections and in that event Buyer may terminate this Agreement.

Section 3.3 No Further Encumbrances. While this Agreement is in effect, Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Real Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Real Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain the consent of a beneficiary under any deed of trust and/or mortgage under any mortgagee under any mortgage on the Real Property to enter into this Agreement, if such consent is required under the terms of such deed of trust and/or mortgage.

ARTICLE IV

"As-is" sale of real property

Section 4.1 Investigation Period. Buyer has examined the real property and finds that it is fit and suitable for his purposes. Buyer understands that the sale of the real property is "as is".

Section 4.2 Buyer's Reliance On Buyer's Own Investigation. Buyer acknowledges and agrees that Buyer has made its own investigation of the suitability of the Real Property and its appurtenances, for Buyer's intended uses and therefore acknowledges that Buyer has not entered into this Agreement based upon any

Sellers Initials: _____

4

Buyers Initials:  _____

representations or warranties made by Seller other than those expressly contained herein. Buyer expressly acknowledges that Seller has made no representations or warranties regarding the Real Property and its appurtenances, or their fitness for any particular use. Buyer further acknowledges that upon the close of escrow, Buyer shall take possession and title of the Real Property and its appurtenances in an "AS IS" physical condition with all faults.

Seller and Buyer further acknowledge and agree that Buyer shall incur any and all demolition costs of the existing structure on the Real Property and any subsequent site improvements on the Real Property following the close of escrow.

ARTICLE 5

Closing Date and Closing Date Obligation

Section 5.1 Closing Date. The "Closing Date" shall be at such time as all funds are deposited to escrow and Escrow Agent can provide an ALTA policy of title insurance in favor of Buyer in the amount of the Purchase Price, subject only to the exceptions described in Section 4.1 above. Escrow shall close no later than sixty (60) days from the effective date of this Agreement and all ownership rights to the Real Property shall pass to Buyer by said date.

Section 5.2 Apportionment of Certain Times; Deferred Taxes. All real and personal property taxes, assessments, and utility charges of whatsoever nature shall be apportioned as of the Closing Date.

Sellers Initials: _____

5

Buyers Initials:  _____

In making apportionments, all property taxes, assessments and similar items will be prorated on the basis of the number of days in the period in question before and after the Closing Date. The amounts to be apportioned under the provisions of this Section shall be apportioned and paid as soon as they can be calculated.

Section 5.3 Buyer's Obligations. On or before the Closing Date, Buyer shall deliver to the Escrow Agent the following:

- a) Cash, certified check, or electronic funds transfer in the amount of SEVENTY-TWO THOUSAND DOLLARS (\$72,000.00);
- b) An amount equal to the premium on a standard ALTA owner's policy of title insurance;
- c) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;
- d) An amount equal to the Real Property Transfer Tax;
- e) An amount equal to Buyer's share of items to be apportioned as provided in Section 5.2.

Section 5.4 Seller's Obligations. On or before the Closing Date, Seller shall:

- a) Deliver to the Escrow Agent the executed Grant, Bargain and Sale Deed to be recorded at the recorder's office of the County of Churchill, State of Nevada;
- b) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;

Sellers Initials: _____

6

Buyers Initials:  _____

- c) Seller agrees to pay from their proceeds at close of escrow an amount equal to Seller's share of items to be apportioned as provided in Section 5.2.

Section 5.5 Escrow Agent's Obligations. On the Closing Date, the Escrow Agent shall:

- a) Issue and deliver to Buyer its ALTA owner's policy of title insurance in favor of Buyer in the amount of the Purchase Price;
- b) Record the original of the Grant, Bargain and Sale Deed and deliver a copy of the same to the Buyer;
- c) Pay the Real Property Transfer Taxes;
- d) Pay all sums deposited by Buyer to Seller (less any charges to Seller);
- e) Make the apportionment required by Section 5.2 of this Agreement;
- f) Pay itself its escrow fee and its premium on its title policy; and
- g) Close the Escrow.

ARTICLE 6

Seller's Representations, Warranties and Covenants

Seller Represents that as of the date of this Agreement and through the Closing Date that:

Section 6.1 Seller is the sole owner of the Real Property and has good and marketable fee title thereto, subject only to the conditions and exceptions set forth herein.

Sellers Initials: _____

7

Buyers Initials:  _____

Section 6.2 This Agreement is a legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with all material terms.

Section 6.3 To the best of Seller's knowledge there are no claims, litigations, actions, suits or proceedings, administrative or judicial, filed or pending against Seller with respect to the Real Property, this Agreement or the transactions contemplated hereby, at law or in equity, before any federal, state or local court, regulatory agency, or other government agency; there are no claims that Seller's operation of the Real Property has not complied with all applicable laws that are now in effect that pertain to the Real Property.

ARTICLE 7

Miscellaneous

Section 7.1 Breach of Representations, Warranties and Covenants. All representations, warranties and covenants made as part of this Agreement are material and are relied upon by the parties.

Section 7.2 Successors and Assigns, No Assignment. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest. The parties acknowledge and agree that this Agreement shall not be assignable by Buyer without the prior written acknowledgment and permission of Seller.

Section 7.3 Time. Time is of the essence of this Agreement.

Sellers Initials: _____

8

Buyers Initials:  _____

Section 7.4 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, Seller and Buyer agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and /or materials, including additional escrow instructions carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effectuate the transaction contemplated by this Agreement.

Section 7.5 Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by any party shall be in writing delivered either by a) personal delivery, b) prepaid overnight delivery service or c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Seller: City of Fallon
c/o Trent deBraga
55 W. Williams Ave.
Fallon, NV 89406

To Buyer: Gregory J. Berry
c/o Eric Anderson
P.O. Box 18790
Reno, NV 89511

Notices by overnight delivery service shall be effective on the date they are officially recorded as delivered to the intended recipient. All notices delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressees and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

Sellers Initials: _____

9

Buyers Initials: _____

Section 7.6 Governing Law/Venue. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to agreements negotiated, executed and performed in Nevada, by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state and venue for any action brought to enforce the terms of this Agreement shall be exclusively in the Tenth Judicial District Court of the State of Nevada in and for Churchill County.

Section 7.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modifications, or amendments of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 7.8 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

Section 7.9 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

Sellers Initials: _____

10

Buyers Initials: _____

Section 7.10 Attorney's Fees In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

Section 7.11 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 7.12 Agents. The parties acknowledge and agree that the purchase and sale of the Real Property is done in the absence of a Real Estate Agent for either party. Should such a contract exist between any party and a Real Estate Agent, the contracting party shall bear all of the responsibilities of that contract independent of this Agreement.

Section 7.13 Attorneys. Seller and Buyer will each be responsible for the fees and expenses of their respective attorneys.

Sellers Initials: _____

11

Buyers Initials: _____



Section 7.14 Signatures. Each of the signatories hereto warrants and represents that it is competent and authorized to enter into this Agreement and to bind its respective party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first above written.

SELLER:

KEN TEDFORD, Mayor
City of Fallon

MICHAEL O'NEILL, Clerk
City Clerk/Treasurer
City of Fallon

BUYER:

GREGORY J. BERRY

Sellers Initials: _____

12

Buyers Initials: _____



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 28, 2025
 AGENDA DATE: May 6, 2025
 TO: The Honorable City Council
 FROM: Trent deBraga, City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of approximately 6,428 square feet of land from a parcel located at 1080 W. Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-191-27 from Gregory J. Berry in the amount of ninety-three thousand two hundred seventy dollars and 28/100 (\$93,270.28). **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of approximately 6,428 square feet of land from a parcel located at 1080 W. Williams Avenue, Fallon, Churchill County, Nevada, and further identified as APN 001-191-27 from Gregory J. Berry in the amount of ninety-three thousand two hundred seventy dollars and 28/100 (\$93,270.28).

DISCUSSION: As part of the City's redevelopment plans to extend Whitaker Lane north from Williams Avenue to Auction Rd., the City needs to acquire approximately 6,428 square feet of land from the real property commonly known as 1080 W. Williams Avenue, that is owned by Gregory J. Berry. The subject property is depicted as lot 3A on the parcel map for Gregory J. Berry that was approved by the City Council on April 15, 2025. If approved, the transaction will proceed to escrow and the Mayor will have the authority to sign any document necessary to consummate the transaction.

FISCAL IMPACT: \$93,270.28 and related escrow fees and costs.

FUNDING SOURCE: City of Fallon General Fund

PREPARED BY: Trent deBraga, City Attorney

**PURCHASE AND SALE AGREEMENT AND
ESCROW INSTRUCTIONS**

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS

("Agreement") is made and entered into this ___ day of _____ 2025, by and between GREGORY J. BERRY, an unmarried man ("Seller"), and the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Buyer").

RECITALS:

WHEREAS, Seller is the owner of certain real property situated in the City of Fallon, County of Churchill, State of Nevada, commonly referred to as 1080 W. Williams Avenue, and identified by Churchill County Assessor's Parcel Number 001-191-27.

WHEREAS, on April 15, 2025, the City of Fallon City Council approved a Parcel Map for Gregory J. Berry that split Churchill County Assessor's Parcel Number 001-191-07 into two parcels; specifically, LOT 3A consisting of approximately 6,428 square feet and LOT 3 consisting of approximately 23,930.09 square feet ("PARCEL MAP"). Said PARCEL MAP is attached hereto as "**Exhibit A**".

WHEREAS, Seller desires to sell and Buyer desires to purchase LOT 3A as depicted on the PARCEL MAP, which is more particularly described as set forth in "**Exhibit B**" attached hereto (the "Real Property") and incorporated hereby, together with all its improvements, hereditaments and appurtenances.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING and the mutual agreements hereinafter contained, Seller and Buyer agree as follows:

Sellers Initials:  _____

1

Buyers Initials: _____

ARTICLE 1

Escrow Instructions

Section 1.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions to WESTERN NEVADA TITLE COMPANY OF NEVADA, a Nevada corporation, located at 2215 W. Williams Avenue, Suite A, Fallon, Nevada (the "Escrow Agent"), upon acceptance by the Escrow Agent of this Agreement as instructions to it and shall govern the close of escrow as set forth below. The Escrow Agent may supplement these instructions with its usual and customary escrow instructions, provided however, that any additional instructions do not contradict the terms set forth herein.

ARTICLE 2

Purchase and Sale of Real Property

Section 2.1 Purchase. Seller agrees to sell and Buyer agrees to purchase the Real Property on the terms and conditions set forth in this Agreement.

Section 2.2 Consideration. The purchase price for the Real Property ("Purchase Price") shall be NINETY-THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND 28/100 (\$93,270.28), United States currency.

ARTICLE 3

Survey and Parcel Division

Section 3.1 Parcel Division. Seller and Buyer acknowledge that the PARCEL MAP was approved by the Fallon City Council on April 15, 2025. Buyer and Seller acknowledge and agree that said PARCEL MAP created LOT 3A, consisting of

Sellers Initials: 

2

Buyers Initials: _____


approximately 6,428 square feet, and LOT 3 consisting of approximately 23,930.09 square feet. Seller and Buyer acknowledge that the real property description set forth in **Exhibit B** is derived from preliminary survey work, is an approximation of the intended, final property boundary description, and that the final boundary line may deviate from this initial description. Seller and Buyer hereby acknowledge and agree that if there is any discrepancy between the real property description set forth in **Exhibit B**, and LOT 3A as depicted on the PARCEL MAP, that LOT 3A as depicted on the PARCEL MAP shall prevail and become the legal description of the Real Property which is the subject of this Agreement.

Following the close of escrow, Buyer intends to create a public road upon the Real Property (LOT 3A of PARCEL MAP). Buyer agrees that upon its construction of the public road, and subject to Nevada Department of Transportation permit approval, if any shall become necessary, Buyer shall include a minimum 175-foot concrete driveway apron along the east side of Whitaker Lane north (LOT 3 of parcel division map) to provide an adequate concrete structural section and access to Seller's property depicted as LOT 3 on the PARCEL MAP. Buyer agrees to consult with Seller and Eric Anderson of Bighorn Consulting if the proposed 175-foot concrete driveway apron cannot be met.

ARTICLE 4

Title

Section 4.1 Title to Real Property. Title to the Real Property shall be evidenced by a Grant, Bargain and Sale Deed conveying good and marketable title to the Real Property to Buyer in fee simple, free and clear of all liens and encumbrances subject only

Sellers Initials:  _____


3

Buyers Initials: _____

to the title exceptions approved by Buyer during the Investigation Period described below. Buyer shall pay for a standard ALTA owner's policy of title insurance issued by title insurance agents of Escrow Agent in favor of Buyer in the amount of the Purchase Price, insuring title to the Real Property.

Section 4.2 Permitted Exceptions. Within three (3) days from the effective date of this Agreement, Buyer shall open an escrow with the Escrow Agent and Buyer shall order a preliminary title report ("Title Report") on the Real Property with instructions to provide a copy of said report to Seller and Buyer upon its completion. Buyer shall be allowed twenty (20) days from the receipt of the Title Report to examine the title to the Real Property and to give notice to Seller of any objections thereto. All exceptions to the title contained in the Title Report (other than monetary liens) shall be deemed permitted exceptions unless written notice of objection is given by Buyer to Seller within said twenty (20) days. If Buyer objects to any exceptions to the title, Seller shall use due diligence to the extent possible, to remove such exceptions at Seller's own expense before the Closing Date. If such exceptions cannot be removed before the Closing Date, all rights and obligations hereunder may, at the election of Buyer, terminate. If Seller is unwilling or unable to remove such Buyer objections, Seller shall so notify Buyer within ten (10) days of receipt of said objections and in that event Buyer may terminate this Agreement.

Section 4.3 No Further Encumbrances. While this Agreement is in effect, Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or

Sellers Initials:  _____

4

Buyers Initials: _____

agreements whatsoever affecting the Real Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Real Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain the consent of a beneficiary under any deed of trust and/or mortgage under any mortgagee under any mortgage on the Real Property to enter into this Agreement, if such consent is required under the terms of such deed of trust and/or mortgage.

ARTICLE 5

Closing Date and Closing Date Obligation

Section 5.1 Closing Date. The "Closing Date" shall be at such time as all funds are deposited to escrow and Escrow Agent can provide an ALTA policy of title insurance in favor of Buyer in the amount of the Purchase Price, subject only to the exceptions described in Section 4.1 above. Escrow shall close no later than sixty (60) days from the effective date of this Agreement and all ownership rights to the Real Property shall pass to Buyer by said date.

Section 5.2 Apportionment of Certain Times; Deferred Taxes. All real and personal property taxes, assessments, and utility charges of whatsoever nature shall be apportioned as of the Closing Date.

In making apportionments, all property taxes, assessments and similar items will be prorated on the basis of the number of days in the period in question before and after the Closing Date. The amounts to be apportioned under the provisions

Sellers Initials:  _____

5

Buyers Initials: _____

of this Section shall be apportioned and paid as soon as they can be calculated.

Section 5.3 Buyer's Obligations. On or before the Closing Date, Buyer shall deliver to the Escrow Agent the following:

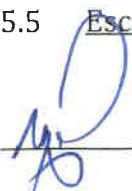
- a) Cash, certified check, or electronic funds transfer in the amount of NINETY-THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND 28/100 (\$93,270.28);
- b) An amount equal to the premium on a standard ALTA owner's policy of title insurance;
- c) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;
- d) An amount equal to Buyer's share of items to be apportioned as provided in Section 5.2.

Section 5.4 Seller's Obligations. On or before the Closing Date, Seller shall:

- a) Deliver to the Escrow Agent the executed Grant, Bargain and Sale Deed to be recorded at the recorder's office of the County of Churchill, State of Nevada;
- b) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;
- c) Seller agrees to pay from their proceeds at close of escrow an amount equal to Seller's share of items to be apportioned as provided in Section 5.2.

Section 5.5 Escrow Agent's Obligations. On the Closing Date, the Escrow Agent

shall:

Sellers Initials:  _____

6

Buyers Initials: _____

- a) Issue and deliver to Buyer its ALTA owner's policy of title insurance in favor of Buyer in the amount of the Purchase Price;
- b) Record the original of the Grant, Bargain and Sale Deed and deliver a copy of the same to the Buyer;
- c) Pay all sums deposited by Buyer to Seller (less any charges to Seller);
- d) Make the apportionment required by Section 5.2 of this Agreement;
- e) Pay itself its escrow fee and its premium on its title policy; and
- f) Close the Escrow.

ARTICLE 6

Seller's Representations, Warranties and Covenants

Seller Represents that as of the date of this Agreement and through the Closing Date that:

Section 6.1 Seller is the sole owner of the Real Property and has good and marketable fee title thereto, subject only to the conditions and exceptions set forth herein.

Section 6.2 This Agreement is a legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with all material terms.

Section 6.3 To the best of Seller's knowledge there are no claims, litigations, actions, suits or proceedings, administrative or judicial, filed or pending against Seller with respect to the Real Property, this Agreement or the transactions contemplated

hereby, at law or in equity, before any federal, state or local court, regulatory agency, or
 Sellers Initials: 42 7 Buyers Initials: _____

other government agency; there are no claims that Seller's operation of the Real Property has not complied with all applicable laws that are now in effect that pertain to the Real Property.

ARTICLE 7

Miscellaneous

Section 7.1 Breach of Representations, Warranties and Covenants. All representations, warranties and covenants made as part of this Agreement are material and are relied upon by the parties.

Section 7.2 Successors and Assigns, No Assignment. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest. The parties acknowledge and agree that this Agreement shall not be assignable by Buyer without the prior written acknowledgment and permission of Seller.

Section 7.3 Time. Time is of the essence of this Agreement.

Section 7.4 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, Seller and Buyer agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and /or materials, including additional escrow instructions carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effectuate the transaction contemplated by this Agreement.

Section 7.5 Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by any party shall be in
 Sellers Initials: YS 8 Buyers Initials: _____

writing delivered either by a) personal delivery, b) prepaid overnight delivery service or c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Seller: Gregory J. Berry
c/o Eric Anderson
P.O. Box 18790
Reno, NV 89511

To Buyer: City of Fallon
c/o Trent deBraga
55 W. Williams Ave.
Fallon, NV 89406

Notices by overnight delivery service shall be effective on the date they are officially recorded as delivered to the intended recipient. All notices delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressees and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

Section 7.6 Governing Law/Venue. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to agreements negotiated, executed and performed in Nevada, by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state and venue for any action brought to enforce the terms of this

Sellers Initials: 

9

Buyers Initials: _____

Agreement shall be exclusively in the Tenth Judicial District Court of the State of Nevada in and for Churchill County.

Section 7.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modifications, or amendments of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 7.8 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

Section 7.9 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

Section 7.10 Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

Sellers Initials: 

10

Buyers Initials: _____

Section 7.11 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 7.12 Agents. The parties acknowledge and agree that the purchase and sale of the Real Property is done in the absence of a Real Estate Agent for either party. Should such a contract exist between any party and a Real Estate Agent, the contracting party shall bear all of the responsibilities of that contract independent of this Agreement.

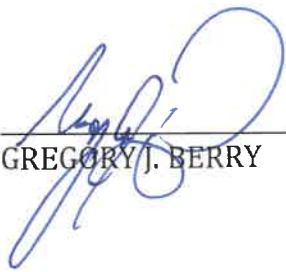
Section 7.13 Attorneys. Seller and Buyer will each be responsible for the fees and expenses of their respective attorneys.

Section 7.14 Signatures. Each of the signatories hereto warrants and represents that it is competent and authorized to enter into this Agreement and to bind its respective party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first above written.

SELLER:
Sellers Initials: AB

BUYER:
Buyers Initials: _____



GREGORY J. BERRY

KEN TEDFORD, Mayor
City of Fallon

MICHAEL O'NEILL
City Clerk/Treasurer
City of Fallon


Sellers Initials: 

Exhibit A



Exhibit B

EXHIBIT "C"
LEGAL DESCRIPTION
LOT 3A

All that certain real property lying within a portion of the South One-Half (S 1/2) of Section Twenty-Five (25), Township Nineteen (19) North, Range Twenty-Eight (28) East, Mount Diablo Base and Meridian, in the City of Fallon, County of Churchill, State of Nevada, being a portion of Lot 3, according to that Record of Survey 291099, recorded on July 12, 1995, as shown on Record of Survey 504361 recorded on October 17, 2023, in the Official Records of said county, being that portion of the following described Lot,:

BEGINNING at the southwest corner of Lot 3, also being the northerly right-of-way of Williams Avenue (also known as US Highway 50), according to that Record of Survey 291099, recorded July 12, 1995, in the official records of said county;

THENCE along said right-of-way, South 89°55'38" East, 29.71 feet;

THENCE departing said northerly right-of-way, the following five (5) courses and distances:

- 1) Along curve concave to the northeast having a radius of 20.00 feet and to which point a radial line bears North 34°08'37" East, 19.42 feet along said curve through a central angle of 55°37'31";
- 2) North 00°13'52" East, 114.09 feet, to the beginning of a tangent curve to the right;
- 3) 46.04 feet along the arc of a 100.00 foot radius curve, through a central angle of 26°22'44";
- 4) North 26°08'52" East, 32.47 feet to the beginning of a tangent curve to the right;
- 5) From a radial which bears South 13°21'00" East, 17.63 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 50°30'08", to the southerly right-of-way of Auction Road;

THENCE North 63°17'33" West, 66.53 feet along the said southerly right-of-way and to the northwest corner of said Lot 3;

THENCE departing said southerly right-of-way and along the westerly boundary of said Lot 3, South 00°15'10" East, 244.76 feet, to the POINT OF BEGINNING.

Containing 6,428 square feet of land, more or less;

The Basis of Bearings for this description is said Record of Survey 504361 recorded on October 17, 2023, in the Official Records of said county.

This description is not intended to be used for the division of property or any use that would violate the Nevada Map Act (Nevad Revised Statutes, Chapter 278) or any other laws.

Prepared by:

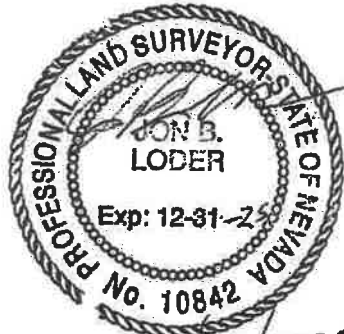
J-U-B Engineers, Inc.

5190 Neil Road, Suite 500

Reno, Nevada 89502

Jon Loder, P.L.S.

Nevada Certificate No. 10842



4/24/2025



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 30, 2025
 AGENDA DATE: May 6, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible action to approve the Cooperative Agreement between the City of Fallon and the State of Nevada acting by and through the Department of Transportation for the Auction Road Improvement Project where the City will be responsible for a five percent (5%) match of Federal funds in an amount not to exceed one hundred seventy-two thousand six hundred thirty-two dollars (\$172,632); and for other matters properly related thereto. **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve the Cooperative Agreement between the City of Fallon and the State of Nevada acting by and through the Department of Transportation for the Auction Road Improvement Project where the City will be responsible for a five percent (5%) match of Federal funds in an amount not to exceed one hundred seventy-two thousand six hundred thirty-two dollars (\$172,632); and for other matters properly related thereto.

DISCUSSION:

The City has been awarded Federal Transportation Alternatives Program funds in the amount of \$3,452,632 for the Auction Road Improvement Project. Pursuant to the agreement, the City of Fallon will be responsible for a five percent (5%) match of the Federal funds in an amount not to exceed one hundred seventy-two thousand six hundred thirty-two dollars (\$172,632) with the State of Nevada through the Department of Transportation covering the remaining ninety-five percent (95%) or three million two hundred eighty thousand dollars (\$3,280,000).

The Auction Road Improvement Project will consist of, among other things, installing sidewalks, curb and gutter, driveways, bike lanes, roadway improvements, and lighting on Auction Road from Williams Avenue (US 50) to S. Allen Road at Williams Avenue (US 50). There will also be a new road

connection between Whitaker Lane and Auction Road with signaling updates. The scope of work can be found after page 10 of the agreement. The attached agreement becomes effective once approved by official action of the governing body of each party.

FISCAL IMPACT: \$172,632

FUNDING SOURCE: Local funds

PREPARED BY: Brian Byrd

CITY OF FALLON

2023 AUCTION ROAD IMPROVEMENT PROJECT

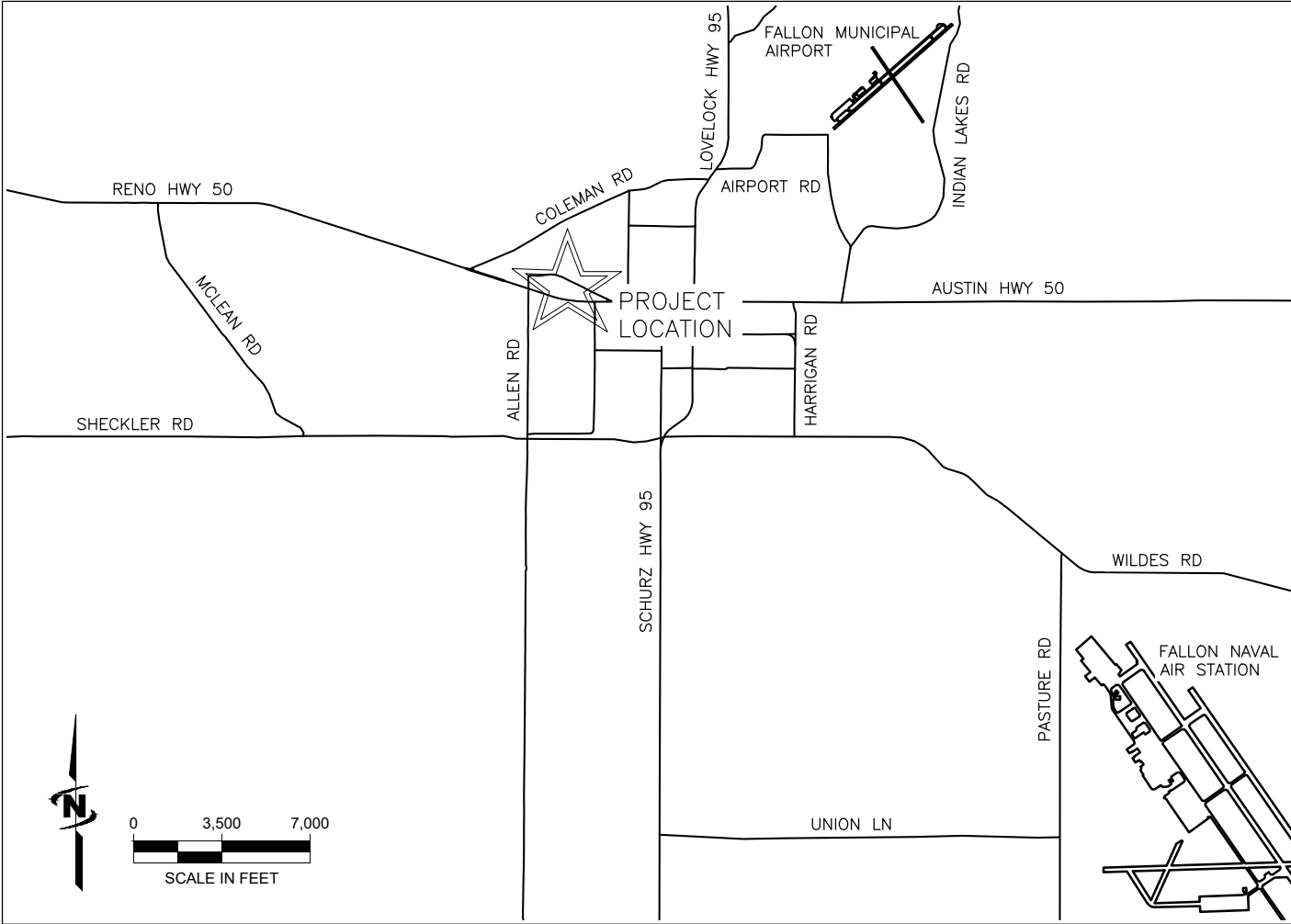
BID #XX/XX-XXX, PWP #XX-202X-XXX

December 2022

CONCEPTUAL DESIGN PLANS - NOT FOR CONSTRUCTION

G = GENERAL
CD = DEMO
C = CIVIL

PROJECT LOCATION MAP



Sheet List Tabl

Sheet Number	Sheet Title
G-001	COVER SHEET
C-101	SITE PLAN OPTION 1 (WITH BIKE LANES) – SHEET 1
C-102	SITE PLAN OPTION 1 (WITH BIKE LANES) – SHEET 2
C-103	SITE PLAN OPTION 1 (WITH BIKE LANES) – SHEET 3
C-104	SITE PLAN OPTION 1 (WITH BIKE LANES) – SHEET 4
C-105	SITE PLAN OPTION 2 (WITHOUT BIKE LANES) – SHEET
C-106	SITE PLAN OPTION 2 (WITHOUT BIKE LANES) – SHEET
C-107	SITE PLAN OPTION 2 (WITHOUT BIKE LANES) – SHEET
C-108	SITE PLAN OPTION 2 (WITHOUT BIKE LANES) – SHEET
C-501	TYPICAL ROADWAY SECTIONS

PREPARED & SUBMITTED BY

GARTH OKSOL, P.E.
PROJECT ENGINEER

DATE _____

CITY OF FALLON OFFICIALS

NAME	MAYOR
NAME	COUNCIL MEMBER WARD 1
NAME	COUNCIL MEMBER WARD 2
NAME	COUNCIL MEMBER WARD 3
NAME	COUNCIL MEMBER WARD 4
NAME	COUNCIL MEMBER WARD 5
NAME	CITY MANAGER

PROJECT No. - 49-22-028



J-U-B ENGINEERS, INC.

5190 Neil Rd, Ste. 500, Reno, NV 89502
p 775 852 1440 w www.jub.com

APPROVED BY: _____ DATE: _____

NAME,
CITY ENGINEER

**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

J-U-B FAMILY OF COMPANIES

BASIS OF BEARING

NORTH AMERICAN DATUM OF 1983/94 (2011), NEVADA STATE PLANES
WEST ZONE. US FOOT (2703)

BASIS OF ELEVATIONS (VERTICAL DATUM):

NAVD 88 BASED ON CITY OF FALLON BENCHMARK XX

REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings, Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

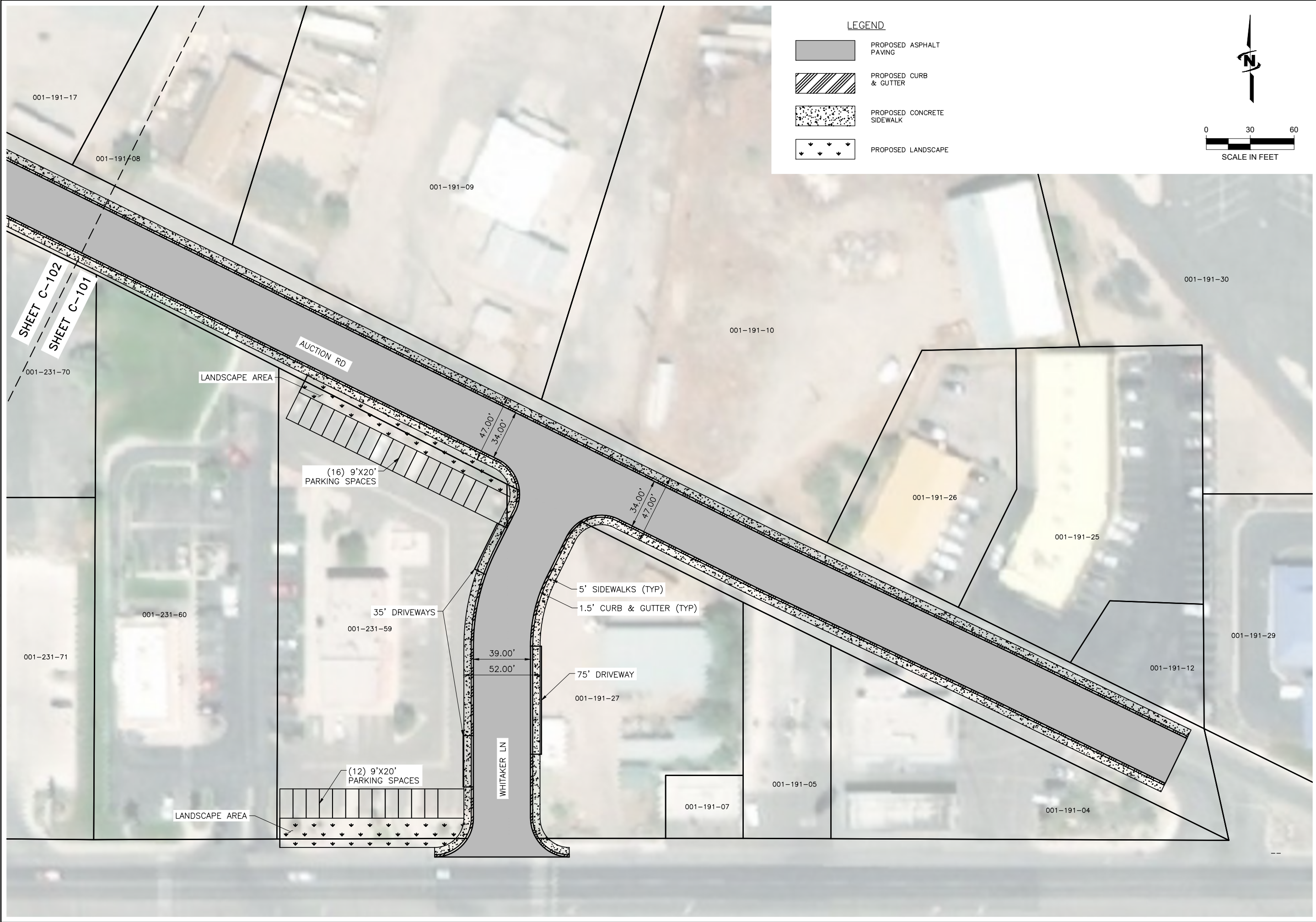
LAST UPDATED: 12/1/2022
 SHEET NUMBER: 1


If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

LAST UPDATED: 12/1/2022

G-0 | 5

Plot Date: 12/1/2022 12:58 PM Plotted By: Michael Kelley
Date Created: 11/15/2022 JUB-001-CENTRAL CLIENTS\NF FALLON\CTY PROJECTS\49-22-028 AUCTION\ROAD DESIGN\CAD SHEET\49-22-028 C-101X SITE PLAN.DWG





Item 9.

J-U-B ENGINEERS, INC.
5190 Neil Road
Suite 500
Reno, NV 89502
Phone: 775.852.1440
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

REUSE OF DRAWINGS
JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND
OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING
SHALL BE REUSED WITHOUT WRITTEN CONSENT OF JUB. ANY
REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S
SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

REVISION		NO.	DESCRIPTION	BY	DATE

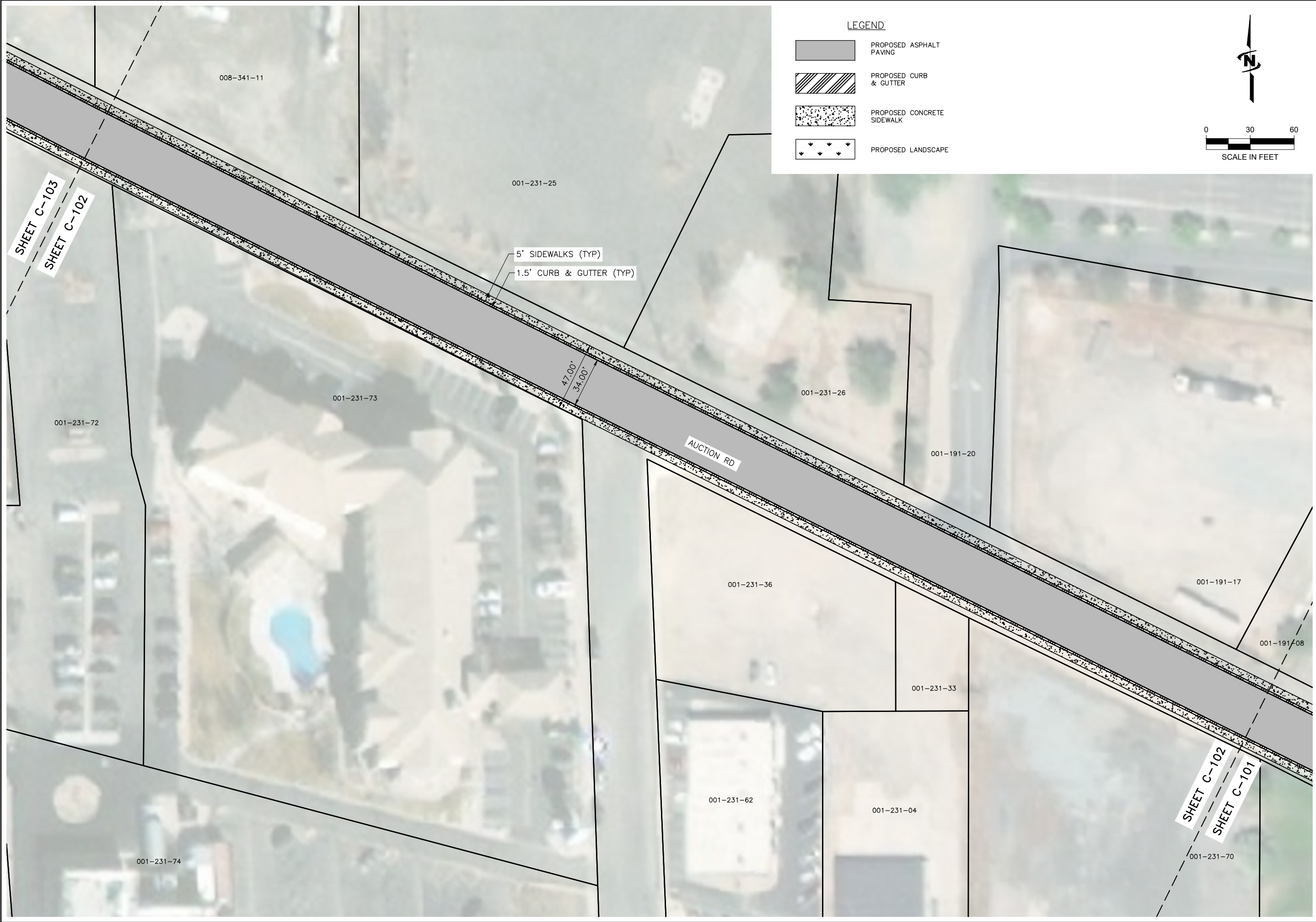
AUCTION ROAD IMPROVEMENTS
CITY OF FALLON-CHURCHILL COUNTY-NEVADA

SITE PLAN OPTION 1 (WITH BIKE LANES) - SHEET 1

FILE : 49-22-028 C-101X SITE PLAN
JUB PROJ. # : 49-22-028
DRAWN BY: MJK
DESIGN BY: GO
CHECKED BY: GO
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 12/1/2022

SHEET NUMBER
C-158

Plot Date: 12/1/2022 12:58 PM Plotted By: Michael Kelley
Date Created: 11/13/2022 JUB.COM\CENTRAL\CLIENTS\FALLON\NV\FALLON\PROJECTS\49-22-028 AUCTION ROAD DESIGN\CAD SHEET\49-22-028 C-101X SITE PLAN.DWG



LEGEND

PROPOSED ASPHALT PAVING

PROPOSED CURB & GUTTER

PROPOSED CONCRETE SIDEWALK

PROPOSED LANDSCAPE

03060

SCALE IN FEET

Item 9.

J-U-B ENGINEERS, INC.
5190 Neil Road
Suite 500
Reno, NV 89502
Phone: 775.852.1440
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING AND ANY INFORMATION CONTAINED HEREIN. THIS DRAWING IS THE PROPERTY OF JUB AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

REVISION		BY	DATE
NO.	DESCRIPTION		

AUCTION ROAD IMPROVEMENTS

CITY OF FALLON-CHURCHILL COUNTY-NEVADA

SITE PLAN OPTION 1 (WITH BIKE LANES) - SHEET 2

FILE : 49-22-028 C-101X SITE PLAN

JUB PROJ. # : 49-22-028

DRAWN BY: MJK

DESIGN BY: GO

CHECKED BY: GO

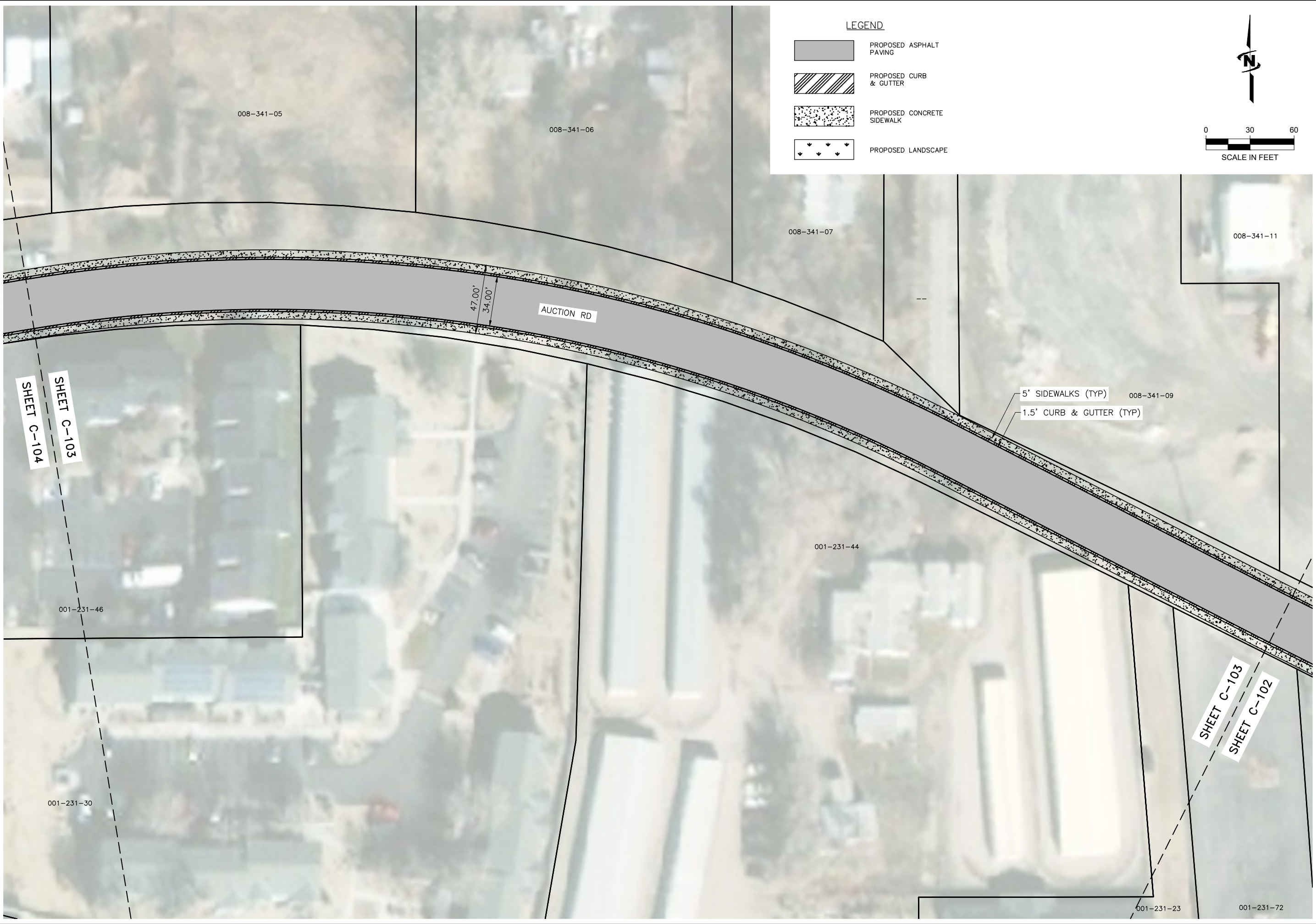
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY


LAST UPDATED: 12/1/2022

SHEET NUMBER

C-159

Plot Date: 12/1/2022 12:58 PM Plotted By: Michael Kelley
Date Created: 11/15/2022 JUB.COM\CENTRAL\CLIENTS\FALLON\NV\FALLON CITY PROJECTS\49-22-028 AUCTION RD\ROAD DESIGN\CAD\SHEET\49-22-028 C-101X SITEPLAN.DWG





Item 9.

J-U-B ENGINEERS, INC.
5190 Neil Road
Suite 500
Reno, NV 89502
Phone: 775.852.1440
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

REUSE OF DRAWINGS

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

REVISION		DATE
NO.	DESCRIPTION	BY / APP.

AUCTION ROAD IMPROVEMENTS
CITY OF FALLON-CHURCHILL COUNTY-NEVADA

SITE PLAN OPTION 1 (WITH BIKE LANES) - SHEET 3

FILE : 49-22-028 C-101X SITEPLAN
JUB PROJ. # : 49-22-028
DRAWN BY: MJK
DESIGN BY: GO
CHECKED BY: GO

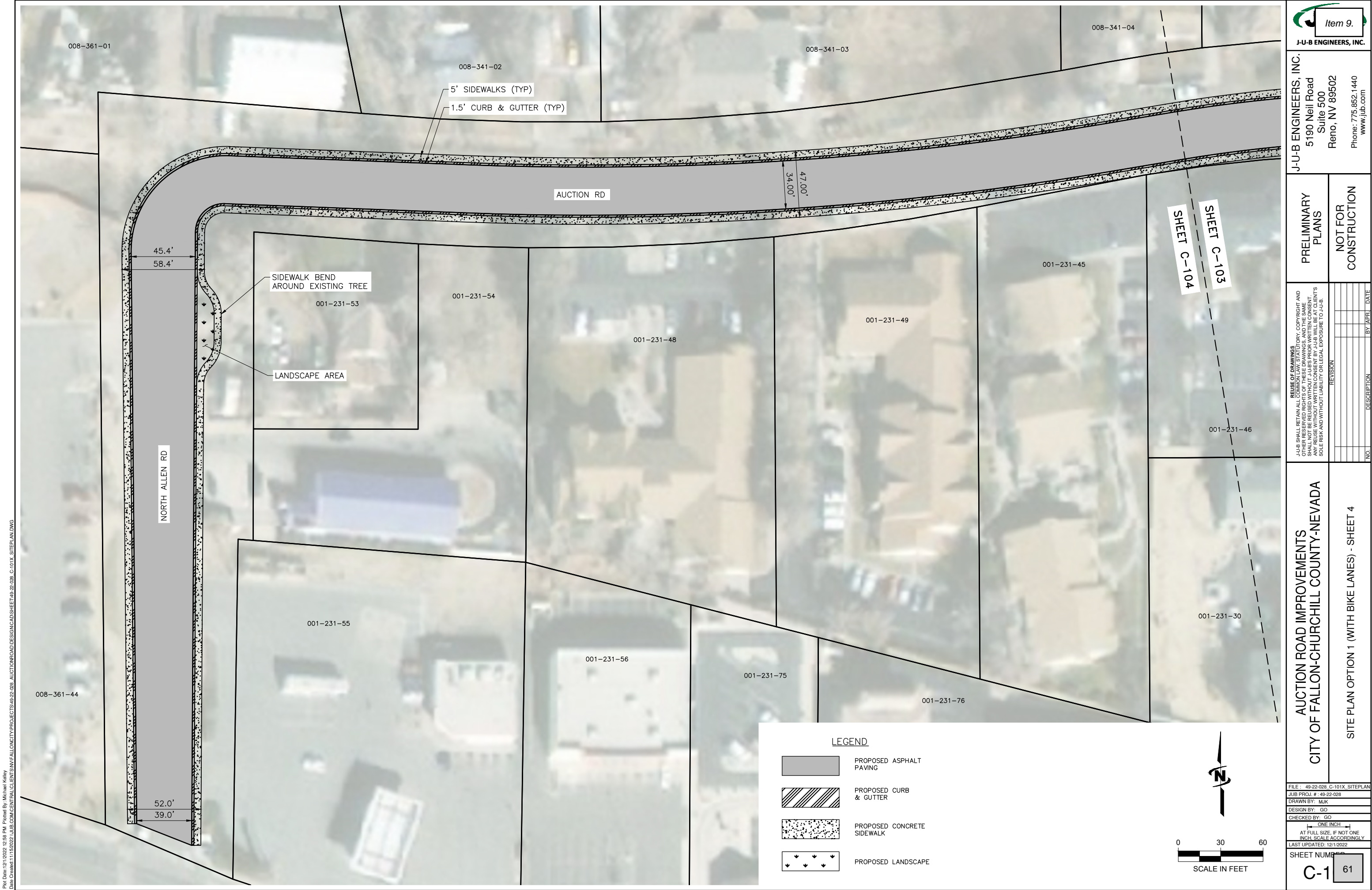
ONE INCH

AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 12/1/2022

SHEET NUMBER

C-160



COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
AUCTION ROAD IMPROVEMENT PROJECT

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Fallon, 55 West Williams Avenue, Fallon, NV 89406 (hereinafter "CITY").

WITNESSETH:

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

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

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

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

WHEREAS, the CITY is willing to agree to design, adjust and/or relocate utility facilities, advertise, award, and manage construction of sidewalks, curb and gutter, bike paths, lighting, and traffic signals as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

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

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Unique Entity Identifier (UEI) VRSWHCKWFLJ5 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

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

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

3. To obligate Federal TAP funding for the PROJECT in a maximum amount of Three Million Two Hundred Eighty Thousand and No/100 Dollars (\$3,280,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disabilities Act (ADA).
8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.
9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.
10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.
11. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
13. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.
14. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules, and regulations.
15. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.
16. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
17. To ensure that all reporting and project documentation, as necessary for financial

management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

18. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications, and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

19. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

20. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

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

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

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

ARTICLE II - CITY AGREES:

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

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

DEPARTMENT, or the CITY.

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

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

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

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

7. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of the federal funds for construction.

8. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT, so long as the terms and conditions are consistent with the terms and conditions contained herein, and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence.

9. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

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

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

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

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

requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

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

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

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

17. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT demonstrating their compliance with 49 CFR Part 26 and, along with any supporting documentation required to clarify the DBE information, for review and conformation by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

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

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

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

21. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements, and any future Federal reporting requirements, and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

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

payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

23. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Seventy-Two Thousand Six Hundred Thirty-Two and No/100 Dollars (\$172,632.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

24. To accept maintenance responsibilities for the improvements consisting of sidewalk, curb and gutter, ADA ramps, lighting, and paving constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

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

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2031, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

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

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

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

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

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 7,200.00
CITY Preliminary Engineering Costs:	\$ 407,098.00
DEPARTMENT Construction Engineering Costs:	\$ 14,300.00
CITY Construction Engineering Costs:	\$ 158,332.00
Construction Costs:	<u>\$ 2,865,702.00</u>

Total Estimated PROJECT Costs: \$ 3,452,632.00

Available Funding Sources:

Federal TAP Funds:	\$ 486,126.00
Federal TAP Flex STBG Funds:	\$ 2,793,874.00
CITY Match Funds:	<u>\$ 172,632.00</u>
<u>Total PROJECT Funding:</u>	\$ 3,452,632.00

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

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

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

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

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

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

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written

notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

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

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Jake Kelgard, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
Email: jkelgard@dot.nv.gov

FOR CITY: Derek Zimney, P.E.
City Engineer
City of Fallon
55 West Williams Avenue
Fallon, NV 89406
Phone: (775) 423-5107
Email: dzimney@fallonnevada.gov

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

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

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

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

19. Failure to declare a breach or the actual waiver of any particular breach of the

Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

33. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

CITY OF FALLON

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

Ken Tedford
Mayor

On behalf of Director

Approved as to Form:

Approved as to Legality & Form:

Trent deBraga
City Attorney

Deputy Attorney General

Attachment A

SCOPE OF WORK Fallon Auction Road Improvements

This project is located within the City of Fallon, NV and consists of installing sidewalk, curb and gutter, driveways, bike lanes, roadway improvements, and lighting on Auction Road from US50 to S Allen Road at US50. There will also be a new road connection between Whitaker Lane and Auction Road with signaling updates. Limits are depicted in the image below.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

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

The following attached provisions and forms:

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

Additional Contract Provisions Supplement to the weekly Certified Payrolls

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

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

Affidavit Required Under Section 112(c)

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

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

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

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

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

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

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

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

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

10. **Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as

on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted

by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

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

For standardization purposes please use the following identification codes:

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

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

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

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

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

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

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

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

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

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

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

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

Item 9.

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

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

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

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

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

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

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

Item 9.

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

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

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

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
 - (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically

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

Item 9.

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

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

Item 9.

STATE OF _____ }
COUNTY OF _____ } SS

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

being duly sworn do depose and say: That _____

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

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

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

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

Signature

Notary Public, Judge or other Official

(SEAL)

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES*Item 9.*

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB

0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Item 9.

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

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

DBE SUBCONTRACTORS:

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

DBE SUPPLIERS:

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

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B): \$** _____**D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount):** _____%_____
Contractor's Signature_____
Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

100

REV. 9/13

BIDDER SUBCONTRACTOR INFORMATION
(For subcontractors exceeding five percent (5%) of the bid amount)

Item 9.

Contract No.: _____ Contractor: _____

Project No(s).: _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature_____
Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Item 9.

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

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

STATE OF _____ }
COUNTY OF _____ } SS

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

Signature

Title

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

(SEAL)

Notary Public, Judge or other Official

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

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

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

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

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

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

Name (please type or print)

Signature

Title

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

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

[illegible]



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 29, 2025
 AGENDA DATE: May 6, 2025
 TO: The Honorable City Council
 FROM: Michael O'Neill
 AGENDA ITEM TITLE: Consideration and possible adoption of Bill No. 804 as Ordinance No. 785: An Ordinance Designated as the "2025 Medium-Term Bond Ordinance"; Providing for the issuance by the City of its General Obligation (Limited Tax) Medium-Term Bond, Series 2025; Providing Covenants, Conditions, and Other Details Concerning the Bond, the Project and General Tax Proceeds; Ratifying Action Previously Taken and Pertaining to the Foregoing by the City and its Officers and Employees; Providing for Adoption as if an Emergency Exists; and Providing Matters Relating Thereto. **(For Possible Action)**

TYPE OF ACTION REQUESTED:

Resolution	(X)	Ordinance
Formal Action/Motion		Other

POSSIBLE COUNCIL ACTION: Motion to adopt Bill No. 804 as Ordinance No. 785: An Ordinance Designated as the "2025 Medium-Term Bond Ordinance"; Providing for the issuance by the City of its General Obligation (Limited Tax) Medium-Term Bond, Series 2025; Providing Covenants, Conditions, and Other Details Concerning the Bond, the Project and General Tax Proceeds; Ratifying Action Previously Taken and Pertaining to the Foregoing by the City and its Officers and Employees; Providing for Adoption as if an Emergency Exists; and Providing Matters Relating Thereto.

DISCUSSION: On November 28, 2023, the Council adopted Resolution No. 24-01 authorizing medium-term obligations in an amount of up to ten million dollars (\$10,000,000) to finance all or a portion of the cost of water projects, sewer projects, airport projects, street improvements, park improvements, and City Hall upgrades; directing the officers of the City to forward materials to the Nevada Department of Taxation for approval. The City received approval from the Department of Taxation on January 11, 2024 authorizing medium-term obligations in an amount of up to ten million dollars (\$10,000,000). On April 2, 2024 the Council authorized a four million dollar (\$4,000,000) General Obligation (Limited Tax) Medium-Term Bond designated as series 2024A.

City staff have identified several projects including water system improvements, sewer system improvements, airport improvements, street improvements, park improvements, and City Hall upgrades. Pursuant to the authorization of November 28, 2023, the City's bond counsel, in conjunction with City staff have, among other things, prepared Bill No. 804 to authorize the issuance of a General Obligation (Limited Tax) Medium-Term Bond for the purpose of financing, all or a portion of the identified projects. Approval of Bill No. 804 as Ordinance No. 785 will authorize the issuance of a medium-term bond not to exceed six million dollars (\$6,000,000).

FISCAL IMPACT: Bond in the amount of six million dollars (\$6,000,000) payable over ten years.

FUNDING SOURCE: General Fund, Airport Fund, Water Fund, and Sewer Fund.

PREPARED BY: Michael O'Neill, City Clerk/Treasurer & Trent deBraga, City Attorney

TO BE PRESENTED TO COUNCIL BY: Michael O'Neill, City Clerk/Treasurer

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FALLON, NEVADA, DESIGNATED AS THE “2025 MEDIUM-TERM BOND ORDINANCE;” PROVIDING FOR THE ISSUANCE BY THE CITY OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BOND, SERIES 2025; PROVIDING COVENANTS, CONDITIONS, AND OTHER DETAILS CONCERNING THE BOND, THE PROJECT AND GENERAL TAX PROCEEDS; RATIFYING ACTION PREVIOUSLY TAKEN AND PERTAINING TO THE FOREGOING BY THE CITY AND ITS OFFICERS AND EMPLOYEES; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING MATTERS RELATING THERETO.

WHEREAS, the City of Fallon in the State of Nevada (the “City” and the “State,” respectively) is a political subdivision of the State duly organized and consolidated as a city under the provisions of chapter 266 of the Nevada Revised Statutes (“NRS”) and the general laws of the State; and

WHEREAS, pursuant to NRS 350.087 to 350.095, inclusive (the “Note Act”), the City is authorized to issue medium-term obligations to finance all or a portion of a new airport FBO building, road projects, park improvements, water improvements, and sewer improvements (collectively, the “Project”); and

WHEREAS, pursuant to the Note Act, the City authorized to issue, as evidence thereof, negotiable medium-term notes or bonds which shall not be paid in whole or in part from a levy of a special tax exempt from the limitations on the levy of ad valorem taxes, but which shall be paid from other legally available funds of the City (subject to certain Constitutional and statutory tax limitations), which must mature not later than 10 years after the date of issuance and must bear interest at a rate or rates which do not exceed by more than 3% the “Index of Twenty Bonds” which was most recently published before bids for their purchase are received; and

WHEREAS, pursuant to NRS 350.087, the City Council of the City (the “Council”) determined to publish a notice (the “Notice”), of its intention to authorize and to issue medium-term obligations in an aggregate principal amount not to exceed \$10,000,000, in a newspaper of general circulation in the City and an affidavit of such publication is on file in the office of the City Clerk (the “Clerk”); and

WHEREAS, the Council adopted by at least a two-thirds majority a resolution authorizing medium-term obligations in the maximum principal amount of \$10,000,000 to finance the Project and additional projects (the “Authorization Resolution”) which contained a finding by the Council that the public interest requires medium-term obligations and a statement of the facts upon which the finding was based, which vote was taken at least 10 days after the publication of the Notice; and

WHEREAS, pursuant to NRS 350.089 and relevant provisions of the Nevada Administrative Code, the Council caused a certified copy of the Authorization Resolution and supporting documents to be submitted to the Executive Director of the Department of Taxation of the State of Nevada (the “Department of Taxation”) for his or her approval; and

WHEREAS, the City received the approval of the Department of Taxation for such medium-term obligations and such approval was recorded in the minutes of the Council as required by NRS 350.089; and

WHEREAS, the City has previously utilized \$4,000,000 of the amount so approved by the Department of Taxation; and

WHEREAS, pursuant to the Authorization Resolution, the Council ordered the medium-term obligations to be offered for sale in the form of medium-term bonds and authorized the City Clerk/Treasurer (the “Clerk/Treasurer”) to arrange for the sale of such medium-term bonds subject to, among other conditions, adoption by the City of this Ordinance specifying the bond terms and details and approving their sale; and

WHEREAS, the Council hereby determines that the bond herein authorized to be issued shall be designated the “City of Fallon, Nevada, General Obligation (Limited Tax) Medium-Term Bond, Series 2025” in an aggregate principal amount not to exceed \$6,000,000 (the “Bond”); and

WHEREAS, the Council has determined and hereby declares and determines that legally available funds of the City will at least equal the amount required in each year for the payment of interest on and the principal of the Bond; and

WHEREAS, pursuant to NRS 350.091, the Council has determined and hereby determines that the maximum term of the Bond does not exceed the estimated useful life of the Project financed with the proceeds of the Bond; and

WHEREAS, the Council has heretofore elected to and hereby determines to issue the Bond in accordance with the provisions of NRS 350.500 through 350.720, and all laws amendatory

thereof, cited in NRS 350.500 by the short title “Local Government Securities Law” (the “Bond Act”); and

WHEREAS, the Council hereby elects to have the provisions of NRS Chapter 348 (the “Supplemental Bond Act”) apply to the Bond; and

WHEREAS, the Council is not authorized to levy general ad valorem taxes (the “General Taxes”) to pay the principal of or interest on the Bond which are exempt from the limitations of any statutes of the State; and

WHEREAS, any General Taxes levied for the purpose of paying principal or interest on the Bond will be subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on General Taxes contained in NRS Sections 354.59811, 354.59813, 354.59815, 354.5982 and 361.453; and

WHEREAS, the Council is therefore authorized and empowered by the City Bond Law, the Note Act, the approval of the Department of Taxation, and the Bond Act, without any further preliminaries:

A. To issue and sell the City’s Bond; and

B. To exercise the incidental powers provided in the Bond Act in connection with the powers authorized therein or as otherwise expressly provided therein; and

WHEREAS, after a sale of the Bond pursuant to NRS 350.105 to 350.195, the Clerk/Treasurer is hereby authorized to sell the Bond to the best bidder therefor (the “Purchaser”), and accept a binding bid for the Bond; and

WHEREAS, the Bond is to bear interest at the rates or rates per annum provided in the bond purchase proposal submitted by the Purchaser (the “Bond Purchase Proposal”) and accepted by the Clerk/Treasurer, which rates must not exceed by more than 3% the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bond, and are to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the Bond, if any, less a discount not exceeding 9% of the principal amount thereof or plus a premium, all as specified in a certificate dated on or after the sale date of the Bond (the “Certificate of the Clerk/Treasurer”); and

WHEREAS, the Council has determined and does hereby declare that each of the limitations and other conditions to the issuance of the Bond in the Bond Act, and in any other relevant act of the State or the Federal Government, has been met and pursuant to Section 350.708

of the Bond Act, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

WHEREAS, the Council has determined and does hereby declare:

- A. This Ordinance pertains to the sale, issuance and payment of the Bond;
- B. Such declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of Subsection 2 of NRS 350.579; and
- C. This Ordinance may accordingly be adopted as if an emergency now exists by an affirmative vote of all of the voting members of the Council (excluding from any such computation any vacancy on the Council and any member thereof who may vote only to break a tie vote), and this Ordinance may become effective at any time when an emergency ordinance of the City may go into effect.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FALLON DOES ORDAIN:

Section 1. Short Title. This ordinance shall be known and may be cited as the “2025 Medium-Term Bond Ordinance” (herein the “Ordinance”).

Section 2. Acceptance of Purchase Proposal. The Clerk/Treasurer is authorized to accept the Bond Purchase Proposal submitted by the Purchaser and execute the Certificate of the Clerk/Treasurer, subject to the terms and conditions specified herein.

Section 3. Ratification. All action heretofore taken by the Council and the officers and employees of the City directed toward the Project and toward the issuance, sale and delivery of the Bond is ratified, approved and confirmed.

Section 4. Necessity of Project and Bond; Authorization of Project. It is necessary and in the best interests of the Council, its officers, and the inhabitants of the City, that the City effect the Project and defray wholly or in part the cost thereof by the issuance of the Bond therefor, and it is hereby so determined and declared. The Council hereby authorizes the Project.

Section 5. Authorization of Bond. For the purpose of providing funds to pay all or a portion of the cost of the Project, the City shall issue the “City of Fallon, Nevada, General Obligation (Limited Tax) Medium-Term Bond, Series 2025” in the aggregate principal amount set forth in the Certificate of the Clerk/Treasurer (not to exceed \$6,000,000). The Bond shall be issued in the form substantially as set forth in Section 21 of this Ordinance.

Section 6. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bond by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute contracts between the City and the owners from time to time of the Bond.

Section 7. General Obligation. All of the Bond, as to the principal thereof and the interest thereon (the “Bond Requirements”), shall constitute a general obligation of the City, which hereby pledges its full faith and credit for their payment.

Section 8. Payment of the Bond. The Bond Requirements of the Bond shall be payable from any monies legally available therefor, and provision for the payment of the Bond Requirements of the Bond shall be made as provided in the Note Act, provided, however, that General Taxes levied for the purpose of paying the principal of or interest on the Bond shall be subject to the limitations contained in the Constitution and statutes of the State, including, without limitation, the limitations on the levy of General Taxes imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453. The City is not authorized to levy General Taxes exempt from the limitations of any of said statutes to pay the Bond Requirements of the Bond. The City hereby irrevocably covenants with the registered owner of the Bond from time to time that it will make sufficient provisions annually in its budget to pay the Bond Requirements of the Bond, when due.

Section 9. Limitations upon Security. The payment of the Bond is not secured by an encumbrance, mortgage, or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bond. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bond.

Section 10. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bond or for any claim based thereon or otherwise upon this Ordinance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of a penalty or otherwise, all such liability, if any, being by the acceptance of the Bond and as a part of the consideration of its issuance specially waived and released.

Section 11. Bond Details. The Bond shall be issued in fully registered form, i.e., registered as to both principal and interest, in compliance with Section 149 of the Tax Code, and

the regulations of the Secretary of the Treasury thereunder. The Bond shall be dated as of the date of delivery of the Bond and shall be issued as a single bond in the aggregate principal amount thereof. The Bond shall bear interest from its date until its maturity date at the rate set forth in the Certificate of the Clerk/Treasurer, calculated on the basis of a 360-day year, payable semiannually on June 1 and December 1 of each year commencing on the June 1, or December 1 first occurring which is at least 45 days after the date of delivery of the Bond; provided that a Bond which is reissued upon transfer, exchange or other replacement shall bear interest at the rate set forth in the Certificate of the Clerk/Treasurer from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bond. The Bond shall mature in each of the designated amounts of principal and designated dates as set forth in the Certificate of the Clerk/Treasurer.

The principal of any Bond shall be payable to the registered owner thereof as shown on the registration records kept by the City Treasurer, as "Registrar" upon maturity thereof and upon presentation and surrender at the office of the City Treasurer, as "Paying Agent;" provided, however, that such presentation and surrender requirement shall only apply on the final maturity date of the Bond and shall not apply to mandatory sinking fund redemption payments. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the 15th day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at his or her address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be

given to the owners of the Bond not less than 10 days prior thereto by first-class mail to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

Section 12. Prior Redemption.

A. Optional Prior Redemption. The Bond, or portions thereof (\$1,000 or any integral multiple), will be subject to redemption prior to maturity, at the option of the City, on and after the dates set forth in the Certificate of the Clerk/Treasurer, in whole or in part at any time, at a price equal to the principal amount of the Bond, or portion thereof, so redeemed, accrued interest thereon to the redemption date, and a premium, if any, computed in accordance with the schedule set forth in the Certificate of the Clerk/Treasurer.

B. Partial Redemption. If only a portion of the Bond is redeemed pursuant to this Section 12, the Registrar shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond for the unredeemed portion thereof. The Paying Agent shall select the portion of the Bond to be redeemed by lot at such times as directed by the City (but at least 30 days prior to the redemption date).

C. Mandatory Redemption. The Bond will be subject to mandatory sinking fund redemption on the dates designated in the Certificate of the Clerk/Treasurer, if any, at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Bond, there shall be deposited into the Medium-Term Debt Service Account, hereinafter created, on or before the dates set forth in the Certificate of the Clerk/Treasurer, a sum which, together with other moneys available therein, is sufficient to redeem (after credit is provided below) on the dates set forth in the Certificate of the Clerk/Treasurer, the principal amounts of the Bond as set forth in the Certificate of the Clerk/Treasurer.

At the option of the City to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation the Bond or portions thereof (\$1,000 or any integral multiple thereof) in

an aggregate principal amount desired by the City or, (ii) specify a principal amount of the Bond or portions thereof (\$1,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. The Bond or portion thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bond or portions thereof to be canceled.

D. Redemption Notice. Unless waived by any owner of the Bond to be redeemed, official notice of prior redemption shall be given by the Registrar on direction of the City, by first-class mail to the registered owner of the Bond or part of which is to be redeemed at the address shown on the records of the Registrar, at least 30 days and not more than 60 days prior to the date fixed for redemption. Failure to give such notice to the registered owner of the Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bond. All such notices of redemption shall be dated and shall state:

- i. the redemption date,
- ii. the redemption prices,
- iii. if less than all of the outstanding Bond is to be redeemed, the identification (and, in the case of partial redemption, the principal amount) of the Bond to be redeemed,
- iv. that on the redemption date the redemption price will become due and payable upon the Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- v. the place where the Bond is to be surrendered for payment of the redemption price, which place of payment shall be the office of the Paying Agent.

The notice of redemption having been given as aforesaid, such Bond or portion of Bond so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or portion of Bond shall cease to bear interest. Upon surrender of

such Bond for redemption in accordance with said notice, such Bond shall be paid by the Paying Agent at the redemption price. Installments of interest due prior to the redemption date and, if the redemption date is an interest payment date, on the redemption date shall be payable as herein provided for payment of interest. Accrued interest due on any Bond which is called for prior redemption on a date which is not an interest payment date will be paid at the time the principal of such Bond is paid. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond of the same maturity in the amount of the unpaid principal. Any Bond which has been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued. A certificate by the Registrar that notice of redemption has been given as provided in this Section shall be conclusive as against all parties; and no owner whose Bond is called for redemption or any other holder of any Bond or any other person may object thereto or may object to the cessation of interest on the redemption date on the ground that he failed actually to receive or see such notice of call and redemption.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bond so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to the owner of the Bond called for redemption in the same manner as the original redemption notice was mailed.

Section 13. Negotiability. Subject to the registration provisions herein provided, the Bond shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code - Investment Securities and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

Section 14. Registration, Transfer, and Exchange of Bond.

A. Records for the registration and transfer of the Bond shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond of a like principal amount and of the same maturity, bearing a number not previously assigned. Any Bond may be exchanged at the Registrar for an equal aggregate principal amount of Bond, as provided in Section 11 hereof. The Registrar shall

authenticate and deliver a Bond which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. Such transfers and exchanges of any Bond shall be without charge to the owner or any transferee, but the Registrar shall require the payment by the owner of any Bond requesting exchange or transfer, of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name the Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 11 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond of a like aggregate principal amount, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

D. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council, upon request.

E. Notwithstanding anything to the contrary set forth in this Ordinance, the Bond may only be transferred in whole to a new owner who is: (i) an affiliate of the original Purchaser of the Bonds; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

Section 15. [RESERVED].

Section 16. Execution and Authentication.

A. Prior to the execution of any Bond by facsimile signature and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor, and the City Clerk/Treasurer each shall file with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bond shall be signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be countersigned and executed with the manual or facsimile signature of the City Treasurer, and shall be countersigned, subscribed, and executed with the manual or facsimile signature of the City Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. By authenticating the Bond initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Mayor, the City Treasurer and the Clerk are hereby authorized and directed to prepare and to execute the Bond as herein provided.

Section 17. Use of Predecessor's Signature. The Bond bearing the signatures of the officers in office at the time of their execution shall be valid and binding obligations of the City, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Mayor, and the City Clerk/Treasurer, at the time of the execution of a signature certificate relating to the Bond, may each adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon the Bond.

Section 18. Incontestable Recital. Pursuant to NRS 350.628, the Bond shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bond and the regularity of its issuance.

Section 19. State Tax Exemption. Pursuant to NRS 350.710, the Bond, its transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to NRS Chapter 375A and the tax on generation skipping transfers imposed pursuant to NRS Chapter 375B.

Section 20. Bond Delivery. After registration by the Registrar and after their execution and authentication as provided herein, the Registrar shall cause the Bond to be delivered to the Purchaser, upon payment being made in accordance with the terms of their sale.

Section 21. Bond Form. Subject to the provisions of this Ordinance, the Bond shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

THE REGISTERED OWNER OF THIS BOND ACKNOWLEDGES AND AGREES THAT THIS BOND MAY ONLY BE TRANSFERRED TO A NEW OWNER WHO IS: (I) AN AFFILIATE OF THE ORIGINAL PURCHASER OF THIS BOND; (II) A "BANK" AS DEFINED IN SECTION 3(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"); (III) AN "ACCREDITED INVESTOR" AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT; OR (IV) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT.

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

CITY OF FALLON, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
MEDIUM-TERM BOND
SERIES 2025

No. _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated As of</u>
_____ % per annum	June 1, ____	_____, 2025

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Fallon, in the County of Churchill and the State of Nevada (the "City," the "County," and the "State," respectively) for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above (unless called for earlier redemption), and to pay interest thereon on June 1 and December 1 of each year, commencing on _____ 1, 202_, at the interest rate per annum specified above, until the principal is paid or payment has been provided for or, if such payment date is not a business day, on the next succeeding business day. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of the initial delivery of this Bond (the "Bond"). The principal of this Bond is payable upon presentation and surrender hereof at the office of the City's paying agent for the Bond or any successor (the "Paying Agent"), presently the City Clerk/Treasurer in Fallon, Nevada who is also now acting as the City's Registrar for the Bond (the "Registrar"); provided, however, that such presentation and surrender requirement shall only apply on the final maturity date of the Bond and shall not apply to

mandatory sinking fund redemption payments. Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond or any predecessor bond is registered (the “registered owner”) in the registration records of the City maintained by the Registrar, at the address appearing thereon, as of the close of business on the 15th day of the calendar month next preceding such interest payment date (the “Regular Record Date”). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the “Special Record Date”). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the registered owner and the Paying Agent, as provided in the ordinance of the City Council of the City (the “Council”) authorizing the issuance of the Bond and designated in Section 1 thereof as the “2025 Medium-Term Bond Ordinance,” duly adopted by the Council (the “Ordinance”). All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar. If this Bond is not paid upon presentation at its maturity, interest at the rate specified above shall continue to be borne hereby until the principal hereof is discharged as provided in the Ordinance.

This Bond is issued by the City upon its behalf and upon the credit thereof, for the purpose of financing all or a portion of the cost of the Project as set forth in the Ordinance, under the authority of and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance.

The Bond, as to the principal thereof and the interest thereon (the “Bond Requirements”), shall be payable from any moneys of the City legally available for the purpose of making such payment and the full faith and credit of the City are hereby irrevocably pledged for making such payment. Provision for the payment of the Bond shall be made as provided in NRS 350.093 and 350.095, provided, however, that ad valorem taxes levied for the purpose of paying the principal of and interest on the Bond are subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on ad valorem taxes contained

in NRS 354.59811, 354.5913, 354.59815, 354.5982 and 361.453. The City is not authorized to levy ad valorem taxes to pay the principal of or interest on the Bond exempt from the limitations of any such statutes, but the City has covenanted in the Ordinance to make sufficient provision annually in its budget to pay the Bond Requirements of the Bond, when due.

The City covenants and agrees with the Registered Owner of this Bond and with each and every person who may become the Registered Owner hereof that it will keep and will perform all of the covenants of the Ordinance.

The Bond is subject to [optional redemption and] mandatory sinking fund redemption as set forth in the Ordinance and the Certificate of the Clerk/Treasurer.

No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

This Bond is not transferable or exchangeable, except as set forth in the Bond Ordinance.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or other instrument pertaining thereto against any individual member of the Council, or any officer or other agent of the City, past, present, or future, either directly or indirectly through the Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

It is hereby certified, recited, declared and warranted that all actions required to be taken prior to the issuance hereof have been had and taken by the City; that the issuance of the Bond has been approved by the Executive Director of the Department of Taxation of the State of Nevada as required by the NRS 350.087 to 350.095, inclusive, and that the principal of the Bond, when added to other City indebtedness, does not exceed the limits on indebtedness of the City provided in the Constitution and statutes of the State.

This Bond shall not be entitled to any benefit under the Ordinance, or be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

[The City has designated the Bond as a “qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code, as amended]

IN WITNESS WHEREOF, the City Council of the City of Fallon, Nevada, has caused this Bond to be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, to be attested, signed and executed with a manual or facsimile signature of the City Clerk, has caused a manual or facsimile impression of the seal of the City to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the City Treasurer, all as of _____, 2025.

CITY OF FALLON, NEVADA

(Manual or Facsimile Signature)
Mayor

(Manual or Facsimile Signature)
City Treasurer

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)
City Clerk

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bond)

Date of authentication
and registration _____

This is the Bond described in the within-mentioned Ordinance, and this Bond has been
duly registered on the registration records kept by the undersigned as Registrar for such Bond.

THE CITY OF FALLON TREASURER
as Registrar

By _____ (Manual Signature)
Authorized Officer

(Form of Registration Panel)

The within Bond is registered in the office of the Registrar, in the name of the last owner listed below, and the principal amount of the Bond and interest thereon shall be payable only to such owner, all in accordance with the within-mentioned Ordinance.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____, 2025		

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the City of Fallon, Nevada, in accordance with the terms of the within-mentioned Ordinance.

<u>Date of Prepayment</u>	<u>Due Date of Installments (or portions thereof)</u>	<u>Principal Amount Prepaid</u>	<u>Signature of Paying Agent</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Form of Assignment for Bond)

For value received, the undersigned hereby sells, assigns and transfers unto the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Name and address of transferee: _____
 Social Security or other tax _____
 identification number of _____
 transferee: _____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever. Signature(s) must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17Ad-15(a)(2).

NOTICE: TRANSFER FEES MUST BE PAID TO THE REGISTRAR IN ORDER TO TRANSFER OR EXCHANGE THIS BOND AS PROVIDED IN THE WITHIN-MENTIONED ORDINANCE.

Section 22. Use of Bond Proceeds. The proceeds realized from the sale of the Bond shall be deposited in a special account hereby created and designated as the “City of Fallon, Medium-Term, Series 2025, Acquisition Account” (the “Acquisition Account”) to be held by the City. Moneys in the Acquisition Account shall be used solely to defray wholly or in part the cost of the Project including, without limitation, as provided in NRS 350.516, all costs of issuing the Bond, and the costs of rebates to the United States under Section 148 of the Internal Revenue Code of 1986, as amended (the “Tax Code”), which the Council hereby determines are necessary and desirable and pertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Acquisition Account shall be deposited into the Medium-Term Debt Service Account, hereinafter created, to be used to pay the principal of and interest on the Bond.

Section 23. Permitted Investments. Any moneys in any account designated in this Ordinance, and not needed for immediate use, may be invested or reinvested in any investments permitted under the laws of the State. For the purpose of any such investment or reinvestment, the securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 24. Use of Investment Gain. Pursuant to NRS 350.658, any gain from any investment and any reinvestment of any proceeds of the Bond shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Acquisition Account to defray, in part, the cost of the Project or, if adequate provision has been made for the Project, into the Medium-Term Debt Service Account, hereinafter created, for the respective payment of the principal of or interest on the Bond or any combination thereof. As provided in Section 28 hereof, any annual General Taxes for the payment of the principal of or interest on the Bond levied after such deposits of any such investment or reinvestment gain, may be diminished to the extent of the availability of such deposit for the payment of such principal or interest.

Section 25. Completion of Project. The City, with the proceeds derived from the sale of the Bond, shall proceed to complete the Project without delay and with due diligence to the best of the City’s ability, as hereinabove provided.

Section 26. Prevention of Bond Default. Subject to the provisions of this Ordinance, the Clerk/Treasurer shall use any Bond proceeds credited to the Acquisition Account, without

further order or warrant, to pay the Bond Requirements of the Bond as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and pertaining to the Project. The Clerk/Treasurer shall promptly notify the Council of any such use.

Section 27. Purchaser Not Responsible. The validity of the Bond shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. The owner of any Bond shall in no manner be responsible for the application or disposal by the City or by any of its officers, agents, and employees of the moneys derived from the sale of the Bond or of any other moneys herein designated.

Section 28. General Tax Levies. Pursuant to NRS 350.596, any sums coming due on the Bond at any time when there are not on hand in the Medium-Term Debt Service Account sufficient funds to pay same shall be promptly paid when due out of the Acquisition Account or out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes legally available therefor. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there is hereby created a separate account designated as the “City of Fallon, Nevada, General Obligation (Limited Tax) Medium-Term Bond, Series 2025, Medium-Term Debt Service Account” (the “Medium-Term Debt Service Account”). Pursuant to NRS 350.592, 350.594, 350.093 and 350.095, except to the extent other funds are legally available therefor, there shall be duly levied immediately after the issuance of the Bond and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installment of interest, and to pay the interest on the Bond becoming due after such initial installment, and to pay and retire the Bond as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to the Medium-Term

Debt Service Account for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bond, subject to the limitation imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453, and Section 2, Art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all such revenues received by the City.

Section 29. Priorities for Bond. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitations imposed by NRS 361.453, 354.59811, 354.59813 and 354.5982 or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it shall become necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by the City for purposes other than the payment of Bond Requirements of the Bond and other bonded indebtedness of the City including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by the City for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453, 354.59811, 354.59813 and 354.5982.

Section 30. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bond shall be kept in the Medium-Term Debt Service Account, which shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

Section 31. Use of General Fund. Any sums becoming due on the Bond at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

Section 32. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, mature, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

Section 33. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bond and the interest thereon. Such General Taxes, when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bond as hereinbefore specified.

Section 34. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal and interest; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements of the Bond have been wholly paid.

Section 35. Protective Covenants. The City covenants and agrees with each and every owner from time to time of the Bond, that:

- A. The Project shall be completed without delay; and
- B. The City will make the principal and interest payments on the Bond at the place, on the date, and in the manner specified according to the true intent and meaning hereof.

Section 36. Tax Covenant. The City covenants for the benefit of the owner of the Bond that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bond if such action or omission (i) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), or (ii) would cause interest on the Bond to lose its

exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bond until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 37. Defeasance. When all Bond Requirements of the Bond have been duly paid, the pledge and lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as so needed to meet the schedule. For the purposes of this Section “Federal Securities” shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof.

Section 38. Further Assurances. The Bond, when duly executed and delivered for the purpose provided for in this Ordinance, shall constitute a warranty by and on behalf of the City for the benefit of the owner of the Bond that the Bond has been issued for a valuable consideration in full conformity with law.

Section 39. Owners Rights. An owner of the Bond issued hereunder shall be entitled to all of the privileges, rights and remedies provided or permitted in the City Bond Law and the Bond Act, and as otherwise provided or permitted by law or in equity or by other statutes, except as otherwise provided herein, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Pledged Revenues and the proceeds of the Bond.

Section 40. Owners Enforcement. Nothing herein affects or impairs the right of any owner of the Bond to enforce the payment of the Bond Requirements or the obligation of the City

to pay the Bond Requirements of the Bond to the owner thereof at the time and the place expressed in the Bond.

Section 41. Amendment of Ordinance. This Ordinance may be amended or supplemented by instruments adopted by the City, without receipt by the City of any additional consideration, but with the written consent of the owner of the then Outstanding Bond at the time of the adoption of the amendatory or supplemental instrument. No such instrument shall permit:

A. A change in the maturity or in the terms of redemption of the principal or any installment thereof of any Outstanding Bond or any installment of interest thereon;

B. A reduction in the principal amount of the Bond or the rate of interest thereon, without the written consent of the owner of the then Outstanding Bond; or

C. A reduction of the principal amount or percentages or otherwise affecting the description of the Bond or the consent of the owner of which is required for any modification or amendment; or

D. The modification of, or other action which materially and prejudicially affects the rights or privileges of the owner of the Bond, without the written consent of the owner of the then Outstanding Bond.

Whenever the City proposes to amend or modify this Ordinance under the provisions hereof, it shall cause notice of the proposed amendment to be mailed within 30 days to the insurer of the Bond, if any, and each owner of the Bond. The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the City Clerk for public inspection.

Whenever at any time within one year from the date of such notice there shall be filed in the office of the City Clerk an instrument or instruments executed by the insurer of the Bond, if any, or the owner of the then Outstanding Bond, which instrument or instruments shall refer to the proposed amendatory instrument described in the notice and shall specifically consent to and approve the adoption of the instrument; thereupon, but not otherwise, the Council may adopt the amendatory instrument and the instrument shall become effective.

Any Bond authenticated and delivered after the effective date of any action taken as provided in this Section may bear a notation by endorsement or otherwise in form approved by the City as to the action. If any Bond so authenticated and delivered shall bear such notation, then upon demand of the owner of any Bond outstanding at such effective date and upon presentation

of his Bond, suitable notation shall be made on the Bond as to any such action. If the City so determines, a new Bond so modified as in the opinion of the City to conform to such action shall be prepared, registered and delivered and upon demand of the owner of any Bond then outstanding, shall be exchanged without cost to the owner of the Bond then outstanding upon surrender of such Bond.

Section 42. Ordinance Irrepealable. After the delivery of the Bond, the provisions of the Bond Act and of this Ordinance shall be a part of the irrevocable contract between the City and the owners of the Bond issued hereunder.

Section 43. Delegated Powers. The officers of the City hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing:

- A. The printing of the Bond; and
- B. The execution of such certificates as may be required by the Purchaser relating to the signing of the Bond, the tenure and identity of the officials of the City, the assessed valuation of the taxable property in and the indebtedness of the City, the rate of General Taxes levied against the taxable property within the City, the delivery of the Bond and the receipt of the bond purchase price, the exemption of interest on the Bond from federal income taxation, the completeness and accuracy of any information provided to the Purchaser in connection with the Bond as of the date of delivery of the Bond, and if it is in accordance with the facts, the absence of litigation, pending or threatened, affecting the validity of the Bond or affecting the completeness or accuracy of such information, the assembly and dissemination of financial and other information concerning the City and the Bond.

Section 44. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Clerk/Treasurer shall reasonably determine that it is in the best interests of the City to appoint a successor Registrar or Paying Agent, the Clerk/Treasurer may, upon notice mailed to the owner of the Bond at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same person or institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same person or institution serve as both Registrar and Paying Agent.

Any successor by merger with the Registrar and Paying Agent is automatically appointed as Registrar and Paying Agent hereunder without any further action of the Council, as long as the successor otherwise is qualified to act as Registrar and Paying Agent pursuant to this Section. Any City officer, bank, trust company or national banking association into which the Registrar and/or Paying Agent or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust business shall be the successor of the Registrar and/or Paying Agent under this Ordinance with the same rights, powers, duties and obligations and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 45. Implied Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, in conflict with this Ordinance, are hereby repealed. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 46. Authentication. This Ordinance, immediately on its passage and adoption, shall be recorded in the official records of the City kept for that purpose, shall be authenticated by the signature of the Mayor of the City, shall be attested by the Clerk, and the seal of the City shall be affixed thereto.

Section 47. Publication and Effective Date. The Council has expressed in the preambles to this Ordinance that it pertains to the sale, issuance, or payment of the Bond, and that this instrument may accordingly be adopted as if an emergency now exists. This Ordinance shall become effective after its publication by its title only, together with a statement that typewritten copies of this Ordinance are available for inspection by interested parties at the office of the Clerk/Treasurer, such publication to be made in a newspaper or newspapers published in Churchill County and which is of general circulation in the City and such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

BILL NO.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FALLON, NEVADA, DESIGNATED AS THE "2025 MEDIUM-TERM BOND ORDINANCE;" PROVIDING FOR THE ISSUANCE BY THE CITY OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BOND, SERIES 2025; PROVIDING COVENANTS, CONDITIONS, AND OTHER DETAILS CONCERNING THE BOND, THE PROJECT AND GENERAL TAX PROCEEDS; RATIFYING ACTION PREVIOUSLY TAKEN AND PERTAINING TO THE FOREGOING BY THE CITY AND ITS OFFICERS AND EMPLOYEES; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above entitled Ordinance was proposed by Councilman_____ at the regular meeting of the City of Fallon City Council held on May 6, 2025, and was passed and adopted at the regular meeting of the City of Fallon City Council held on May 6, 2025, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after the __ day of May, 2025.

IN WITNESS WHEREOF, the City Council of the City of Fallon, Nevada has caused this Ordinance to be published by title only.

DATED this May 6, 2025.

/s/ _____ Ken Tedford
Mayor

Attest:

/s/ Michael O'Neill
City Clerk/Treasurer

(End of Form of Publication of Adoption of Ordinance)

Section 48. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way effect any remaining provisions of this Ordinance.

(SEAL)

Mayor

Attest:

City Clerk

City of Fallon, Nevada

This Ordinance shall be in force and effect from and after the ____ day of May, 2025.

STATE OF NEVADA)
) ss.
 COUNTY OF CHURCHILL)

I, Michael O'Neill, the duly chosen, qualified and acting City Clerk/Treasurer of City of Fallon, Nevada (the "City") do hereby certify:

1. The foregoing pages are a true, perfect and a complete copy of an ordinance adopted by the Council at a lawful meeting of the Council held on May 6, 2025, as recorded in the official record book of the proceedings of the City kept in my office.

2. The members of the Council voted on the introduction of the ordinance on May 6, 2025 as follows:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

3. The members of the Council voted on the final passage of the ordinance as set forth following the resolution.

4. All members of the Council were given due and proper notice of the meeting held on May 6, 2025.

5. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020.

6. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

7. A copy of the notice so given of the meeting of the Council held on May 6, 2004 is attached to this certificate as Exhibit A..

8. A copy of the affidavit of publication of the Ordinance by title after its adoption is attached to this certificate as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand this May 6, 2025.

(SEAL)

Michael O'Neill, City Clerk/Treasurer

Exhibit A

(Attach Copy of Notice of May 6, 2025 Meeting)

Exhibit B

(Attach Affidavit of Publication of Adoption of Bond Ordinance)



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: April 8, 2025
AGENDA DATE: May 6, 2025
TO: The Honorable City Council
FROM: Ronald D. Wenger, Chief of Police
AGENDA ITEM TITLE: Fallon Police Department Monthly Report for February 2025 (For discussion only)
TYPE OF ACTION REQUESTED:
Resolution Ordinance
Formal Action/Motion (X) Other – Discussion Only

POSSIBLE COUNCIL ACTION: For Review Only

DISCUSSION: (Attachment, if necessary)

FISCAL IMPACT: None

FUNDING SOURCE: N/A.

PREPARED BY: Emily Rasmussen

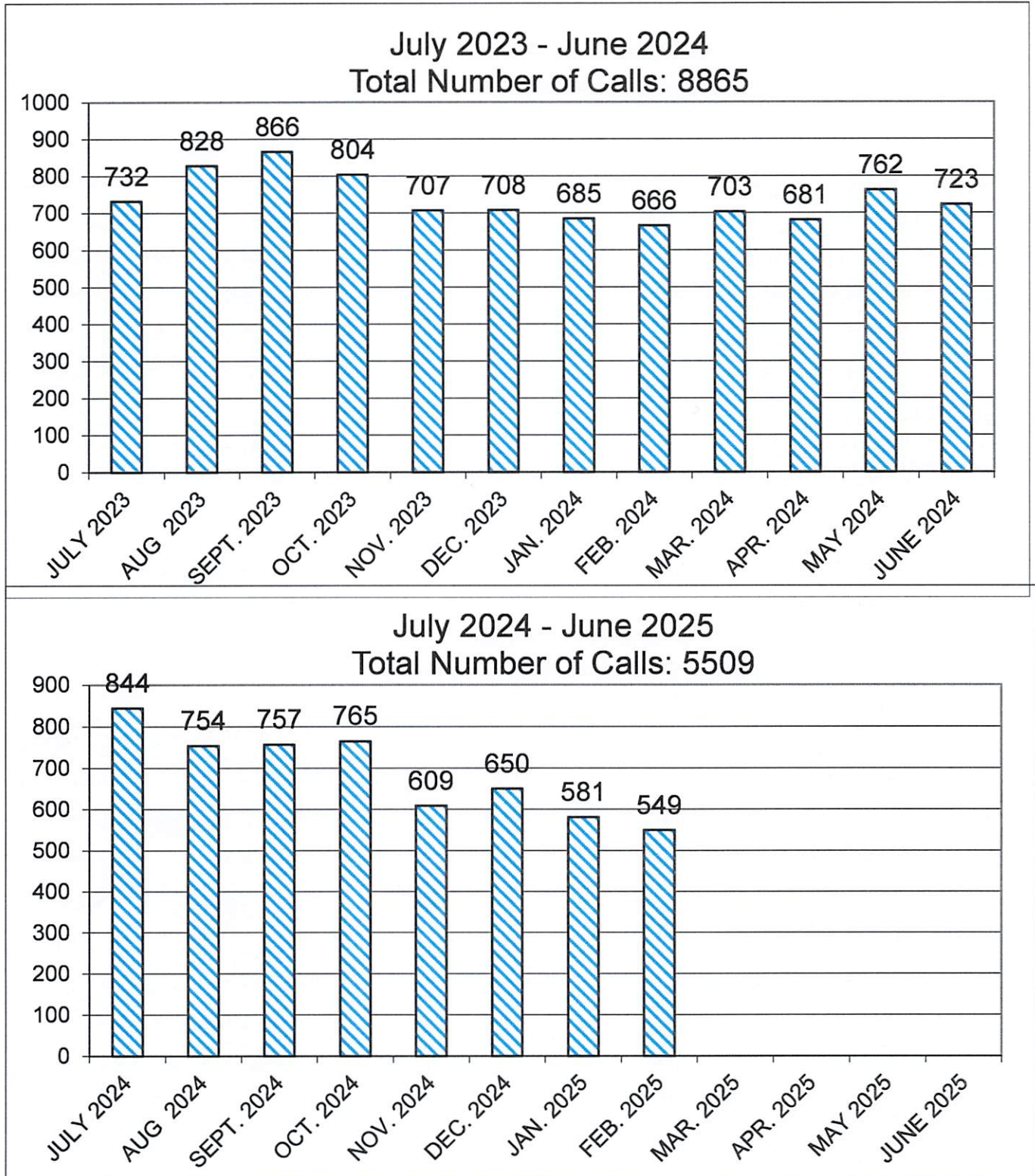
PRESENTED TO COUNCIL BY: Chief Ron Wenger

MONTHLY ACTIVITY REPORT



February 2025

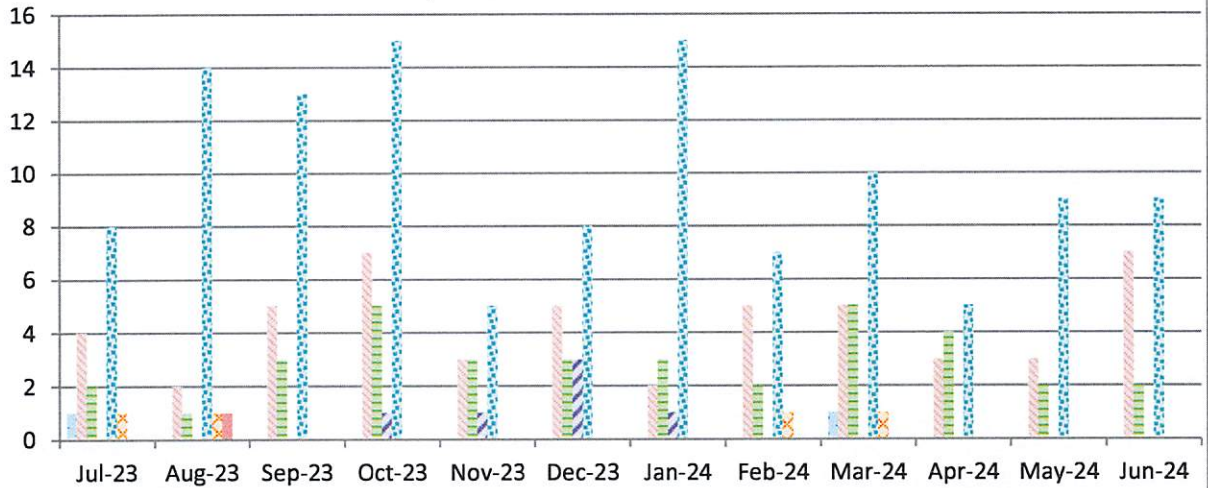
Calls for Service / Total Incidents Reported



Crime Summary

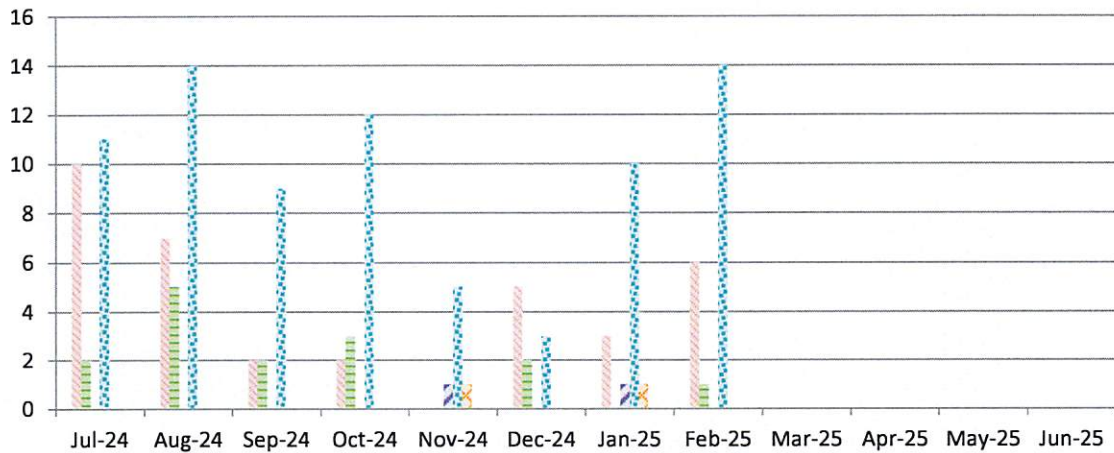
Item 11.

July 2023 - June 2024



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Sex Offense	1	0	0	0	0	0	0	0	1	0	0	0
Domestic Battery	4	2	5	7	3	5	2	5	5	3	3	7
Battery Assaults	2	1	3	5	3	3	3	2	5	4	2	2
Stolen Vehicle	0	0	0	1	1	3	1	0	0	0	0	0
Larceny	8	14	13	15	5	8	15	7	10	5	9	9
Burglary	1	1	0	0	0	0	0	1	1	0	0	0
Robbery	0	1	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0

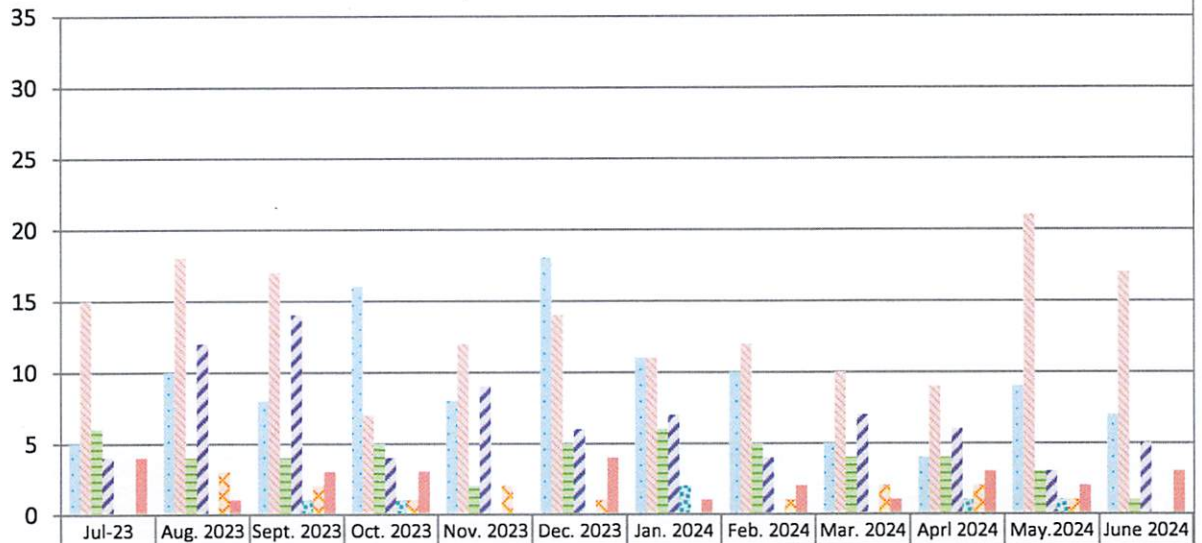
July 2024 - June 2025



	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Sex Offense	0	0	0	0	0	0	0	0				
Domestic Battery	10	7	2	2	0	5	3	6				
Battery Assaults	2	5	2	3	0	2	0	1				
Stolen Vehicle	0	0	0	0	1	0	1	0				
Larceny	11	14	9	12	5	3	10	14				
Burglary	0	0	0	0	1	0	1	0				
Robbery	0	0	0	0	0	0	0	0				
Homicide	0	0	0	0	0	0	0	0				

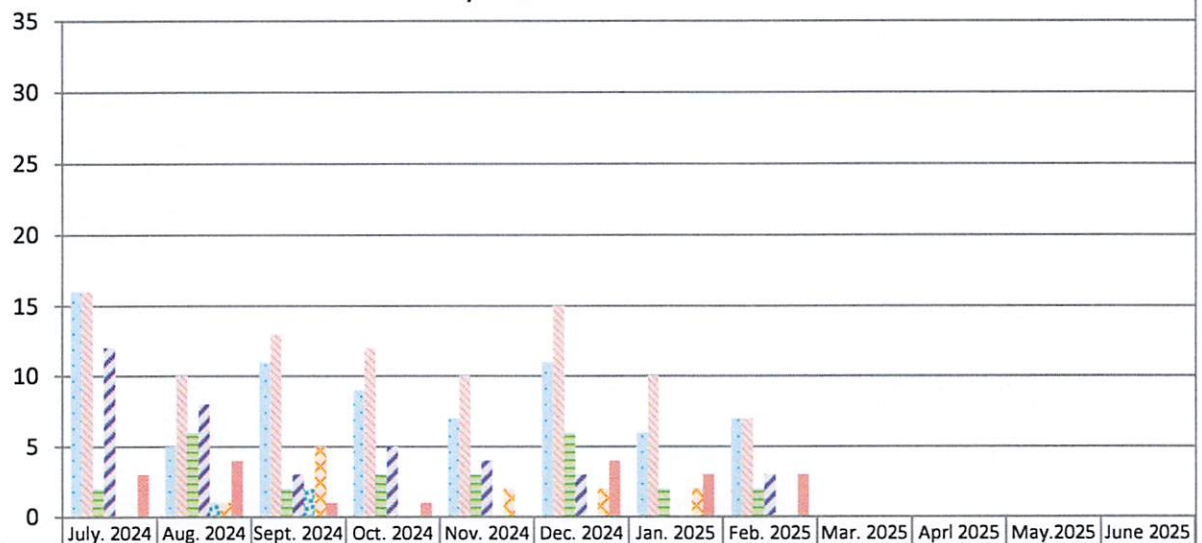
Arrest Summary

July 2023 - June 2024



Felony/GM	5	10	8	16	8	18	11	10	5	4	9	7
Misd.	15	18	17	7	12	14	11	12	10	9	21	17
DUI's	6	4	4	5	2	5	6	5	4	4	3	1
Juvenile Misd.	4	12	14	4	9	6	7	4	7	6	3	5
Juvenile Felony/GM	0	0	1	1	0	0	2	0	0	1	1	0
CPC's	0	3	2	1	2	1		1	2	2	1	0
Domestic Violence	4	1	3	3	0	4	1	2	1	3	2	3

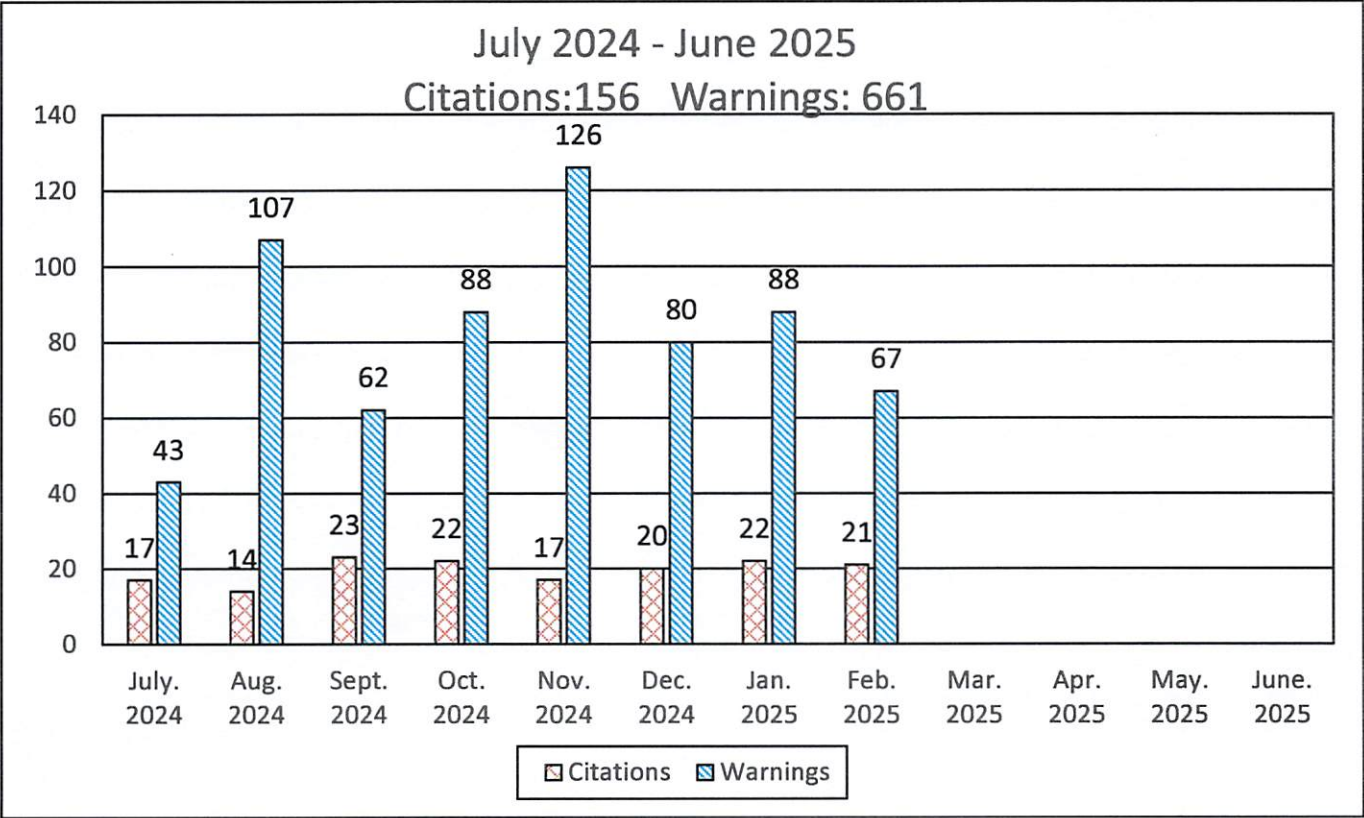
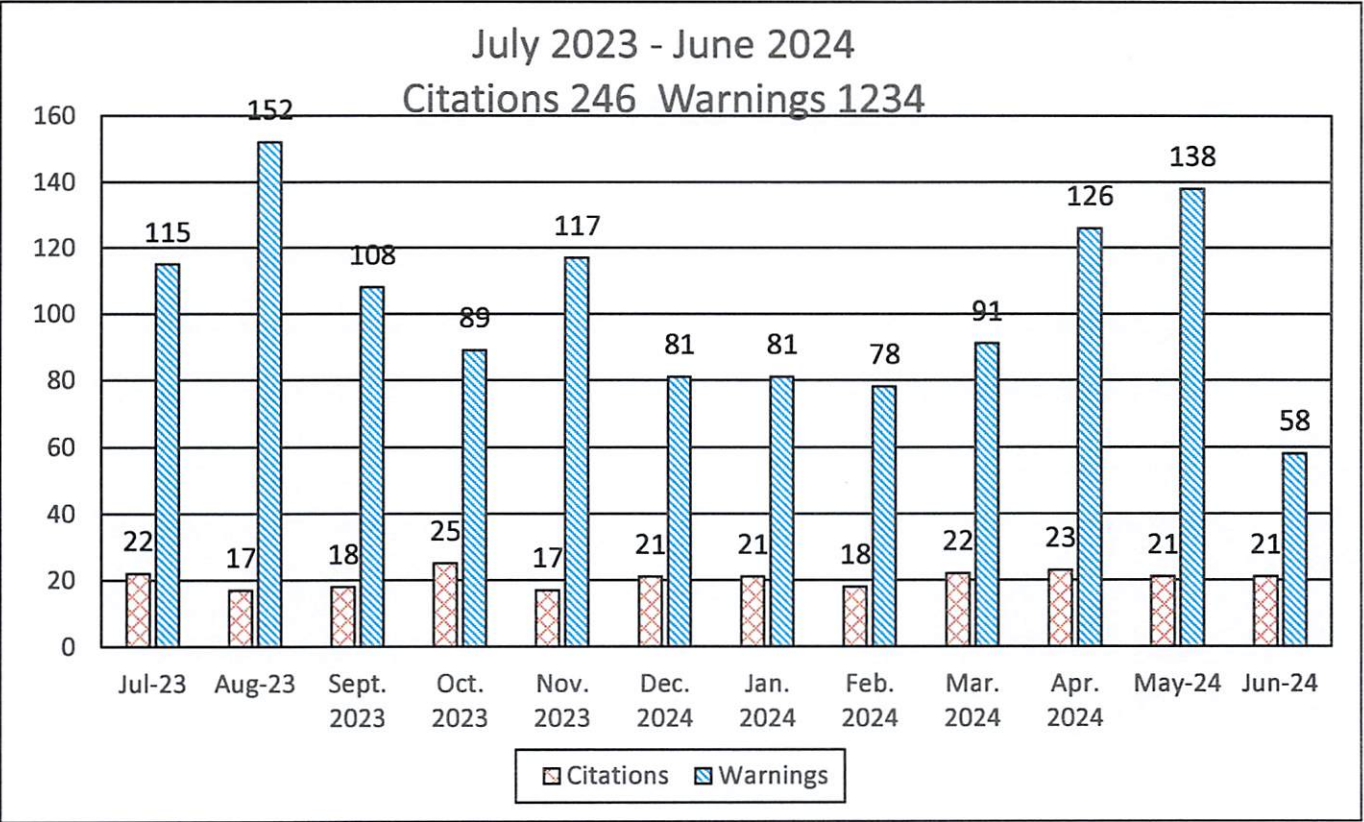
July 2024 - June 2025



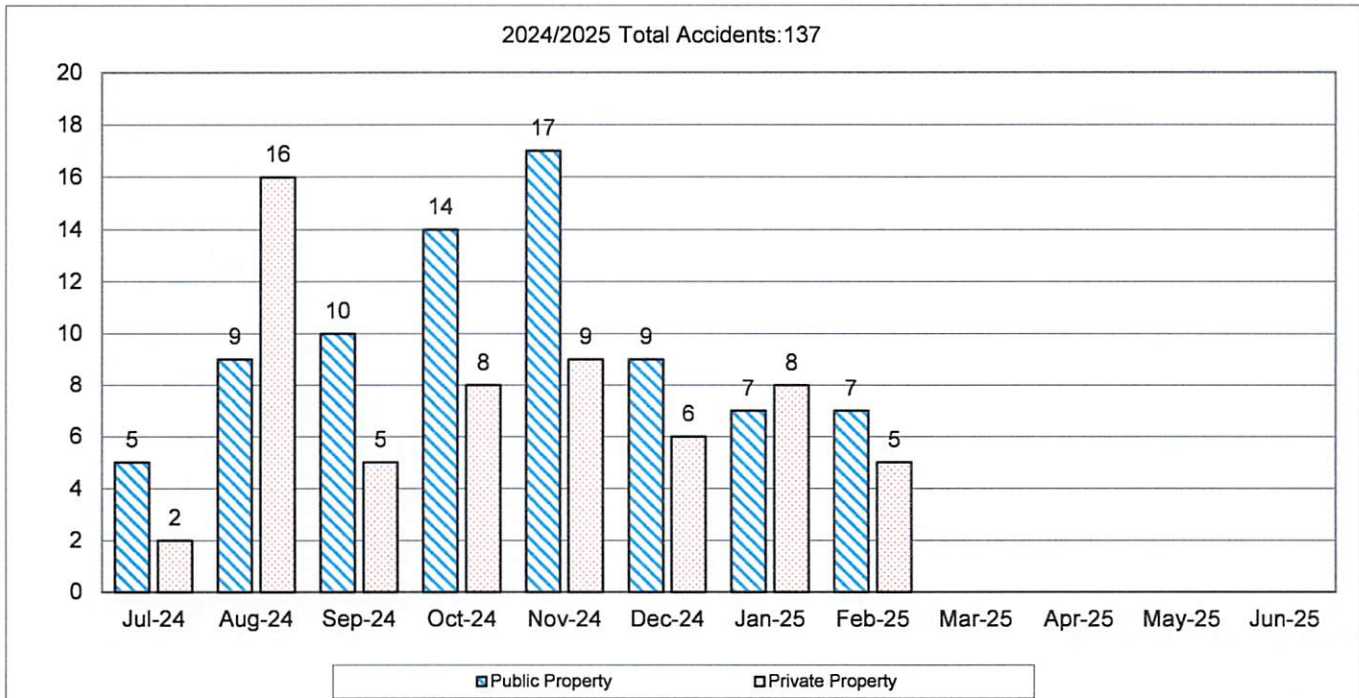
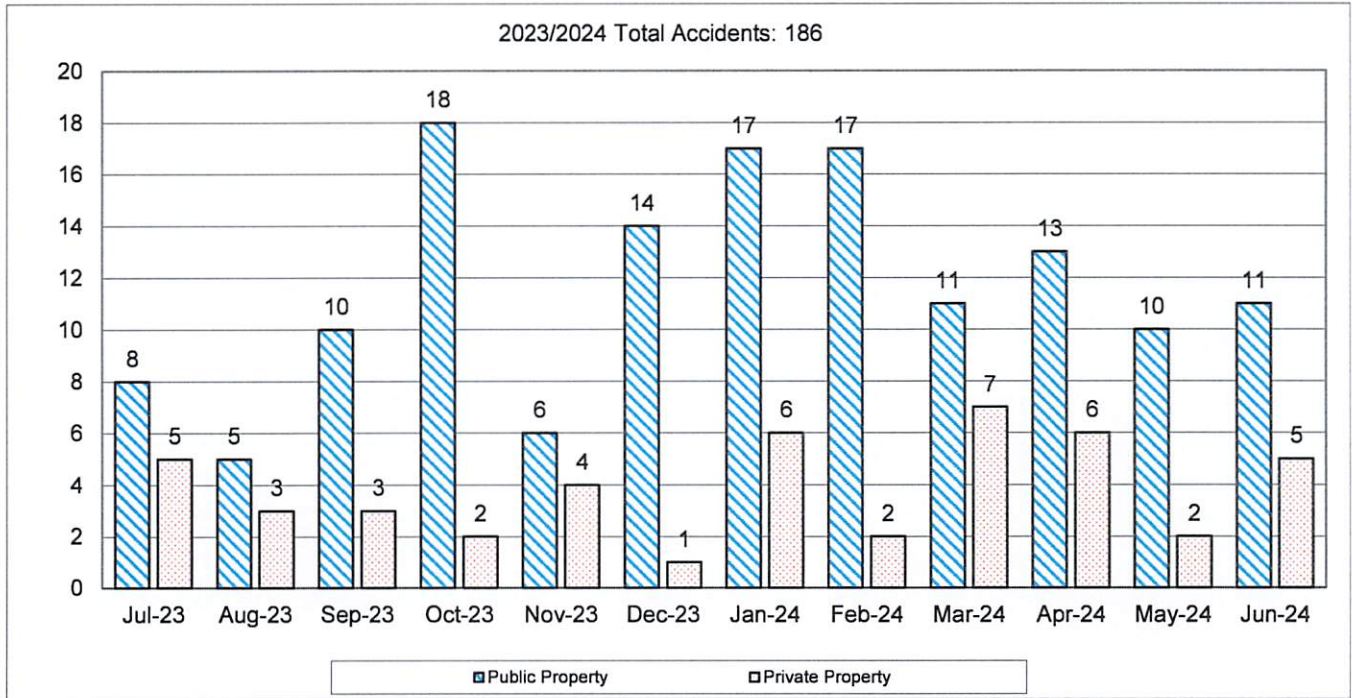
Felony/GM	16	5	11	9	7	11	6	7				
Misd.	16	10	13	12	10	15	10	7				
DUI's	2	6	2	3	3	6	2	2				
Juvenile Misd.	12	8	3	5	4	3	0	3				
Juvenile Felony/GM	0	1	2	0	0	0	0	0				
CPC's	0	1	5	0	2	2	2	0				
Domestic Violence	3	4	1	1	0	4	3	3				

Moving Citations Traffic Warnings

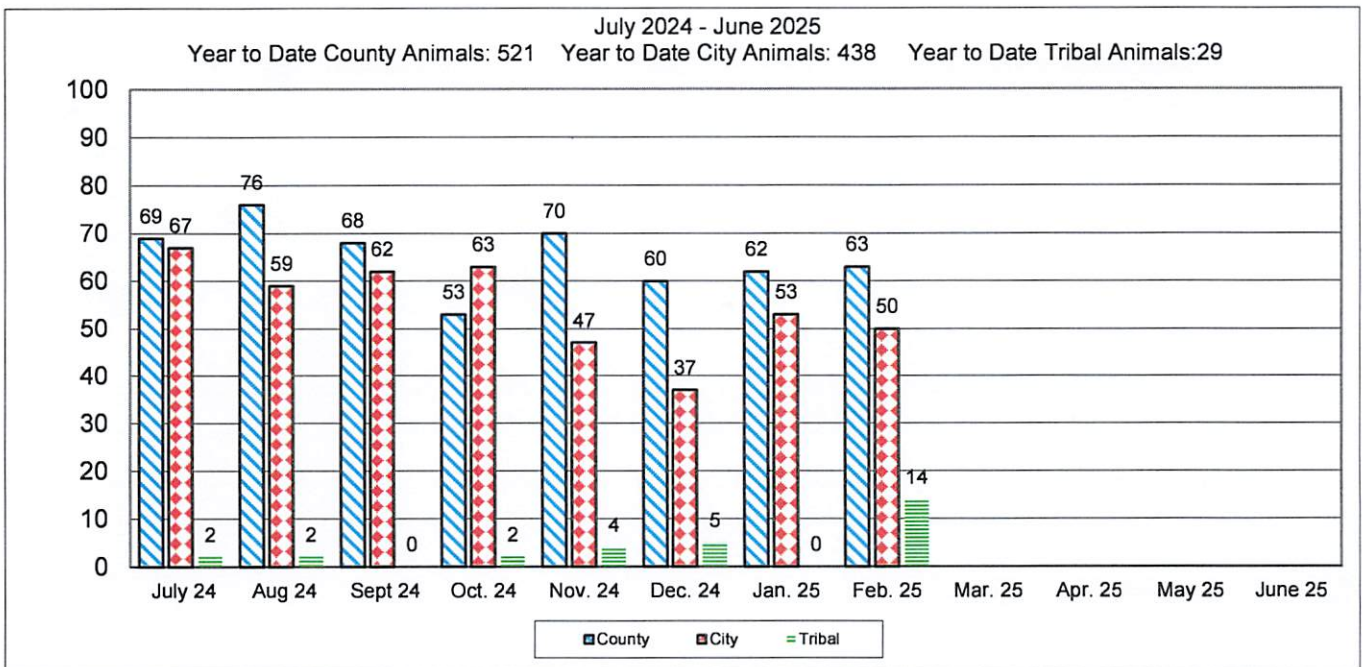
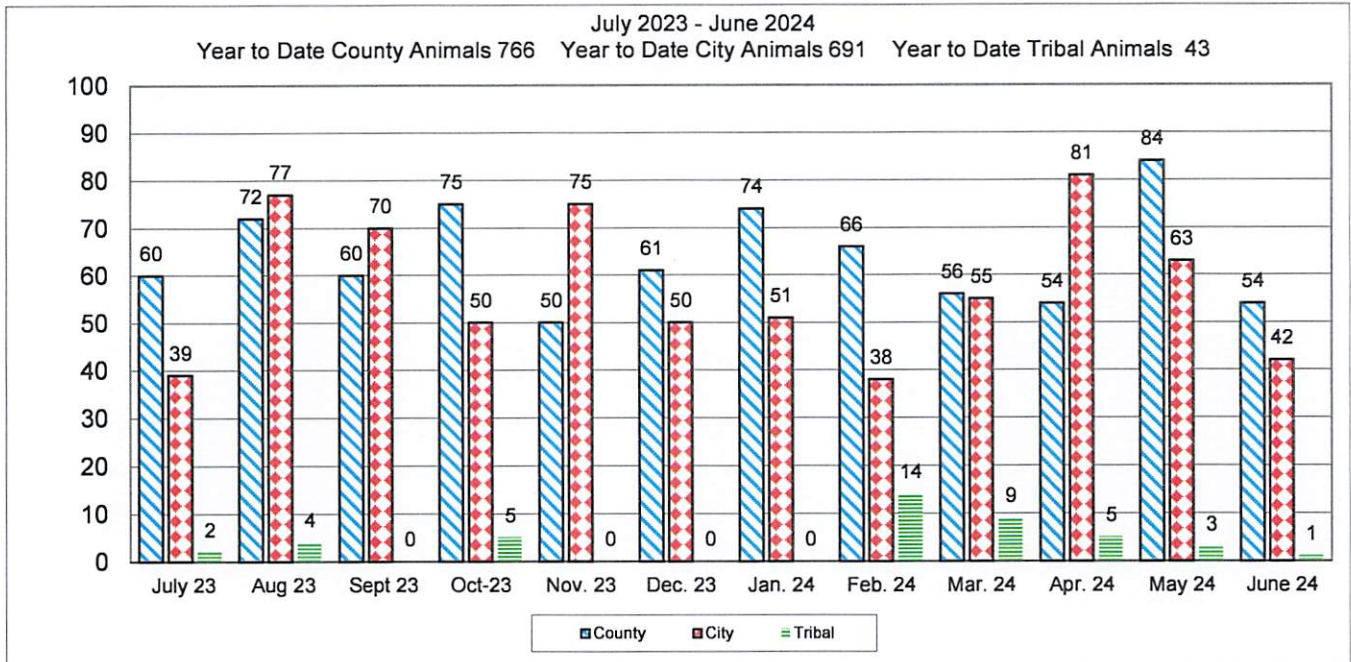
Item 11.



Traffic Accidents



Animal Shelter Services



**Fallon Police Department
Activities / Special Events
February 2025**

ASSISTANCE

During the month of February, we provided one (1) hotel room.

INDOCTRINATION

During the month of February, there was no (0) indoctrination at NAS Fallon.

VOLUNTEERS IN POLICE SERVICES

February 2025 the Fallon Police VIPS volunteered ninety-eight (98.5) hours to the agency.

OTHER PUBLIC RELATIONS

During February officers conducted special detail for the following:

- On February 3, 2025, Officer's provided traffic control during a fountain dye.
- On February 5, 2025, Officer Wilcox participated in a escort for a retiring Banner employee.
- On February 7, 2025, Officer's provided the High School basketball team an escort to State.
- On February 14, 2025, Officer's provided traffic control during a fountain dye.
- On February 18, 2025, Officer's Wilcox spoke to middle school students about safety.
- On February 19, 2025, Sgt. Bernard attended a school event at Oasis Academy.
- On February 26, 2025, CSO Burgess set up a radar trailer on Silver Spur & Tommy Trail.

BREAKDOWN OF ARRESTS

During the month of February, the Police Department had twenty-two (22) total arrests:

- There were seven (7) felony/gross misdemeanor arrests
- There were seven (7) misdemeanor arrests
- There were three (3) juvenile arrests
- There were two (2) DUI's
- There were no (0) CPC arrests
- There were three (3) Domestic Violence arrests



Activity Report for February 2025

Total Service Hours	98.5
Training Hours	9.0 (helping hands orientation)
Helping Hand Contacts	27
<u>Other Assignments:</u> <i>Helping Hand</i> <i>Chaplin</i>	<i>20.5 hours</i> <i>1.0 hours</i>