

**AGENDA**  
**SMOKY VALLEY LIBRARY DISTRICT**  
**BOARD OF TRUSTEES MEETING**  
**Round Mountain Public Library**  
**Round Mountain, Nevada**  
**Tuesday November 2, 2021 – 5:00 PM**

Members:      Rebecca Lim, Chairperson                      Sara Keehfuss, Treasurer  
                    Gwenn Snow, Vice-Chairperson                      Frank Wagener-Member

**SPECIAL NOTE:** Below is the agenda items scheduled to be considered. All items are approximate except for bid openings, public hearings, and any other items agendized at a specific time. Items on the agenda without a time designation may be taken out of order. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Action may be taken on those items denoted (FOR POSSIBLE ACTION)

**ITEM#/SUBJECT**

1. Call meeting to order – For Possible Action
2. GENERAL PUBLIC COMMENT – (Three-minute time limit per person.) Action will not be taken on the matter considered during periods until specifically included on an agenda as an action item.
3. Approval of Agenda – For Possible Action
4. Reading, correction and approval of minutes for October 5, 2021 - For Possible Action
5. OPEN DISCUSSION – (This item is for discussion only. No action will be taken at this time. There may be a time limit placed on this discussion if necessary.)
6. INFORMATIONAL ITEMS
  - a. Collection Development
  - b. 2021 Local Government Annual Report Form
7. DISTRICT MONTHLY REPORTS- For possible action
  - a. SVLD -
  - b. Children’s Wing report -
8. OLD BUSINESS - For Possible Action
  - a. Discussion and possible decision concerning update on the Manhattan Roof Project
  - b. Proposed Bid package – Manhattan Roof Project
9. NEW BUSINESS – For Possible Action
  - a.
10. CORRESPONDENCE – For possible Action
  - a.
11. FINANCE – For possible Action
  - a. Approve and sign expenditures for November 2, 2021.
  - b. Cash flow
  - c. 1<sup>st</sup> Quarter report

12. GENERAL PUBLIC COMMENT – (Three-minute time limit per person.) Action will not be taken on the matter considered during periods until specifically included on an agenda as an action item.

13. SET DATE AND TIME FOR NEXT MEETING

14. ADJOURN – For Possible Action

Supporting information for this agenda can be obtained from Andrea Madziarek at the Round Mountain Public Library at 775-377-2215 or [andream@svld.net](mailto:andream@svld.net)

**All agendas are posted at the following locations:**

Round Mountain Post Office	Round Mountain Public Library	Manhattan Public Library
83 Hadley Circle	73 Hadley Circle	7 Mineral Street
Round Mountain, NV 89045	Round Mountain, NV 89045	Manhattan, NV 89022

Also can be found on the Department of Administration website <https://notice.nv.gov>  
County – Nye County - Smoky Valley Library Board and on the Smoky Valley Library District website [www.svld.net](http://www.svld.net)

Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Round Mountain Public Library in writing or call (775) 377-2215.

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**MINUTES  
SMOKY VALLEY LIBRARY DISTRICT  
BOARD OF TRUSTEES MEETING  
Round Mountain Public Library  
Round Mountain, Nevada**

**Tuesday October 5, 2021– 5:30 PM**

**Members present:** Rebecca Lim, Chairperson Frank Wagener, Member  
Sara Keehfuss, Treasurer Gwenn Snow, Vice-Chairperson

**Members absent:**

**Also present:** Jeanne Bleecker, Co-Director, Smoky Valley Library District  
Andrea Madziarek, Co-Director, Smoky Valley Library District  
Amy Madziarek, Dept. Head, SVLD Children's Wing

**These minutes are a draft, subject to revision and/or approval by Board of Trustees at their next regularly scheduled meeting.**

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**ITEM#/SUBJECT**

1. This meeting was called to order at 5:35 PM by Becky Lim
2. General Public Comment: - Nothing at this time
3. Approval agenda – Sara made a motion to accept the agenda with no changes. Gwenn seconded. All voted in favor. Motion passed.
4. Reading, correction and approval of minutes – Frank made a motion to accept minutes for September 7 2021 with noted corrections: Spelling of Sarah to Sara. Gwenn seconded. All voted in favor. Motion passed.
5. INFORMATIONAL ITEMS –
  - a. NVMA – Jeanne gave the board a letter from the Nevada Mining Association
  - b. Library Programs – Jeanne told the board that we are doing virtual programs for October. 1. Largest Pumpkin – take a picture of your pumpkin on a scale and send it to the library by email. 2. Photo contest – 3 of your favorite photos submitted digitally 3. Digital Art Contest – submit a picture of your original digital art and send to the library email 4. Costume contest – dress up your child take a picture and submit it with their age and the category you want them judged in.
6. OPEN DISCUSSION – Frank asked about board position. Andrea told the board that we are not sure that we received any applicants. Andrea emailed the lady at the county that handles this and waiting to hear if we have to repost.
7. DISTRICT REPORTS– For possible action –
  - a. SVLD District report – Jeanne presented the report to the board. Sara asked if the visit to the library include the classes that come from the school. Jeanne said yes.
  - b. Children's Wing report – Amy reported on all the activities that has been happening in the children's wing. She reported on the reading programs and the new one that is set up for September 22 – December 20, 2021 called fall in love with reading. She reported on the AR program and star testing that the class participate in. The display for the fall will be National Disasters.
8. OLD BUSINESS– For Possible Action –. Nothing at this time
  - a. Manhattan Roof Project – Jeanne reported to the board that she had received a few emails from Terrance of Lumos. He had some questions about the bid package. Jeanne gave him contact information for the person to talk to at the county.

9. NEW BUSINESS– For possible action

A

10. CORRESPONDENCE –

a. Nothing at this time.

11. FINANCE -

a. Expenditures – Frank made a motion to accept expenditures dated 10-5-2021. Gwenn seconded. All voted in favor. Motion passed.

b. Cash flow –Jeanne went over cash flow. Board had no questions.

12. General Public Comment – (second) – Jeanne told the board that we had visitors from Lander County, they came to ask questions about become their own district. Jeanne gave them some information and suggested they contact the State Library. She gave them a tour of our library.

13. Set date and time of next meeting – the next meeting was set for November 2, 2021, Round Mountain Nevada in the Round Mountain Public Library Conference Room at 5:00 PM

14. ADJOURN – Sara made a motion to adjourn at 6:25 PM.

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Date approved

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Secretary/Clerk

Steve Sisolak  
Governor



Laura E. Freed  
Director  
Matthew Tuma  
Deputy Director  
Michael Strom  
Administrator

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Nevada State Library, Archives and Public Records*  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-3339 | [www.nsla.nv.gov](http://www.nsla.nv.gov) | Fax: (775) 684-3311

October 5, 2021

To: Jeanne Bleeker/Andrea Madziarek Smoky Valley Library District

From: Michael Strom, Division Administrator

Re: 2022 State Public Library Collection Development Funds

Attached is the application for the FY2022 State Collection Development funds. We invite you to submit your application for your library's award identified by the formula for distribution as outlined in Nevada Revised Statute 378.087. The awarded state funding can be used for the purchase of books, library materials, and computer databases. The money granted cannot supplant, nor cause to be reduced, any other source of funding for the public library.

Your library will receive an award allocation of **\$7,414** for FY2022. This amount is based on the library's FY 2021 Local Collection Development Expenditures, as submitted through Bibliostat, of **\$168,228**.

The FY2022 funds will be available for distribution in November 2021. Your FY2022 application which documents your plan for expenditure of the award must be submitted and approved prior to your receipt of the Grant-in-Aid form. Expenditures can begin after the completely signed GIA is on file. Your Minimum Standards Checklist submitted in early 2021 is on file as approved.

If you have questions about the State Public Library Collection Development Fund project or the application, please contact Shelia Gustavson at 775-684-3339 or [sheliagustavson@admin.nv.gov](mailto:sheliagustavson@admin.nv.gov) & NSLAPR Administration [NSLAPR-Admin@admin.nv.gov](mailto:NSLAPR-Admin@admin.nv.gov)

Sincerely,

Michael Strom  
Division Administrator

**STEVE SISOLAK**  
*Governor*

Members of the Board

BRENT C. ECKERSLEY, ESQ., Chair  
SANDRA MASTERS, Vice-Chair  
GARY COTTINO, Board Member  
BRETT K. HARRIS, ESQ., Board Member  
MICHAEL J. SMITH, Board Member



TERRY REYNOLDS  
*Director*

BRUCE K. SNYDER  
*Commissioner*

MARISU ROMUALDEZ ABELLAR  
*Executive Assistant*

**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**  
3300 West Sahara Avenue, Suite 260, Las Vegas, Nevada 89102  
Phone (702) 486-4505 | <http://emrb.nv.gov> | Fax (702) 486-4355

October 22, 2021

Jeanne Bleecker  
Director/Co-Director  
Smoky Valley Library District  
73 Hadley Circle  
Round Mountain, NV 89045

Dear Ms. Bleecker:

The Government Employee-Management Relations Board regulates labor relations between Nevada's governments and their employees. In past years Nye County has completed its annual filing for the county itself as well as on behalf of the various towns and special districts within Nye County. Nye County recently informed us that they would like our agency to instead interact with each town and special district separately. Accordingly, we have added your government to our list of governments. This will generally require interaction with our agency two times per year at a minimum:

1. Near the end of each October, we mail an annual report form to be completed by each local government. The completed form needs to be received by our agency by November 30<sup>th</sup> of each year. The attached documents include an instruction letter to complete the form, as well as the form itself.
2. Near the end of each June, we mail an invoice to each local government, which is payable by July 31<sup>st</sup> of that year. The current rate is \$3.00 per employee. Our agency has made arrangements with Nye County Human Resources, which will inform us of the number of employees in your local government. This number will be used for billing purposes.

If you have any questions, or desire further information, please call me at (702) 486-4504 or send an e-mail to [bsnyder@business.nv.gov](mailto:bsnyder@business.nv.gov). Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce K. Snyder".

Bruce K. Snyder  
Commissioner

**STEVE SISOLAK**  
*Governor*

Members of the Board

BRENT C. ECKERSLEY, ESQ., Chair  
SANDRA MASTERS, Vice-Chair  
GARY COTTINO, Board Member  
BRETT K. HARRIS, ESQ., Board Member  
MICHAEL J. SMITH, Board Member



TERRY REYNOLDS  
*Director*

BRUCE K. SNYDER  
*Commissioner*

MARISU ROMUALDEZ ABELLAR  
*Executive Assistant*

**STATE OF NEVADA**  
**DEPARTMENT OF BUSINESS AND INDUSTRY**  
**GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**  
3300 West Sahara Avenue, Suite 260, Las Vegas, Nevada 89102  
Phone (702) 486-4505 | <http://emrb.nv.gov> | Fax (702) 486-4355

October 22, 2021

Dear Local Government Employer:

Each local government in the State of Nevada is required to file an annual report with the Government Employee-Management Relations Board in accordance with NRS 288.161 and NAC 288.140. This annual report is due on or before November 30, 2021. A local government is required to file an annual report even if it does not recognize any employee organizations and does not have any bargaining units.

Included with this letter is your 2021 Local Government Annual Report Form, which has already been partially or fully completed from information submitted by your local government from last year's report, if one was filed. After you have reviewed the information, please correct any information that may have changed and then add in any new or missing information. Also, please be sure to sign the form.

Please return the completed and signed form to this office no later than November 30, 2021. You may return the form in one of three ways:

1. E-Mail the form to us as a pdf attachment. Send the form to [emrb@business.nv.gov](mailto:emrb@business.nv.gov). This is the method we prefer. Keep the original for your records.
2. Fax the form to us at (702) 486-4355. No cover page is necessary. Keep the original for your records.
3. Mail the original form to us at the address above. Keep a copy for your records.

If you have any questions, or desire further information, please call us at (702) 486-4504. Thank you.

Sincerely yours,

A handwritten signature in blue ink that reads "Bruce K. Snyder".

Bruce K. Snyder  
Commissioner

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

2021 LOCAL GOVERNMENT ANNUAL REPORT FORM

Part One: Local Government Information

Smoky Valley Library District

Official Name of Local Government

www.svld.net

Website Address

If your local government participates in PERS, please skip to Part Two.

If your local government is one of the few that does not participate in PERS, please report the number of employees in your local government here. \_\_\_\_\_ Note: PERS includes as employees those who are in positions considered to be half-time or more according to the full-time work schedule established for that public employer. Please use this definition.

Part Two: Contact Information

Please identify the person who is to be contacted for all official communications (excepting those communications related to a case before the Board for which an attorney has filed an appearance) and then list that person's contact information.

Jeanne Bleecker

Name of Contact Person

Director/Co-Director

Title of Contact Person

PO BOX 1428

73 Hadley Circle, Round Mountain, NV 89045

Mailing Address

(775) 377-2215

Telephone Number

(775) 377-2699

Fax Number

jeanneb@svld.net

E-Mail Address

Other (please specify)

Part Three: Recognized Employee Organizations and Bargaining Units

INSTRUCTIONS: The information on this form was completed based upon your local government's previous annual filing. Please use the space below to correct any information you believe to be incorrect or list any additions of employee organizations or bargaining units since last year. If there are no changes to the information provided in this form, please check this box and sign the Certification on Part Four:

Employee Organization

Bargaining Unit

Bargaining Unit

Bargaining Unit

Bargaining Unit

FORM CONTINUES ON REVERSE SIDE



# Smoky Valley Library District

www.svld.net

**Round Mountain Public Library**  
 P.O. Box 1428  
 Round Mountain, Nevada, 89045  
 (775) 377-2215  
 Fax (775)-377-2699

**Manhattan Public Library**  
 P.O. Box 95  
 Manhattan, Nevada, 89022  
 (775) 487-2623  
 Fax (775) 487-2326

## SVLD MONTHLY REPORT FOR September 2021

### Materials Added:

Category	RMPL	MPL	TOTAL	Total Materials	Circulations
Adults	68	19	87	12,091	442
Kids	128	2	130	14,317	1,464
Entertainment	109	34	143	20,157	1,182
eBooks	0	0	0	2,638	12
eAudio	12	0	12	2,581	65
eMagazines	0	0	0	3,532	-
Databases	0	0	56	56	
Computer	0	0	15	15	176
<b>GRAND TOTAL</b>	<b>317</b>	<b>55</b>	<b>443</b>	<b>55,387</b>	<b>3341</b>

	RMPL	MPL	TOTAL
Visits	2,010	418	2,428
Wi-Fi	540	305	845
Meeting Room	24	0	24
Museum Visits	-	11	11
Patron Cards	5	0	5

Website Visits	514
Volunteer Hours	10
Notaries	31
Tutoring	13
Proctoring	3
ILL	-
AR Testing	108
Reference ?	30
Material Requests	9

Revenues:		
Fax	\$	13.00
Fines	\$	-
Copies	\$	46.25
Donations	\$	522.15
Misc.	\$	136.50
<b>GRAND TOTAL:</b>	<b>\$</b>	<b>717.90</b>

### PROGRAMS:

Name	Offered	Attendance
Preschool 3-Year Old	9	32
Preschool 4-Year Old	9	66
<b>TOTAL:</b>		<b>98</b>

# Round Mountain Public Library

## Children's Wing Report

October 2021

### Fall in Love with Reading Challenge:

Ages 0-5 read: 1,655

Ages 6-11 read: 11,700

**Total mins. Read: 13,555**

Banners: 64 for the High School, 16 for Nye County and 3 personal

Volunteer hours: 6

Tutoring: 10

### Classes offered 5 times:

Ages 0-5: 39

Ages 6-11: 333

Ages 12-18: 59

**Total: 431**

### Star Testing offered 5 times:

Ages 6-11: 20

### AR tests offered 5 times:

Ages 6-11: 119

### Table Top:

Ages 0-5: 43

Ages 6-11: 31

**Total: 74**

### Storytime offered 4 times:

Ages 0-5: 11

**Ages 6-11: 21**

**Ages 12-18: 3**

**Total: 35**

**STEM offered 7 times:**

**Ages 0-5: 6**

**Ages 6-11: 11**

**Total: 17**

**Spanish offered 3 times:**

**Ages 0-5: 3**

**Ages 6-11: 17**

**Ages 12-18: 3**

**Total: 23**

**October views for Facebook:**

**Spanish Class: 18**

**Storytime: 8**

**STEM: 7**

**Total: 33**

**October views for YouTube:**

**Storytime: 8**

**STEM: 1**

**Spanish Class: 0**

**Total: 9**

**We are ready for our Ghost Walk and will be having it in the library this year. We don't have many sign-ups for the Trunk or Treat. WE will be having a Photo Contest, Digital Art Contest for kids up to 12<sup>th</sup> grade, Largest Homegrown Pumpkin and a Virtual costume Contest.**

**Our Fall in Love with Reading Challenge will be our last reading challenge with the exception of our Summer Reading Program. With lack of inventory and prices it's becoming too expensive. We have changed the coins earned, they now have to read 60 minutes to earn one coin and no audiobooks are allowed.**

**We have gained 3 more kids to be tutored.**

**We have planned our Christmas display and it will be going up the first week of December.  
We are currently planning the Christmas party and I will start ordering the gifts and prizes.**

[Print](#) | [Close Window](#)

**Subject:** RE: Manhattan Roof Project ?

**From:** "Terrence Tobey, P.E., S.E." <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>

**Date:** Thu, Oct 21, 2021 4:26 pm

**To:** "jeanneb@svld.net" <[jeanneb@svld.net](mailto:jeanneb@svld.net)>

**Attach:** image001.jpg

image002.png

Bid Docs 2022-01 Manhattan Historical Schoolhouse Roofing Repair (10-13-21).doc

I have attached the Bid Documents. I recommend that you have the DA review this before we go to bid. I have highlighted some items that still need to be filled out or that may need more thought.

Please let me know if you have any questions.

Thanks,



**Terrence Tobey, P.E., S.E.**  
Senior Structural Engineer – Special Projects  
Structural Engineering Division  
9222 Prototype Drive  
Reno, NV 89521  
775.827.6111  
[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)



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**From:** [jeanneb@svld.net](mailto:jeanneb@svld.net) <[jeanneb@svld.net](mailto:jeanneb@svld.net)>

**Sent:** Thursday, October 14, 2021 1:10 PM

**To:** Terrence Tobey, P.E., S.E. <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>

**Subject:** RE: Manhattan Roof Project ?

Terrence,

Yes you can - the best address for UPS and Fedex is: **73 Hadley Lane**, for some reason they don't like Hadley Circle.

Jeanne Bleecker

Co-Director

Smoky Valley Library District

775-377-2215

[jeanneb@svld.net](mailto:jeanneb@svld.net)

----- Original Message -----

**Subject:** RE: Manhattan Roof Project ?

**From:** "Terrence Tobey, P.E., S.E." <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>

**Date:** Thu, October 14, 2021 10:27 am

**To:** "[jeanneb@svld.net](mailto:jeanneb@svld.net)" <[jeanneb@svld.net](mailto:jeanneb@svld.net)>

Can we have the contractors submit their bids to the physical location of the Round Mountain library? Fed-ex and UPS won't deliver to a PO Box.

**Terrence Tobey, P.E., S.E.**  
Senior Structural Engineer – Special Projects  
Structural Engineering Division



9222 Prototype Drive  
Reno, NV 89521  
775.827.6111  
[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)



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**From:** [jeanneb@svld.net](mailto:jeanneb@svld.net) <[jeanneb@svld.net](mailto:jeanneb@svld.net)>  
**Sent:** Tuesday, October 12, 2021 2:39 PM  
**To:** Terrence Tobey, P.E., S.E. <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>  
**Subject:** RE: Manhattan Roof Project ?

Terrence,

Answers:

1. Manhattan Public Library Address is: 555 W Mineral St, Manhattan, NV 89022
2. Yes
3. Yes, that's fine. Round Mountain Public Library, PO Box 1428, Round Mountain, NV 89049
4. I've attached a file that has our Letterhead.

I'll be on the lookout for the bid package.

Thanks

Jeanne Bleecker  
Co-Director  
Smoky Valley Library District  
775-377-2215  
[jeanneb@svld.net](mailto:jeanneb@svld.net)

----- Original Message -----

**Subject:** RE: Manhattan Roof Project ?  
**From:** "Terrence Tobey, P.E., S.E." <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>  
**Date:** Tue, October 12, 2021 2:25 pm  
**To:** "[jeanneb@svld.net](mailto:jeanneb@svld.net)" <[jeanneb@svld.net](mailto:jeanneb@svld.net)>

Jeanne:

I have some additional questions:

1. What is the address of the Manhattan library?
2. We are changing all references to Nye County to the Smoky Valley Library District. Is that acceptable?
3. We are indicating that the bids shall be sent to your attention at the Round Mountain Library. Is that acceptable? What address should I show?
4. Do you have a logo or letterhead we can place on the documents?

We are trying to complete the bid documents for your review. I will send them to you as soon as they are completed.

Thanks,



**Terrence Tobey, P.E., S.E.**  
Senior Structural Engineer – Special  
Projects  
Structural Engineering Division  
9222 Prototype Drive  
Reno, NV 89521  
775.827.6111  
[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)



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**From:** [jeanneb@svld.net](mailto:jeanneb@svld.net) <[jeanneb@svld.net](mailto:jeanneb@svld.net)>  
**Sent:** Tuesday, September 28, 2021 8:30 AM  
**To:** Terrence Tobey, P.E., S.E. <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>  
**Subject:** RE: Manhattan Roof Project ?

Terrance,

The legal name is: Smoky Valley Library District

Jeanne Bleecker  
Co-Director  
Smoky Valley Library District  
775-377-2215  
[jeanneb@svld.net](mailto:jeanneb@svld.net)

----- Original Message -----

**Subject:** RE: Manhattan Roof Project ?  
**From:** "Terrence Tobey, P.E., S.E." <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>  
**Date:** Mon, September 27, 2021 5:09 pm  
**To:** "[jeanneb@svld.net](mailto:jeanneb@svld.net)" <[jeanneb@svld.net](mailto:jeanneb@svld.net)>

Yes, we have reviewed the documents and will be sending you a list of questions and coordination items. One question – what is the legal name of the entity that the contractor will be contracting with.

Thanks,



**Terrence Tobey, P.E., S.E.**  
Senior Structural Engineer –  
Special Projects  
Structural Engineering  
Division  
9222 Prototype Drive  
Reno, NV 89521  
775.827.6111  
[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)



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**From:** [jeanneb@svld.net](mailto:jeanneb@svld.net) <[jeanneb@svld.net](mailto:jeanneb@svld.net)>  
**Sent:** Friday, September 24, 2021 8:14 AM  
**To:** Terrence Tobey, P.E., S.E. <[ttobey@LumosInc.com](mailto:ttobey@LumosInc.com)>  
**Subject:** Manhattan Roof Project ?

Terrence,

Have you made any progress on the Bid Package for the Manhattan Roof Project?

Jeanne Bleecker  
Co-Director  
Smoky Valley Library District  
775-377-2215  
[jeanneb@svld.net](mailto:jeanneb@svld.net)





# Smoky Valley Library District

Round Mountain, NV 89045  
(775) 377-2215 • Fax (775)377-2699

## INVITATION TO BID

**BID NO. SVLD 22-01**

### MANHATTAN HISTORIC SCHOOLHOUSE ROOF REPAIRS

The bid package is available as follows:

- Email – Contact Terrence Tobey at Lumos & Associates, [ttobey@lumosinc.com](mailto:ttobey@lumosinc.com)

A **Mandatory** Pre-Bid Meeting located at the Manhattan Schoolhouse in Manhattan, NV will be held xxxx,xxx, 2021 at xxx:00 A.M. Please refer to the attached location of Manhattan Schoolhouse map for directions.

Jeanne Bleeker, Co-Director of the Smoky Valley Library District, will be acting as the Resident Project Representative (RPR). The RPR is not authorized to change the scope or specifications of the project. The RPR works under the direction of the Smoky Valley Library District Board of Trustees and will provide basic coordination, photographs and field reports to the Engineer.

All responses must be in a sealed envelope clearly marked “**BID #SVLD 22-01 MANHATTAN HISTORIC SCHOOLHOUSE ROOF REPAIRS**”. No verbal, e-mailed or facsimile transmitted responses will be accepted or considered. The sealed responses will be accepted at the Smoky Valley Library District Board of Trustees, Round Mountain Public Library, 73 Hadley Lane, Round Mountain, Nevada 89045, until 4:00 P.M., local time, on xxxx, 2021. Opening of the responses will commence at 4:30 P.M. on xxxx xxxx, 2021 in the Round Mountain Public Library in Round Mountain, Nevada 89045. The contract will be awarded upon approval by the Smoky Valley Library District Board of Trustees.

DATED this \_\_\_ day of Xxx 2021.

SMOKY VALLEY LIBRARY DISTRICT  
BOARD OF TRUSTEES

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By: Jeanne Bleeker, Co-Director

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## 1. GENERAL INSTRUCTIONS TO BIDDERS

### A. RECEIPT AND OPENING OF BIDS

The Smoky Valley Library District (herein called the "OWNER") invites bids for the Manhattan Historic Schoolhouse Roof Repairs

The sealed responses will be accepted at the Round Mountain Public Library, 73 Hadley Lane, Round Mountain, Nevada 89045, until 4:00 P.M., local time, on **Xxxx, xx, 2021**. **Opening of the responses will commence at 4:30 P.M. on Xxxx xx, 2021** in the Round Mountain Public Library, 73 Hadley Lane, Round Mountain, Nevada 89045. The contract will be awarded upon approval of the Smoky Valley Board of Trustees. Envelopes containing the bids must be sealed and addressed to the Smoky Valley Board of Trustees, Attn: Jeanne Bleeker, 73 Hadley Lane, Round Mountain, Nevada 89045, and labeled:

### **BID NO. SVLD 22-01 MANHATTAN HISTORIC SCHOOLHOUSE ROOF REPAIRS**

The OWNER may, but need not, consider any bid not prepared and submitted in accordance with the provisions hereof and may, but need not, waive any informalities or errors in form. The OWNER reserves the right to reject any and all bids.

Any bid may be withdrawn prior to the above-scheduled time for the opening of the bids or any authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 calendar days after the actual date of the opening thereof.

### B. PREPARATION OF BID

The Total bid price must be submitted in writing, in ink, or be typewritten, in both words and figures and completed according to the **Proposal To The Smoky Valley Library District**

The bidder must submit a Contractor Qualification (a copy of which is included in this Bid Package) for the bidder and any subcontractor the bidder intends to use for the job. All required certifications must be fully executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If the bid is forwarded by mail, the sealed envelope must be addressed and labeled as noted above. No bids transmitted by facsimile will be considered. **One (1) original and three (3) copies of the bid must be included.**

### C. METHOD OF BIDDING

The OWNER requests a Lump Sum bid. The bidder's bid shall be shown on the last page of the bidder's Proposal.

The OWNER reserves the right to make modifications in specifications and/or conditions prior to bid opening, if deemed necessary, in which event, all bidders will be timely notified, and/or the time for bids extended.

Each bidder will submit with its bid the following:

1. The information requested on the forms entitled "Contractor Qualification", included in this bid package.
2. Data relating to the duration of time it has engaged in the performance of the type of work improvements for which this Invitation to Bid is made.
3. References, with names, addresses and telephone numbers of entities to which the bidder has previously performed work similar to that sought by this Invitation to Bid.

Any other terms, costs, conditions or options that would affect the bidder's bid and which have not been requested or specified in the bid package, must be noted and included in the submitted bid.

#### D. OBLIGATION OF BIDDER

At the time of the opening of the bids, each bidder will be presumed to have read and thoroughly familiarized him/herself with all of the bid package documents. Each bidder will be presumed to have visited and visually examined the condition and environment of the location of the project. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

#### E. SUBCONTRACT

The bidder must include in his or her Proposal a separately completed "Contractor Qualification" for each person or company to whom the bidder proposes to award a subcontract for performance of the required duties. **No proposal shall be considered if the bidder fails to submit this form.**

#### F. QUALIFICATION OF BIDDER

The OWNER may make such investigations as it deems necessary to determine the ability of the bidder (and any designated subcontractors) to supply the materials and perform the work required. The bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request.

#### G. ACCEPTANCE

Upon acceptance of any bid, a final contract between OWNER and the successful bidder will be executed, the same to embody by reference the provisions of this Bid Package, except as otherwise negotiated.

## 2. SPECIAL PROVISIONS

### A. STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the, 2018 International Building Code and all other local state and federal regulations, unless specifically indicated otherwise.

In case of conflict between the 2018 International Building Code and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

### B. TERMS

Wherever in the Building Code, Special Provisions, Notice to Contractors, Proposal Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. The Engineer (Lumos & Associates), RPR (Jeanne Bleecker);
2. The Smoky Valley Library District (SVLD) on behalf of the Manhattan Public Library;
3. The Engineer or his assign for RPR, where reference to Engineer or RPR is made.

### C. AWARD AND EXECUTION OF CONTRACT

The award of contract will be to the bidder who submits the lowest most responsive and responsible bid pursuant to NRS 338.13862.

Following award of the contract, a contract will be prepared, incorporating the Invitation to Bid and the Bid Package, and will be executed by the parties thereto.

### D. BEGINNING OF WORK, "TIME OF COMPLETION", LIQUIDATED DAMAGES

Contractor shall begin work within from five (5) to ten (10) business days after receiving "Notice to Proceed" for the work described in the bid package awarded to the Contractor and shall diligently prosecute the same with all work completed within forty-five (45) calendar days from the Notice to Proceed date.

Contractor shall complete all of the work described within 45 *calendar days* of the Notice to Proceed date, unless an extension is provided in writing by the SMLD. Should the work not be completed within the specified time for completion, the Contractor will be liable for liquidated damages, payable to SVLD in the amount of **Five Hundred Dollars (\$500.00)** for each working day beyond the deadline taken for completion, as provided herein. All rights and remedies of the SVLD are cumulative and not exclusive of any other rights or remedies that may be available to SVLD, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provision set forth herein is SVLD's exclusive remedy for Contractor's breach as specifically defined in Section D. SVLD may elect to withhold the liquidated damages from any payment to Contractor.

Attention is directed to the provisions in Section E "TERMINATION".

**E. TERMINATION CAUSE.**

The contract may be terminated for cause by the SVLD, upon the recommendation of the Engineer. Cause shall include, but is not limited to, the following: poor workmanship, failure to follow the plans (the drawings supplied as part of the bid) or failure to comply with any contract requirement.

Upon determination of cause by the Engineer, written notice shall be given to the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall cease work and meet with the Engineer or his representative to determine corrective action. Corrective action will be agreed to in writing and signed by both parties. In the event that no agreement is reached within ten (10) working days of notice, the Engineer may recommend contract termination to the SVLD. The SVLD's decision shall be final.

WITHOUT CAUSE. County shall have the right at any time to terminate the Contract without cause with thirty (30) calendar days written notice.

Upon termination of this Contract, other than for Cause, SVLD shall pay Contractor for that part of the product supplied and services performed satisfactorily to the date of such termination at the rates set forth in this Contract and all applicable documents which, by reference, are made a part hereto.

**F. PAYMENT**

Payments will be on a percentage complete basis at the accepted lump sum bid price and based on the Engineer's judgement.

Include overhead and profit in the lump sum price.

**G. BONDS**

1. A bid bond in an amount equal to ten percent (10%) of the total bid price must accompany the bid.
2. The bond shall be on the form provided, or on a like form.
3. A performance bond in an amount equal to one-hundred percent (100%) of the total contract amount must be provided by the Contractor.
  - a. The bond must be furnished to the OWNER within eight (8) calendar days, not including Sundays and legal holidays, after the successful bidder has received notice from the OWNER that the contract has been awarded.
  - b. The performance bond must guarantee the faithful performance by the Contractor of all the terms of the contract.

4. A materials and payment bond in an amount equal to one-hundred percent (100%) of the total contract amount must be provided by the Contractor.
  - a. The bond must be furnished to the OWNER within eight (8) calendar days, not including Sundays and legal holidays, after the bidder has received notice from the OWNER that the contract has been awarded.
  - b. The payment bond shall guarantee Contractor's payment of all subcontractors and/or vendors for all labor, materials, provisions, supplies or items expended in fulfilling the contract.

#### H. SUBCONTRACTING

No subcontracting by Contractor shall be approved unless requested in writing to the Engineer and approved in writing by the Engineer.

In no case shall said subcontract reflect a change in bid price.

#### I. DESCRIPTION OF WORK

1. Mobilization and Demobilization.
2. Careful removal and reinstallation of the existing historic roofing.
3. Removal of the existing board sheathing.
4. Installation of blocking and hurricane ties at the roof framing to wall connections.
5. Installation of screened soffit vents.
6. Installation of new roof sheathing.
7. Installation of new self-adhered underlayment system, including flashing.
8. Reinstallation of vent pipe support cables.
9. All other work as noted in the structural drawings and as required for a complete project to meet the intent of the design.

#### J. PROPOSAL REQUIREMENTS AND CONDITIONS

See Section 3 for the proposal form.

The form of the bidder's bond, which must be provided by the Contractor, is attached hereto, following the signature page of the proposal annexed hereto.



**K. MATERIAL SPECIFICATIONS**

Technical Specifications are provided in the drawing set supplied as part of the bid documents.

**3. PROPOSAL TO THE SMOKY VALLEY LIBRARY DISTRICT**

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal)

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO: ( ) \_\_\_\_\_

The Work for which this proposal is submitted is for construction in accordance with the provisions of the Invitation to Bid and the Bid Package (including the special provisions and specifications, outlined in the drawing set and bid schedule) and in accordance with the 2018 International Building Code.

The bidder shall set forth the "Lump Sum Price", in clearly legible figures in the respective spaces provided in the "Schedule of Items and Prices" for this purpose.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the sums required by this Invitation to Bid and Bid Package, with surety satisfactory to the OWNER, within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the OWNER that the contract has been awarded, the OWNER may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying the proposal shall operate and the same shall be the property of the OWNER.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Invitation to Bid and the Bid Package; that he fully understands that the OWNER shall have the sole right and discretion to accept the Proposal; and the undersigned proposes, if this Proposal is accepted by the OWNER; that he will contract with the OWNER to provide all necessary machinery, tools, apparatus and other means of production, and to do all the work and furnish all the materials specified in the contract that will be awarded, in the manner, the time and cost therein prescribed, and according to the requirements of the SVLD as therein set forth, and that he will take, in full payment therefore, the following lump sum price, to-wit:

The undersign hereby agrees and acknowledges that:

The Bidder has received Addendum No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive and the TOTAL BID PRICE for this Work is as follows:

\$ \_\_\_\_\_

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

E MAIL: \_\_\_\_\_

**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Relations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should know that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**4. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

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**5. PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board.

**6. TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT**

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

***NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.***

*Bidders are cautioned that making a false certification may subject the certified to criminal prosecution.*

**7. CONTRACTOR QUALIFICATION**

Part I Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Vendor Terms: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Business License #: \_\_\_\_\_

Time Period \_\_\_\_\_ How Long in Business: \_\_\_\_\_ (if applicable)

**LIABILITY**

Nevada State Contractors License #: \_\_\_\_\_

Contracting Limits: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy No: \_\_\_\_\_  
(Attach Proof of Insurance)

Have you ever filed for Chapter 11 or Chapter 13 in the last 5 years? If yes, give details.

\_\_\_\_\_  
\_\_\_\_\_

Have you had any liens or judgments, pending or complete, in the last 2 years? If yes, explain.

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**REFERENCES**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**CONTRACTOR QUALIFICATION**

Part II \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_

**PERFORMANCE**

Liquidation Damages and/or Disputes

List all projects in the last 2 years where liquidation damages were or may be assessed, where the substantial disputes or protests occurred, or are currently occurring. Explain in detail.

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Have you ever failed to complete any work awarded to you? If yes, explain where and why.

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Have you ever defaulted or been terminated on a contract? If yes, explain where and why.

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**EXPERIENCE**

If you anticipate subcontracting work, under what conditions would subcontractors be used?

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List subcontractors normally used.

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Background and experience of the principal members of your organization who would be involved in contract work for Nye County.

Name (years)	Title	Experience
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**8. BIDDER'S BOND**

**SMOKY VALLEY LIBRARY DISTRICT**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the Smoky Valley Library District, hereinafter called SVLD, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the SVLD for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$\_\_\_\_\_.

Manhattan, Nevada on \_\_\_\_\_, 20\_\_ for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Copy here the exact description of work, including location, as it appears on the proposal.)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the SVLD, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Principal

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

**9. PROPOSED AGREEMENT**

*(For reference only, Do Not complete this Agreement)*

BID NO. SVLD 22-01

CONTRACT

BETWEEN

THE SMOKY VALLEY LIBRARY DISTRICT

AND

XXXXX

Nevada Contractor's License # \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

This Contract, entered into this \_\_\_day of \_\_\_\_\_, 20\_\_, by and between **THE SMOLY VALLEY LIBRARY DISTRICT**, hereinafter referred to as "SVLD", and XXXXX of XXX, County of \_\_\_\_\_ State of Nevada, hereinafter referred to as "Contractor."

***WITNESSETH:***

That the SVLD and the Contractor, for the consideration hereinafter set forth, agree as follows:

Contractor shall furnish all material and perform all work in a professional manner as set forth in the Contract Documents for Bid No. SVLD 22-01.

Contractor further agrees to perform all extra work necessary in connection therewith and under the terms as stated in said Contract Documents; and at his (its or their) own proper cost and expense, to furnish all the bonds, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the project in accordance with the terms and conditions and prices stated in said Contract Documents.



**A. SCOPE OF WORK**

Contractor shall furnish all material and perform all work in a professional manner as set forth in the Contract Documents for Bid No. SVLD 22-01.

Contractor further agrees to perform all extra work necessary in connection therewith and under the terms as stated in said Contract Documents; and at his (its or their) own proper cost and expense, to furnish all the bonds, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the project in accordance with the terms and conditions and prices stated in said Contract Documents.

**B. NOTICE TO PROCEED, TIME OF COMPLETION, TERMINATION AND MODIFICATION, LIQUIDATED DAMAGES**

The Contractor shall not commence work, nor incur any expense therewith, before it is notified to proceed with the work. The work to be performed under this Contract shall commence within ten (10) working days of the commencement date set forth in the Notice to Proceed unless otherwise extended by written authorization by SMLD.

The following performance periods shall apply:

1. All work, including any or all options and alternatives identified in Article K, shall be substantially completed not later than [REDACTED]. Time is of the essence. In determining substantial completion and/or final acceptance, the parties agree that the Engineer shall be guided by principles of fairness and the efforts of the Contractor to comply with designated performance periods.
2. **TERMINATION CAUSE.** The contract may be terminated for cause by the SVLD, upon the recommendation of the Engineer. Cause shall include, but is not limited to, the following: poor workmanship, failure to follow the plans (the drawings supplied as part of the bid) or failure to comply with any contract requirement.

Upon determination of cause by the Engineer, written notice shall be given the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall cease work and meet with the Engineer or his representative to determine corrective action. Corrective action will be agreed to in writing, and signed by both parties. In the event that no agreement is reached within ten (10) working days of notice, the Engineer may recommend the termination to the SVLD. The SVLD'S decision shall be final.

**WITHOUT CAUSE.** SVLD shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar days written notice.

Upon termination of this Contract, other than for Cause, SVLD shall pay Contractor for that part of the product supplied and services performed satisfactorily to the date of such termination at the rates set forth in this Contract and all applicable documents, which, by reference, are made a part hereto.

### 3. LIQUIDATED DAMAGES

Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to SVLD in the amount of Five Hundred Dollars (\$500.00) for each working day beyond the deadline taken for completion, as provided herein. All rights and remedies of the SVLD are cumulative and not exclusive of any other rights or remedies that may be available to SVLD, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provision set forth herein is SVLD's exclusive remedy for Contractor's breach as specifically defined in Section B.1. SVLD may elect to withhold the liquidated damages from any payment to Contractor.

4. **MODIFICATION/CHANGE ORDER.** This Contract may not be modified, amended, supplemented, or extended except by written document executed by the Contractor and SVLD.

### C. THE CONTRACT SUM

The SVLD shall pay Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with relevant plans and specifications and to the satisfaction of the SVLD, amounts as set forth in this Contract. The Contract sum is the **TOTAL BID PRICE** as shown in the bidder's proposal.

### D. PROGRESS PAYMENTS

The SVLD shall make progress payments as follows: Partial payments will be made once each month, based upon progress estimates made by the Contractor and satisfactory to the SVLD. The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. The SVLD shall make said progress payment upon receipt, review and recommendation of the Engineer or his designee. Ten percent (10%) of the amount ascertained will be deducted and retained by the SVLD until after the completion of the entire Contract in an acceptable manner. After fifty percent (50%) of the work has been completed in an acceptable manner, the SVLD may, at its discretion, reduce the amount retained to no less than five percent (5%) of the value of the completed work.

No monies payable under this Contract may be assigned by Contractor except upon prior written consent of the SVLD.

### E. ACCEPTANCE AND FINAL PAYMENT

As soon as practical following completion of the work, the Contractor shall make a written request to the SVLD for final inspection and acceptance of the work. If, in the SVLD's sole discretion, all provisions of the specifications and Contract have been satisfied, the SVLD will cause a **Notice of Completion to be filed with the County Recorder.**

After forty (40) calendar days, immediately following the filing of the Notice of Completion, the remaining balance shall be paid, providing that:

1. Contractor has submitted evidence satisfactory to the SVLD that all payrolls, bills for material, interest or retention and all other indebtedness connected with the work have been paid;
2. Contractor has submitted evidence satisfactory to the SVLD that all subcontractors, if any, have been paid; and
3. No claims, liens or outstanding debts have been filed against the work.

In the event that claims, liens or outstanding debts are filed against the work, the SVLD shall continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

#### F. STATUS AS INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee, servant, agent or representative of the SVLD. Contractor shall provide product in accordance with this Contract and all applicable documents, and any subsequent written agreements defining the nature and scope of the Services. As an independent contractor, Contractor shall not participate in the employee benefits available to the SVLD'S employees.

Neither compliance or non-compliance by Contractor and Contractor's employees, agents, and representatives with the terms and provisions of this Contract shall affect Contractor's status as an independent contractor or relieve Contractor of any of Contractor's duties, liabilities, or obligations under this Contract.

#### G. FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: 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.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by Contractor shall constitute a material breach of Contract.

#### H. PREVAILING WAGE

1. Labor Law Requirements. The Contractor must strictly comply with all applicable provisions of the Nevada State Labor Laws, including, but not limited to, Title 28, Chapter 338 of Nevada Revised Statutes, as amended, and with applicable labor laws and regulations of the Federal Government.

2. Prevailing Rate of Wages. The wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work specified in this Contract or upon any materials to be used therein shall not be less than the hourly minimum rate of wage as fixed by the Nevada State Labor Commissioner, which schedule of wage rates is annexed hereto and hereby made a part of this Contract. Pursuant to NRS 338.060, the Contractor shall forfeit, as a penalty to the County of Nye, the sum of \$50.00 for each workman employed for each calendar day or portion thereof that such workman is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under the Contractor.

Contractor shall submit a copy of Certified Payroll Reports to Nevada State Labor Commissioner and SVLD no later than one (1) week after the end of each month.

3. Hours of Work. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day, and not more than fifty-six (56) hours in any one week, except in cases of emergency where life or property is in imminent danger. In such emergency cases, the person required to work over eight hours per day or fifty-six hours per week shall be paid at least regular wages for all overtime.

This Contract may be terminated at the election of the SVLD for any failure or refusal on the part of the Contractor or any subcontractor faithfully to perform the Contract according to the terms as to wages and hours as herein provided.

**NOTE:** NRS 338.080(3) exempts any contract for a public work whose total cost is less than \$250,000 from prevailing wage requirements.

## I. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the SVLD, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

1. Compensation Insurance. The Contractor shall procure and maintain, during the life of the Contract, Industrial Insurance as required by the Nevada Industrial Insurance Act, for all of his employees to be engaged in work at the site of the project under this Contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide such Industrial Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Industrial Insurance. In case any class of employees engaged in work on the project under this Contract is not protected under the Nevada Industrial Insurance Act, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Minimum limits for:

(a)	Personal injury or death	
	one person	\$1,000,000
	one occurrence	\$3,000,000
(b)	Property damage	
	one accident	\$1,000,000
	aggregate liability for loss	\$3,000,000
(c)	Vehicle liability	
	single person/accident	\$150,000/\$300,000

The Smoky Valley Library District shall be listed as additional insured on policy.

3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or (2) insure the activities of each subcontractor in the amounts specified in subparagraph (b) hereof. The SVLD shall be listed as additional insured on policy.
4. Scope of Insurance and Special Hazards. The insurance required under subparagraphs (b) and (c) hereof shall name the SVLD and its trustees, directors, officers, agents, and employees as a co-insured and provide adequate protection for the SVLD and its trustees, directors, officers, agents, and employees, and the Contractor and his subcontractors, respectively, against damage claims which may arise from Operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.
5. Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the SVLD, the Contractor is required to maintain Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the SVLD, the Contractor, and subcontractors, as their interests may appear. This provision shall not release the Contractor from his obligation to complete, according to Contract documents, the project covered by the Contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking.
6. Proof of Carriage of Insurance. The Contractor shall furnish the SVLD with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following

statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the SVLD."

7. If the Contractor or any subcontractor fails to maintain the insurance required by this Contract, the SVLD may obtain such insurance for the protection of the SVLD, its trustees, directors, officers, agents, and other employees, and deduct and retain the amount of the premiums for such insurance from any sums payable to the Contractor under this Contract.
8. Contractor shall defend, indemnify and hold harmless the SVLD, its agents and employees from any and all liability, damages, judgments, claims, causes of action, liability, loss, costs, reasonable attorney's fees, or other expenses arising from the performance of this Contract by Contractor or Contractor's agents, employees or any of its subcontractors whether caused by the negligence or willful misconduct of Contractor, his agents, employees or affiliates. Contractor hereby indemnifies and shall defend and hold harmless the SVLD, its officials, employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitration, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury, death or property damage, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the SVLD, its agents and employees to the fullest extent permitted by law.

## J. THE CONTRACT DOCUMENTS

The Contract Documents shall include the following:

1. The advertised Notice of Invitation to Bid No.2019-01.
2. The Bid by the Contractor (The Bidder's Proposal);
3. This Contract;
4. The General Instructions to Bidders;
5. The Special Provisions;
6. The specifications as set forth in the Special Provisions;
7. Any and all contract drawings, plans, maps, plat, blueprints and other drawings and printed or written explanatory or supplementary matter thereof, as may be set forth in said Contract Documents;
8. The Bid Bond, Performance Bond and Payment Bond;
9. All addenda issued by the SVLD;
10. Contractor Qualification;
11. The Notice of Award;
12. Any amendments or addenda to all of the aforementioned documents; and
13. All provisions required by law to be incorporated in this Contract, whether actually incorporated or not.

**K. SELECTED ALTERNATES AND OPTIONS**

The following options and alternates have been selected by the SVLD and are herewith made part of the scope of work to be performed under this Contract;

Options: \_\_\_\_\_

Alternates: \_\_\_\_\_

**L. NO THIRD-PARTY BENEFICIARY**

This Contract and the rights and obligations arising therefrom are strictly for the benefit of the parties to this Contract. The parties agree that any benefit or detriment asserted by the third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit or detriment arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

**M. ASSIGNMENT AND SUBCONTRACTING**

1. Assignment. Contractor shall not assign its rights nor delegate its duties hereunder without prior written consent of SVLD. The SVLD may condition such consent.
2. Subcontracting. Except as specifically detailed in the Contractor's Bid, Contractor shall not subcontract any part of the work hereunder without the prior written approval of SVLD. The SVLD may condition such consent.

**N. WAIVER**

Failure by SVLD or Contractor, at any time, to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

**O. ATTORNEYS' FEES**

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the **Fifth Judicial District Court of the State of Nevada**, in and for the County of Nye. The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

**P. GOVERNING LAW, VENUE AND COSTS**



This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the **Fifth Judicial District Court of the State of Nevada**, in and for the County of Nye. The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

**Q. ENTIRE AGREEMENT**

The terms and provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, representations, undertakings or agreements between the parties hereto with respect to the subject matter hereof, whether oral or written.

**R. NOTICES**

Any notice, proposal or objection relating to this Contract shall be in writing addressed to the parties as follows:

OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SMOKY VALLEY LIBRARY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman  
**SMOKY VALLEY LIBRARY DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_



SMOKY VALLEY LIBRARY DISTRICT  
PO BOX 1428  
ROUND MOUNTAIN, NV 89045  
EXPENDITURE LISTING

**APPROVED USING PRE-APPROVAL LETTER:**

Vendor Full Name	Invoice Date	Invoice #	Total Amount	Description
CHASE	9/29/2021	Chase September 2021	\$23,514.15	Credit Card
NV ENERGY	10/1/2021	379561 Sept. 2021	\$32.00	Power MPL
NV ENERGY	10/13/2021	378178 Sept. 2021	\$234.98	Power RMPL
<b>AMOUNT</b>			<b>\$23,781.13</b>	

**NEW INVOICES:**

Vendor Full Name	Invoice Date	Invoice #	Total Amount	Description
AMAZON	10/10/2021	Amazon Nov 2021	\$4,681.24	Various
BAKER & TAYLOR INC	10/5/2021	2036246489	\$44.17	Adult Books
BAKER & TAYLOR INC	10/14/2021	2036267319	\$31.16	Adult Books
CRIMSON MULTIMEDIA	10/1/2021	006411	\$998.27	Video Games
GENERAL STORE	10/12/2021	02-1036716	\$5.98	Janitorial
LUMOS AND ASSOCIATES INC	10/22/2021	110464	\$1,344.50	Manhattan Roof Proj.
MICROMARKETING LLC	10/5/2021	864245	\$54.59	Adult Audios
MICROMARKETING LLC	10/5/2021	864509	\$38.38	Adult Books
MICROMARKETING LLC	10/7/2021	864721	\$20.00	Adult Books
MICROMARKETING LLC	10/12/2021	864917	\$35.99	Kids Audios
MICROMARKETING LLC	10/12/2021	864986	\$21.59	Adult Books
MICROMARKETING LLC	10/14/2021	865097	\$31.85	Adult Audios
MICROMARKETING LLC	10/14/2021	865327	\$15.99	Adult Books
MICROMARKETING LLC	10/14/2021	865386	\$67.18	Adult Books
MICROMARKETING LLC	10/14/2021	865388	\$14.39	Kids Books
MICROMARKETING LLC	10/19/2021	865526	\$36.40	Adult Audios
MICROMARKETING LLC	10/19/2021	865834	\$11.99	Kids Books
MICROMARKETING LLC	10/19/2021	865914	\$39.38	Kids Books
MICROMARKETING LLC	10/19/2021	865926	\$28.38	Kids Books
MICROMARKETING LLC	10/21/2021	866104	\$49.75	Adult Books
MICROMARKETING LLC	10/21/2021	866110	\$14.39	Kids Books
MIDAMERICA BOOKS	10/6/2021	539495	\$254.35	Kids Books
PENWORTHY COMPANY	9/27/2021	0575451-IN	\$2,853.38	Kids Books
PENWORTHY COMPANY	10/4/2021	0575709-IN	\$1,083.41	Kids Books

Vendor Full Name	Invoice Date	Invoice #	Total Amount	Description
QUILL	10/6/2021	20060688	\$134.90	Janitorial
QUILL	10/11/2021	20160310	\$37.98	Janitorial
SMOKY VALLEY HARDWARE	10/26/2021	2110-145392	\$102.42	Building Maint.
WORLD TRADE PRESS	10/19/2021	INV676342	\$185.40	Database

<b>NEW INVOICE TOTAL:</b>	<b>\$12,237.41</b>
<b>PRE-APPROVED TOTAL:</b>	<b>\$23,781.13</b>
<b>GRAND TOTAL:</b>	<b>\$36,018.54</b>

\_\_\_\_\_  
Rebecca Lim, Chairperson

\_\_\_\_\_  
Gwenn Snow, Vice-Chairperson

\_\_\_\_\_  
Member

\_\_\_\_\_  
Sara Keehfuss, Treasurer

\_\_\_\_\_  
Frank Wagener, Member

PROJECTED Cash Flow 2021-2022 (BUDGETED AMOUNTS)

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Beginning Balance	\$ 796,937	\$ 609,514	\$ 678,739	\$ 829,416	\$ 598,542	\$ 462,718	\$ 313,955	\$ 382,511	\$ 228,273	\$ 302,323	\$ 139,000	\$ 630,686	\$ 1,572,199
Revenues	\$ 4,824	\$ 229,273	\$ 4,824	\$ 229,273	\$ 109,234	\$ 4,824	\$ 229,279	\$ 4,824	\$ 229,273	\$ 4,824	\$ 139,000	\$ 631,693	\$ 716,000
Wages	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,167	\$ 59,163	\$ 575,000
Benefits	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 31,250	\$ 245,000
Operating	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 20,417	\$ 163,333
Office	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 16,666
Fuel	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,000
Add	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 168
Postage	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 664
Travel	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 13,333
Leases	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,000
Utilities	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 6,666
Communications	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 6,666
Building Maint.	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 16,666
Vehicle Maint.	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 40,000
Equipment Maint.	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 163	\$ 1,306
Professional Services	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 20,000
Dues	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 5,333
Property Insurance	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 336
Unemployment	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 1,333	\$ 10,666
Grant	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 413	\$ 3,333
Capital Outlay	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 200,000
MONTHLY EXPENDITURE	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,397	\$ 154,379	\$ 1,252,749
ACTUAL CASH FLOW	\$ 609,514	\$ 678,739	\$ 529,216	\$ 598,542	\$ 462,718	\$ 313,955	\$ 382,511	\$ 228,197	\$ 302,323	\$ 139,000	\$ 630,686	\$ 481,380	\$ 1,852,749
Beginning Balance	\$ 823,121	\$ 791,551	\$ 781,192	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 308,172
Revenues	\$ 7,956	\$ 150,070	\$ 147,145	\$ 147,145	\$ 51,821	\$ 7,956	\$ 147,145	\$ 7,956	\$ 147,145	\$ 7,956	\$ 147,145	\$ 7,956	\$ 630,499
Wages	\$ 44,334	\$ 50,793	\$ 51,821	\$ 51,821	\$ 25,594	\$ 44,334	\$ 50,793	\$ 44,334	\$ 50,793	\$ 44,334	\$ 50,793	\$ 44,334	\$ 373,000
Benefits	\$ 21,327	\$ 25,594	\$ 25,594	\$ 25,594	\$ 9,942	\$ 21,327	\$ 25,594	\$ 21,327	\$ 25,594	\$ 21,327	\$ 25,594	\$ 21,327	\$ 181,152
Operating	\$ 18,447	\$ 37,339	\$ 37,339	\$ 37,339	\$ 1,683	\$ 18,447	\$ 37,339	\$ 18,447	\$ 37,339	\$ 18,447	\$ 37,339	\$ 18,447	\$ 149,000
Office	\$ 400	\$ 588	\$ 588	\$ 588	\$ 74	\$ 400	\$ 588	\$ 400	\$ 588	\$ 400	\$ 588	\$ 400	\$ 3,000
Fuel	\$ -	\$ 141	\$ 141	\$ 141	\$ 74	\$ -	\$ 141	\$ -	\$ 141	\$ -	\$ 141	\$ -	\$ 1,150
Add	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Postage	\$ -	\$ 88	\$ 88	\$ 88	\$ 18	\$ -	\$ 88	\$ -	\$ 88	\$ -	\$ 88	\$ -	\$ 700
Leases	\$ 1,030	\$ 1,030	\$ 1,179	\$ 1,179	\$ 18	\$ 1,030	\$ 1,030	\$ 1,030	\$ 1,030	\$ 1,030	\$ 1,030	\$ 1,030	\$ 8,000
Travel	\$ -	\$ 18	\$ -	\$ -	\$ -	\$ -	\$ 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,279
Communications	\$ 349	\$ 466	\$ 464	\$ 464	\$ 1,645	\$ 349	\$ 466	\$ 349	\$ 466	\$ 349	\$ 466	\$ 349	\$ 2,982
Building Maint.	\$ 55	\$ 355	\$ 1,236	\$ 1,236	\$ 6,221	\$ 55	\$ 355	\$ 55	\$ 355	\$ 55	\$ 355	\$ 55	\$ 4,500
Vehicle Maint.	\$ 135	\$ 2,712	\$ 1,884	\$ 1,884	\$ 735	\$ 135	\$ 2,712	\$ 135	\$ 2,712	\$ 135	\$ 2,712	\$ 135	\$ 11,250
Equipment Maint.	\$ -	\$ 418	\$ 316	\$ 316	\$ -	\$ -	\$ 418	\$ -	\$ 418	\$ -	\$ 418	\$ -	\$ 3,344
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,265
Dues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Property Insurance	\$ 14,850	\$ -	\$ -	\$ -	\$ -	\$ 14,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Unemployment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Capital Outlay	\$ 99,526	\$ 779	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000
MONTHLY EXPENDITURE	\$ 791,551	\$ 781,192	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 814,137	\$ 3,441,556
BUDGET	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 1,572,199	\$ 12,500,000
Remaining	\$ 1,267,021	\$ 562,452	\$ 307,499	\$ 181,152	\$ 22,318	\$ 2,785	\$ 914	\$ 16,762	\$ 2,982	\$ 10,000	\$ 6,221	\$ 23,355	\$ 1,538,994

**QUESTIONS REGARDING ECONOMIC CONDITIONS**

- | Yes                         | No                                  | Since the last filing:  |
|-----------------------------|-------------------------------------|---|
| 1. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has any employer that accounts for 15 % or more of the employment in the area closed or significantly reduced operations since the previous report? If yes, please provide details on page 2. |
| 2. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has your entity experienced a cumulative increase or decrease of 10% or more in population or assessed valuation in the past two years? If yes, please provide details on page 2.             |
| 3. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has there been any significant event(s) in the region which could affect your entity positively? If yes, please provide details on page 2.  |
| 4. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has there been any significant event(s) in the region which could affect your entity negatively? If yes, please provide details on page 2.  |
| 5. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has anything significant occurred which could affect your expected level of revenues? If yes, please provide details on page 2.   |

**QUESTIONS REGARDING OPERATIONS**

- |                              |                                     |   |
|------------------------------|-------------------------------------|---|
| 6. <input type="checkbox"/>  | <input checked="" type="checkbox"/> | Has the ending fund balance in your general (principal operating) fund had an unexplained, unbudgeted, or unanticipated decline for the past two fiscal years? If yes, please provide details on page 2.          |
| 7. <input type="checkbox"/>  | <input checked="" type="checkbox"/> | Has the entity entered into any new debt arrangements since the previous report? If yes, please provide details on page 2.  |
| 8. <input type="checkbox"/>  | <input checked="" type="checkbox"/> | Has the entity borrowed money to pay for current operations? If yes, please provide details on page 2.  |
| 9. <input type="checkbox"/>  | <input checked="" type="checkbox"/> | Has the entity made an interfund loan(s) to pay for current operations? If yes, please provide details on page 2.   |
| 10. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the entity failed to pay timely any contributions to governmental agencies for the benefits of its employees, (for example, PERS, Workmen's Comp or Federal taxes)? If yes, please provide details on page 2. |
| 11. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the entity failed to make timely payments for debt service, to vendors or others? If yes, please provide details on page 2.   |
| 12. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the entity augmented the appropriated expenses for any proprietary fund since the previous report? If yes, please provide details on page 2.  |

13. Cash and cash equivalents (unaudited) as of quarter ending 9/30/2021  
 (Enterprise Fund(s) Only)

<u>Prior Year</u>	<u>Current Year</u>
<u>N/A</u>	<u>N/A</u>

14. General Fund Ending Balance (unaudited) as of quarter ending 9/30/2021

<u>Prior Year</u>	<u>Current Year</u>
<u>576,889</u>	<u>814,137</u>

15. Cash and cash equivalents (unaudited) as of quarter ending 9/30/2021  
 (General Fund Only)

<u>Prior Year</u>	<u>Current Year</u>
<u>576,889</u>	<u>814,137</u>

DETAILS OF POSITIVE RESPONSES TO QUESTIONS ON PAGE 1

1-6. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7.	Date	Type	Amount
	_____	_____	_____
	_____	_____	_____

8.	Date	Lender	Amount
	_____	_____	_____
	_____	_____	_____

9.	Date	From Fund	To Fund	Amount
	_____	_____	_____	_____
	_____	_____	_____	_____

10-11. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

12.	Date	Fund	Amount
	_____	_____	_____
	_____	_____	_____

13-15. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PREPARED BY: Jeanne Bleecker / Co-Director SVLD  
 Name/Title

\_\_\_\_\_  
 Signature

**PERSON SIGNING CERTIFIES ALL INFORMATION PROVIDED IS TRUE & CORRECT FOR THE PERIOD INDICATED.**

REVIEWED BY: Sara Keehfuss / Treasurer SVLD  
 Name/Title

\_\_\_\_\_  
 Signature