



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, August 6, 2025 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Joe Mendoza

City Manager

Fernley City Council Chambers, 595 Silver Lace Boulevard, Fernley, NV 89408

Zoom information:

Please click the following link to join the webinar: <https://us02web.zoom.us/j/82966343247>, or one tap mobile: 12532158782, Dial: 669 900 9128, Webinar ID: 829 6634 3247

Public Notice: This agenda has been physically posted in compliance with 241.020 at Fernley City Hall, 595 Silver Lace Blvd. In addition, this agenda has been electronically posted in compliance with NRS 241.020(3) at www.cityoffernley.org and NRS 232.2175 at <https://notice.nv.gov/>. To obtain further documentation regarding posting, please contact the City Clerk's Office at (775) 784-9830 or cityclerk@cityoffernley.org

Public Comment: Those wishing to address the City Council may submit public comment through the [online public comment form](#), or by sending an email to cityclerk@cityoffernley.org. Comments received prior to 4:00 pm the day of the meeting will be provided to City Council and added to the record but will not be read during the live meeting. Public comments received after 4 pm the day of the meeting will be included in the record but may not reach council members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

Accommodations: City Council and staff will make reasonable efforts to assist and accommodate individuals with disabilities desiring to attend the meeting. Please contact the City Clerk's Office at (775) 784-9830 in advance so that arrangements can be made.

Supporting Material: Staff reports and supporting material for the meeting are available at the City Clerk's Office, and on the City's website at www.cityoffernley.org. Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the City Council.

Order of Business: The presiding officer shall determine the order of the agenda. The Fernley City Council may combine two or more agenda items for consideration; remove an item from the agenda; or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted. Items scheduled to be heard at a specific time will be heard no earlier than the stated time but may be heard later.

1. INTRODUCTORY ITEMS

- 1.1. Pledge of Allegiance**
- 1.2. Roll Call**
- 1.3. Public Forum**
- 1.4. (For Possible Action) Approval of Agenda**

2. CONSENT AGENDA

(PLEASE NOTE: ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE, AND MAY BE ACTED UPON BY THE COUNCIL MEMBERS IN ONE MOTION, AND WITHOUT AN EXTENSIVE HEARING. ANY MEMBER OF THE COUNCIL MAY REQUEST THAT AN ITEM BE TAKEN FROM THE CONSENT AGENDA, DISCUSSED, AND ACTED UPON SEPARATELY DURING THIS MEETING.)

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. Possible Action to approve the Purdue Bankruptcy/Sacklers Opioid Litigation Settlement**
- 2.5. Possible Action to authorize the execution of the water rights banking and dedication agreement with Reghetti Investments, LLC, and Brian and Jeanne Bishop-Parise, APN 021-351-04 TCID serial number 1078-2-B in the amount of 10 acre feet.**
- 2.6. Possible Action to approve the job description and wage scale for the Code Enforcement Manager position.**
- 2.7. Possible Action to approve the job description and wage scale for the Code Enforcement Officer position.**
- 2.8. Possible Action to approve a contract with CPS HR Consultants for \$30,000.00 for executive recruitment services for a City Manager.**
- 2.9. Possible Action to approve an Additional Service Request (ASR) 04 with TSK Architects for \$9,800.00 for concept design services for shade structures on the event lawn space at the Community Response and Resource Center.**
- 2.10. Possible Action to adopt an Interlocal Agreement with Carson City Regional Transportation Commission to complete a Safe Routes to School Planning Study.**
- 2.11. Possible Action to approve a contract with Shaw Engineering for on-call engineering services.**
- 2.12. Possible Action to approve a contract for building department plan review services with B.C.S (Building Code Solutions)**
- 2.13. For Possible Action to purchase one (1) drone for the City of Fernley's Vector Control Department for an amount not to exceed \$65,000.**
- 2.14. For Possible Action to purchase one (1) 4,000-gallon water truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$250,000.**
- 2.15. For Possible Action to purchase one (1) 1/2-ton four-wheel drive pickup truck for the City of Fernley's Code Enforcement Department for an amount not to exceed \$65,000.**
- 2.16. For Possible Action to purchase one (1) mid-size SUV for the City of Fernley's Code Enforcement Department for an amount not to exceed \$65,000.**
- 2.17. For Possible Action to purchase one (1) high-reach scissor lift for the City of Fernley's Facilities Department for an amount not to exceed \$25,000.**

- 2.18. For Possible Action to purchase one (1) ride-on zero-turn mower for the City of Fernley's Parks Department for an amount not to exceed \$15,000.
- 2.19. For Possible Action to purchase one (1) ultra-low volume (ULV) fogger/sprayer for the City of Fernley's Vector Control Department for an amount not to exceed \$25,000.
- 2.20. For Possible Action to purchase one (1) turf sweeper for the City of Fernley's Parks Department for an amount not to exceed \$25,000.
- 2.21. For Possible Action to purchase one (1) skid steer with rotary brush cutter for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$85,000.
- 2.22. For Possible Action to purchase one (1) light tower with an attached generator for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$16,000.
- 2.23. For Possible Action: Approval of Change Order in the amount of \$127,680.00 to the existing construction contract with Resource Development Company to remove 2 feet of sediment and vegetation from the existing overflow and infiltration basin at the Water Treatment Plant.
- 2.24. Possible action to purchase 16 new floating surface aerators and they will give us 1 surface aerator to make a total of 17 to be replaced in FY 2026, per Nevada Division of Environmental Protection (NDEP) requirement for the East Wastewater Treatment Plant for the amount of \$399,280.00.
- 2.25. For possible action, East Lift Station Improvements - Professional Services Agreement with Lumos & Associates.
- 2.26. Possible Action to approve a Request for Amendment No. 2 for \$37,870 to Cumming Group's current Community Response and Resource Center contract.

3. REPORTS - THIS ITEM IS FOR VARIOUS PUBLIC ENTITY REPRESENTATIVES TO PROVIDE GENERAL INFORMATION TO THE COUNCIL AND PUBLIC. NO ACTION WILL BE TAKEN.

- 3.1. Reports by City Staff, City Council, and the Mayor, including but not limited to monthly statistical reports by city departments.

4. ORDINANCES

- 4.1. Discussion and Possible Action. First reading of Bill #361 (associated with CA25001) to revise Section 32.03.040(b) (Comprehensive Master Plan Amendment) of the City of Fernley Development Code to better reflect the requirements found in NRS 278.210 for amending the Master Plan.

5. STAFF REPORTS

- 5.1. Discussion and Possible Action regarding the Final Preliminary Engineering Report (PER) for the City of Fernley Water Treatment Plant (WTP) Caustic Soda and Compressed Air System Improvements and seek direction to proceed with final design, bidding services, and construction costs.
- 5.2. Presentation and discussion regarding the City's quarterly financial report.

6. PUBLIC FORUM

7. ADJOURNMENT

Next Meeting: August 20th at 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
A & K EARTH MOVERS, INC.								
304	A & K EARTH MOVERS, INC.	Pay App # 7	Shadow Ln - Water Construction	05/31/2025	17,850.50		510-166100 Construction In Progress	525
304	A & K EARTH MOVERS, INC.	Pay App # 7	Shadow Ln - Street Construction	05/31/2025	1,135,102.75		100-475-745 RTC Reimbursable	525
304	A & K EARTH MOVERS, INC.	Pay App # 8	Shadow Ln - Street Construction	06/30/2025	685,012.64		100-475-745 RTC Reimbursable	625
304	A & K EARTH MOVERS, INC.	Pay App # 8	Shadow Ln - Water Construction	06/30/2025	49,210.00		510-166100 Construction In Progress	625
Total 304:					1,887,175.89			
AFLAC								
5690	AFLAC	765114	SUPPLEMENTAL INSURANCE	07/25/2025	577.16	07/25/2025	100-217400 AFLAC Insurance Payable	725
Total 5690:					577.16			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202507A-FMC-	Spanish - 24 TR 006663K	07/07/2025	160.00	07/18/2025	100-425-330 Prof Serv-Interpreter	725
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202507C	Spanish - 25 CR 00105 3K, 24 TR 00666 3K, 25 TR 00403 3	07/21/2025	240.00		100-425-330 Prof Serv-Interpreter	725
Total 8498:					400.00			
ALLDATA LLC								
8930	ALLDATA LLC	INVC05878786	ALLDATA Automotive Repair Services	07/13/2025	361.60	07/18/2025	100-480-342 Tech Services-Other	725
Total 8930:					361.60			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980306092	SHIRT CONTRACT	07/08/2025	84.49	07/18/2025	100-480-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980306093	SHOP MAT SERVICE	07/08/2025	97.56	07/18/2025	100-475-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980307760	uniforms	07/15/2025	83.43	07/18/2025	100-480-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980307761	Clothing/Mats	07/15/2025	83.77	07/18/2025	100-475-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980307762	floor mat service	07/15/2025	32.85	07/18/2025	510-810-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980309427	PS custodial supply	07/22/2025	144.22		510-840-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980309434	SHIRT CONTRACT	07/22/2025	83.43		100-480-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980309435	SHOP MAT SERVICE	07/22/2025	97.56		100-475-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980309436	Clothing/Floor mats	07/22/2025	83.77		100-475-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980309437	mat service	07/22/2025	32.85		510-810-420 Outside Services	725
1895	ARAMARK (VESTIS)	5980309439	Floor Mats	07/22/2025	199.26		100-417-420 Outside Services	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1895:					1,023.19			
AT&T								
13	AT&T	28574 JUL 25	131 252-8129 614 5	07/02/2025	230.00	07/24/2025	100-417-530 Communications	725
13	AT&T	28574 JUL 25	131 252-7192 857 4	07/02/2025	308.16	07/24/2025	100-417-530 Communications	725
13	AT&T	98670 JUN 25	775-786-2229 867 0	06/20/2025	1,520.95	07/11/2025	100-417-530 Communications	625
Total 13:					2,059.11			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 JULY25	815519343 JULY - 2025	06/27/2025	1,058.83	07/25/2025	100-417-530 Communications	625
Total 448:					1,058.83			
AUTO MEDIATOR INC								
9069	AUTO MEDIATOR INC	12025	Criminal expert parale matter	06/30/2025	18,125.00		100-414-322 Prof Serv-Other	625
Total 9069:					18,125.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	22344/5	WTP SUPPLIES	07/09/2025	41.97		510-840-614 Shop Supplies	725
20	BIG R OF FERNLEY	22346/5	Water/Fuel Mix, Rope, Lighter	07/09/2025	40.16	07/18/2025	100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22348/5	Batteries	07/10/2025	49.96	07/18/2025	100-575-612 Building Maint Supplies	725
20	BIG R OF FERNLEY	22351/5	PVC	07/10/2025	31.96	07/18/2025	100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22356/5	Cable/Rope/Hardware	07/10/2025	16.90	07/18/2025	100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22363/5	Work gloves for Abram	07/11/2025	35.90	07/18/2025	520-810-616 Safety Supplies	725
20	BIG R OF FERNLEY	22374/5	Concrete Gloves	07/14/2025	11.85	07/18/2025	100-475-616 Safety Supplies	725
20	BIG R OF FERNLEY	22397/5	hinges for electrical box for electrician	07/17/2025	43.98	07/18/2025	100-480-610 Automotive Supplies	725
20	BIG R OF FERNLEY	22401/5	PVC Supplies	07/17/2025	42.24		100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22404/5	Water, gloves, hardware	07/18/2025	35.54		100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22412/5	Keys	07/18/2025	12.28		100-575-612 Building Maint Supplies	725
20	BIG R OF FERNLEY	22413/5	Ac General Supplies	07/18/2025	20.46		100-525-600 General Supplies	725
20	BIG R OF FERNLEY	22420/5	Fuel Mix	07/21/2025	65.98		100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22422/5	Pitch Fork	07/21/2025	69.98		100-528-600 General Supplies	725
20	BIG R OF FERNLEY	22423/5	Rope, snap locks, lag bolt	07/21/2025	58.36		100-475-600 General Supplies	725
20	BIG R OF FERNLEY	22428/5	Yellow Rope	07/22/2025	5.75		100-475-600 General Supplies	725
20	BIG R OF FERNLEY	22433/5	Drill Bits, Tape, crayon, Misc Supplies	07/23/2025	109.73		100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22435/5	Rope	07/23/2025	11.79		520-810-600 General Supplies	725
20	BIG R OF FERNLEY	22438/5	Irrigation Fittings	07/23/2025	32.82		100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22440/5	LITTER Sifter	07/23/2025	3.99		100-525-600 General Supplies	725
20	BIG R OF FERNLEY	22447/5	Waterproof boots for Don	07/24/2025	164.95		520-810-616 Safety Supplies	725
20	BIG R OF FERNLEY	22454/5	Tools/Hardware	07/25/2025	36.83		100-575-600 General Supplies	725
20	BIG R OF FERNLEY	22465/5	Abram waterproof boots	07/28/2025	185.95		520-810-616 Safety Supplies	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 20:					1,129.33			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	70825-1	Name Plane Bus. Card- Ana N.	07/18/2025	46.20		520-810-550 Printing and Postage	725
6970	BOB'S PRINTING AND SIGNAGE	70825-1	Name Plane Bus. Card- Ana N.	07/18/2025	23.10		510-840-550 Printing and Postage	725
6970	BOB'S PRINTING AND SIGNAGE	70825-1	Name Plane Bus. Card- Ana N.	07/18/2025	23.10		510-810-550 Printing and Postage	725
Total 6970:					92.40			
BOYS & GIRLS CLUB OF TRUCKEE MEADOWS								
8833	BOYS & GIRLS CLUB OF TRUCKEE MEADOWS	FINALFY24-25BGC	Final FCTA R2 FY24-25 Boys & Girls Club Jan-June	06/30/2025	4,994.00	07/18/2025	225-575-650 Community Support	625
Total 8833:					4,994.00			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	10345951	Trash Bags, Soap, Towels	07/11/2025	398.02	07/18/2025	100-417-612 Building Maint Supplies	725
Total 8837:					398.02			
BURDICK EXCAVATING CO INC								
9055	BURDICK EXCAVATING CO INC	Pay Est No 3	Depot Restroom-retainage	06/30/2025	20,340.95	07/18/2025	100-417-720 Buildings	625
Total 9055:					20,340.95			
CASELLE, INC.								
26	CASELLE, INC.	7352	ANN'L SUPP; MAINT 7/1/25-6/30/26	07/01/2025	48,800.00	07/25/2025	100-418-342 Tech Services-Other	725
Total 26:					48,800.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AE8KM5R	Laptops (3)/docking station (3) for Finance Dept	07/08/2025	3,078.54	07/18/2025	100-415-605 Minor Equipment	725
27	CDW GOVERNMENT INC.	AE9TC2X	Hard Drive for IT	07/17/2025	111.22		100-418-600 General Supplies	725
27	CDW GOVERNMENT INC.	AE9US8V	Lap Top For HR	07/17/2025	804.66		100-419-605 Minor Equipment	725
27	CDW GOVERNMENT INC.	AE9UV5C	Multifunctional printer	07/17/2025	620.79		100-417-601 Office Supplies	725
Total 27:					4,615.21			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	7116	PS HVAC troubleshooting	07/11/2025	210.00	07/18/2025	510-840-424 Outside Serv-HVAC	725
9033	CERRIS SYSTEMS RENO, INC.	7117	PS HVAC repairs	06/30/2025	9,150.00	07/18/2025	510-840-424 Outside Serv-HVAC	625
9033	CERRIS SYSTEMS RENO, INC.	7120	PS HVAC service	06/30/2025	60.65	07/18/2025	510-840-424 Outside Serv-HVAC	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9033:					9,420.65			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401072125	24401 7/28-8/27/25 355 Cottonwood	07/21/2025	129.98		100-417-530 Communications	725
4479	CHARTER COMMUNICATIONS	175969701070125	69701 595 Silver Lace July 25 07/01-07/31	07/01/2025	1,336.57	07/11/2025	100-417-530 Communications	725
4479	CHARTER COMMUNICATIONS	175970201070125	7020 355 Cottonwood 7/1-7/31	07/01/2025	386.57	07/11/2025	100-417-530 Communications	725
Total 4479:					1,853.12			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.7838.17 JUL 25	NEW TREATED WATER RESERVOIR WTP	07/01/2025	101.31	07/11/2025	510-166100 Construction In Progress	725
Total 32:					101.31			
CIVIC PLUS								
3028	CIVIC PLUS	338385	A Municipal Websites Central integration ,hosting and support	07/01/2025	33,233.81	07/25/2025	100-418-342 Tech Services-Other	725
3028	CIVIC PLUS	340390	Agenda Management	08/23/2025	18,369.42		100-418-342 Tech Services-Other	825
Total 3028:					51,603.23			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340801068	E3103934 SUPPLEMENTAL INSURANC	08/01/2025	55.16	07/25/2025	100-218000 COLONIAL INSURANCE PAYABL	825
Total 3520:					55.16			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	18305	CRRC Inspections	06/30/2025	1,514.50	07/18/2025	225-575-720 Buildings	625
Total 5587:					1,514.50			
CONSTRUCTION SEALANTS AND SUPPLY								
6839	CONSTRUCTION SEALANTS AND SUPPLY	r177040	Detack	07/18/2025	159.90		100-475-600 General Supplies	725
Total 6839:					159.90			
CORWIN FORD								
8843	CORWIN FORD	312063	DIOG ON # 9004 FLEET	07/08/2025	580.00		100-480-610 Automotive Supplies	725
Total 8843:					580.00			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	171609	CRRC Contract June 2025	06/30/2025	34,034.00	07/30/2025	225-575-720 Buildings	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 8889:					34,034.00				
DESERT HILLS FIRE & SECURITY SYSTEMS									
9066	DESERT HILLS FIRE & SECURITY SYSTEMS	77916	Fire System Alarm Communication	07/10/2025	375.00	07/18/2025	100-417-530	Communications	725
Total 9066:					375.00				
DOWL, LLC									
8931	DOWL, LLC	18 2025	Enngineering maps, reimbursement	06/30/2025	2,100.00	07/18/2025	100-228311	Engineering Reimb. (Maps)	625
8931	DOWL, LLC	18 2025	Professional services, surveying	06/30/2025	46.25	07/18/2025	100-610-322	Prof Serv-Other	625
8931	DOWL, LLC	7363.30292.02-10	DOWL - GIS Support	06/30/2025	5,180.00	07/18/2025	100-529-320	Prof Serv-Engineering	625
8931	DOWL, LLC	7363.30583.01-2	DOWL - 70% Plan Review Cedar St	06/30/2025	753.80		100-475-730	Improve Other than Buildings	625
Total 8931:					8,080.05				
EMPLOYEES, CITY OF FERNLEY									
8639	EMPLOYEES, CITY OF FERNLEY	111-4243814-1799457	REIMB FOR ANNUAL BOOTS- J. HAUMANN	07/24/2025	198.14		520-810-616	Safety Supplies	725
8639	EMPLOYEES, CITY OF FERNLEY	7425	REIMB FOR FUEL ON 7/4/25	07/04/2025	111.00	07/11/2025	100-575-626	Gasoline	725
8639	EMPLOYEES, CITY OF FERNLEY	7825	REIMB FOR ANNUAL BOOTS- T. HARRIS	07/08/2025	250.00	07/11/2025	510-810-616	Safety Supplies	725
8639	EMPLOYEES, CITY OF FERNLEY	FL 7.8.25	REIMB FOR CAR WASH PWD - PLATE 8078Q	07/08/2025	10.00	07/11/2025	100-480-420	Outside Services	725
8639	EMPLOYEES, CITY OF FERNLEY	MO20250723	REIMB FOR WIGWAM BUSINESS LUNCHEON-EDAWN/MA	07/23/2025	42.30	07/25/2025	100-412-582	Travel	725
Total 8639:					611.44				
FERNLEY 4th OF JULY INC									
53	FERNLEY 4th OF JULY INC	FL 7.14.25	KEY DEPOSIT #6 KEY RETURNED 7/7/25	07/14/2025	35.00	07/18/2025	100-480-610	Automotive Supplies	725
53	FERNLEY 4th OF JULY INC	R2FY24-25	4th of July R2FY24-25 Jan-June	06/30/2025	9,833.33		225-575-650	Community Support	625
Total 53:					9,868.33				
FERNLEY ART & CULTURE EVENT SQUAD									
8729	FERNLEY ART & CULTURE EVENT SQUAD	FinalFY24-25R2	Aces FinalFY24-25 R2 Jan-Jun 25	06/30/2025	13,941.21	07/18/2025	225-575-650	Community Support	625
Total 8729:					13,941.21				
FLORES, ROBERT C.									
9012	FLORES, ROBERT C.	7925	PLANNING COMMISSION STIPEND	07/09/2025	80.00		100-610-322	Prof Serv-Other	725
Total 9012:					80.00				
FLYERS ENERGY, LLC									
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-WD	07/15/2025	945.73	07/25/2025	510-810-626	Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-FLEET	07/15/2025	194.08	07/25/2025	100-480-626	Gasoline	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-FACILITIES	07/15/2025	413.03	07/25/2025	100-417-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-WTP	07/15/2025	96.22	07/25/2025	510-840-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-COURT	07/15/2025	56.42	07/25/2025	100-425-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-ENG	07/15/2025	160.35	07/25/2025	100-529-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-PARKS	07/15/2025	413.03	07/25/2025	100-575-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-WW	07/15/2025	1,210.63	07/25/2025	520-810-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-ANIMAL CONTROL	07/15/2025	337.88	07/25/2025	100-525-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-VECTOR	07/15/2025	150.94	07/25/2025	100-528-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-STREETS	07/15/2025	1,370.38	07/25/2025	100-475-626 Gasoline	725
18	FLYERS ENERGY, LLC	CFS-4313297	GASOLINE-BUILDING	07/15/2025	316.27	07/25/2025	100-605-626 Gasoline	725
Total 18:					5,664.96			
GARVIN, TESSA								
9010	GARVIN, TESSA	7925	PLANNING COMMISSION STIPEND	07/09/2025	80.00		100-610-322 Prof Serv-Other	725
Total 9010:					80.00			
GRAINGER								
252	GRAINGER	9575124251	Water pump for valve exerciser	07/16/2025	699.52	07/18/2025	510-810-610 Automotive Supplies	725
252	GRAINGER	9582259686	Heavy Duty Asphalt/Gravel Rakes	07/23/2025	342.96		100-475-605 Minor Equipment	725
Total 252:					1,042.48			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2991635	Cold Mix	07/10/2025	455.00		100-475-600 General Supplies	725
64	GRANITE CONSTRUCTION CO	2997709	Hot Mix	07/17/2025	1,814.80		100-575-600 General Supplies	725
Total 64:					2,269.80			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	68242	tools for shop	07/23/2025	275.94		100-480-600 General Supplies	725
Total 8987:					275.94			
HACH COMPANY								
406	HACH COMPANY	14595995	PS Compliance Instruments Service	07/26/2025	5,365.00		510-840-430 Outside Serv-Repair & Maint	725
Total 406:					5,365.00			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111921	Misc. Service Labor	07/02/2025	145.00	07/18/2025	100-605-420 Outside Services	725
70	HANNEMAN SERVICE	111922	Misc. Service Labor	07/02/2025	145.00	07/18/2025	100-605-420 Outside Services	725
70	HANNEMAN SERVICE	14419	1996 Green Chevy Blazer No Plates Across from 340 Emigra	07/06/2025	55.00	07/18/2025	100-605-420 Outside Services	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	14420	2005 Dodge Ram Silver 331H90 2202 Ellice	07/02/2025	55.00	07/18/2025	100-605-420 Outside Services	725
Total 70:					400.00			
HARBOR FREIGHT COMMERCIAL ACCOUNT								
457	HARBOR FREIGHT COMMERCIAL ACCOUNT	6a3dc02f	TOOLS FOR SHOP	07/28/2025	144.98		100-480-600 General Supplies	725
Total 457:					144.98			
HOLT, JULIANNE								
9026	HOLT, JULIANNE	7925	PLANNING COMMISSION STIPEND	07/09/2025	80.00		100-610-322 Prof Serv-Other	725
Total 9026:					80.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-053	3721P GROUP HEALTH INSURANCE	08/01/2025	88,653.28	07/25/2025	100-217000 HEALTH INSURANCE PAYABLE	825
Total 4842:					88,653.28			
IBEW Local 1245								
83	IBEW Local 1245	JULY 2025-1	UNION DUES, ONE HALF OF MONTH	07/11/2025	1,450.75	07/11/2025	100-219900 OTHER PAYROLL PAYABLES	725
83	IBEW Local 1245	JULY 2025-2	UNION DUES, ONE HALF OF MONTH	07/25/2025	1,450.75	07/25/2025	100-219900 OTHER PAYROLL PAYABLES	725
Total 83:					2,901.50			
IDEMIA IDENTITY & SECURITY USA LLC								
8961	IDEMIA IDENTITY & SECURITY USA LLC	182373	Livescan Maintenance	07/01/2025	1,238.00	07/18/2025	210-425-699 Miscellaneous	725
Total 8961:					1,238.00			
IMLA								
8544	IMLA	101	Dues and fees imla	07/15/2025	669.00		100-414-581 Dues and Memberships	725
Total 8544:					669.00			
INTERCEPT INC								
9054	INTERCEPT INC	9624	Steven Williams Ankle Monitor	07/03/2025	300.00	07/18/2025	100-425-341 Pretrial Services Program	725
Total 9054:					300.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JULY 2025- TERM	W/HOLD TAX PAYABLE, PAYROLL	07/16/2025	173.66	07/16/2025	100-212000 FEDERAL WITHHOLDING PAYAB	725
7879	INTERNAL REVENUE SERVICE	JULY 2025- TERM	MED TAX PAYABLE, PAYROLL	07/16/2025	97.82	07/16/2025	100-211000 FICA PAYABLE	725
7879	INTERNAL REVENUE SERVICE	JULY 2025-1	FICA TAX PAYABLE, PAYROLL	07/11/2025	382.66	07/11/2025	100-211000 FICA PAYABLE	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7879	INTERNAL REVENUE SERVICE	JULY 2025-1	MED TAX PAYABLE, PAYROLL	07/11/2025	7,547.02	07/11/2025	100-211000 FICA PAYABLE	725
7879	INTERNAL REVENUE SERVICE	JULY 2025-1	W/HOLD TAX PAYABLE, PAYROLL	07/11/2025	28,034.82	07/11/2025	100-212000 FEDERAL WITHHOLDING PAYAB	725
7879	INTERNAL REVENUE SERVICE	JULY 2025-2	W/HOLD TAX PAYABLE, PAYROLL	07/25/2025	29,947.36	07/25/2025	100-212000 FEDERAL WITHHOLDING PAYAB	725
7879	INTERNAL REVENUE SERVICE	JULY 2025-2	FICA TAX PAYABLE, PAYROLL	07/25/2025	405.58	07/25/2025	100-211000 FICA PAYABLE	725
7879	INTERNAL REVENUE SERVICE	JULY 2025-2	MED TAX PAYABLE, PAYROLL	07/25/2025	7,767.84	07/25/2025	100-211000 FICA PAYABLE	725
Total 7879:					74,356.76			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	879986-IN	SOLVENT FOR FLEET	07/21/2025	99.55		100-480-610 Automotive Supplies	725
Total 4329:					99.55			
JUB ENGINEERS, INC								
8846	JUB ENGINEERS, INC	182761	Mesa Dr Main Extension	03/01/2025	2,604.12	07/18/2025	510-166100 Construction In Progress	325
8846	JUB ENGINEERS, INC	184230	Water Main Mesa Extension	03/30/2025	8,721.70	07/18/2025	510-166100 Construction In Progress	325
8846	JUB ENGINEERS, INC	185575	East Cedar St Rehab - Design	06/30/2025	33,824.90		100-475-730 Improve Other than Buildings	625
Total 8846:					45,150.72			
KELLER ASSOCIATES INC								
9056	KELLER ASSOCIATES INC	251699	WTP Caustic Soda Pipe Replacement	06/15/2025	5,916.00		510-166100 Construction In Progress	625
9056	KELLER ASSOCIATES INC	252014	WTP Caustic Soda Pipe Replacement	06/30/2025	4,959.00		510-166100 Construction In Progress	625
Total 9056:					10,875.00			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	32335564	SW Area Plan Amendment #2	06/30/2025	6,700.00	07/18/2025	100-610-322 Prof Serv-Other	625
Total 8715:					6,700.00			
KOLVET, BRENT								
8611	KOLVET, BRENT	62525	ALL DAY COVERAGE - CONFERENCE	06/25/2025	396.00	07/11/2025	100-425-335 Prof Serv-Senior Judge	625
Total 8611:					396.00			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	7925	PLANNING COMMISSION STIPEND	07/09/2025	80.00		100-610-322 Prof Serv-Other	725
Total 9020:					80.00			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD JUN 25	2 Car washes	06/30/2025	22.00	07/18/2025	100-605-420 Outside Services	625
9051	LICKETY SPLIT EXPRESS WASH, LLC	#12 COURT JUN 25	1 car wash	06/30/2025	11.00	07/25/2025	100-425-322 Prof Serv-Other	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
9051	LICKETY SPLIT EXPRESS WASH, LLC	#15 CITY HALL 6001 JUN	1 car wash	06/30/2025	11.00	07/18/2025	100-417-420 Outside Services	625
9051	LICKETY SPLIT EXPRESS WASH, LLC	#3 STREETS JUN 25	1 truck wash	06/30/2025	11.00	07/18/2025	100-475-420 Outside Services	625
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 FLEET JUN 25	1 truck wash	06/30/2025	11.00	07/25/2025	100-480-420 Outside Services	625
9051	LICKETY SPLIT EXPRESS WASH, LLC	#8 WW JUN 25	4 truck washes	06/30/2025	44.00	07/18/2025	520-810-420 Outside Services	625
9051	LICKETY SPLIT EXPRESS WASH, LLC	#9 WTP JUN 25	1 truck wash	06/30/2025	11.00	07/18/2025	510-840-420 Outside Services	625
Total 9051:					121.00			

LOWES CREDIT SERVICES

7650	LOWES CREDIT SERVICES	70695	Floor Paper, Screen, Plastic Sheeting	07/11/2025	107.10	07/18/2025	100-417-600 General Supplies	725
7650	LOWES CREDIT SERVICES	77468	WWTP window AC unit	07/14/2025	521.55	07/18/2025	520-810-614 Shop Supplies	725
7650	LOWES CREDIT SERVICES	77931	PS Shop Supplies	07/14/2025	237.30		510-840-614 Shop Supplies	725
7650	LOWES CREDIT SERVICES	80308	Reflectors	07/02/2025	16.55	07/18/2025	100-575-600 General Supplies	725
7650	LOWES CREDIT SERVICES	81341	Wheelbarrow	07/02/2025	113.05	07/18/2025	100-575-605 Minor Equipment	725
7650	LOWES CREDIT SERVICES	81509	Kordell's tools	07/16/2025	119.19		520-810-600 General Supplies	725
7650	LOWES CREDIT SERVICES	87160	Primer, wood glue, Filler	07/18/2025	63.59		100-575-600 General Supplies	725
7650	LOWES CREDIT SERVICES	93596	Small Tools	07/21/2025	17.56		520-810-614 Shop Supplies	725
7650	LOWES CREDIT SERVICES	93596	Small Tools	07/21/2025	8.78		510-840-600 General Supplies	725
7650	LOWES CREDIT SERVICES	93596	Small Tools	07/21/2025	8.77		510-810-614 Shop Supplies	725
7650	LOWES CREDIT SERVICES	96045	Button Caps, Lumber, Brackets	07/09/2025	35.18	07/18/2025	100-575-600 General Supplies	725
7650	LOWES CREDIT SERVICES	96148	AA Podium	07/09/2025	11.38	07/18/2025	510-810-600 General Supplies	725
7650	LOWES CREDIT SERVICES	96272	CM Conference table Build	07/22/2025	76.82		100-413-600 General Supplies	725
7650	LOWES CREDIT SERVICES	96564	Gloves/Glasses	07/09/2025	101.08	07/18/2025	100-475-616 Safety Supplies	725
7650	LOWES CREDIT SERVICES	96564	Concrete Patch	07/09/2025	47.45	07/18/2025	100-475-600 General Supplies	725
7650	LOWES CREDIT SERVICES	974191	Final CMO Desk supplies	06/02/2025	141.55		100-413-600 General Supplies	625
7650	LOWES CREDIT SERVICES	97518	PVC Main St Art Park	07/23/2025	81.93		220-480-684 Main Street Beautification	725
7650	LOWES CREDIT SERVICES	978130	Halloween Dungeon Door -Spooktacular	07/01/2025	57.15		100-412-650 Community Support	725
7650	LOWES CREDIT SERVICES	978503	Misc Hardware	06/04/2025	26.56		100-417-600 General Supplies	625
7650	LOWES CREDIT SERVICES	979222	bolts and washers	07/01/2025	23.84		520-810-614 Shop Supplies	725
7650	LOWES CREDIT SERVICES	979473	Dungeon Door Supplies- Spooktacular	06/18/2025	110.85		100-412-650 Community Support	625
7650	LOWES CREDIT SERVICES	983834	Rags, clear spray, paint, misc supplies	06/20/2025	145.89		100-417-614 Shop Supplies	625
7650	LOWES CREDIT SERVICES	984178	Gazebo at cemetery (Paneling)	06/20/2025	264.88		100-576-600 General Supplies	625
7650	LOWES CREDIT SERVICES	984533	Gazebo paneling cemetery	06/20/2025	11.34		100-576-600 General Supplies	625
7650	LOWES CREDIT SERVICES	99021	General supplies for the SCADA Tech	07/24/2025	33.14		510-840-600 General Supplies	725
7650	LOWES CREDIT SERVICES	99021	General supplies for the SCADA Tech	07/24/2025	33.14		510-810-600 General Supplies	725
7650	LOWES CREDIT SERVICES	99021	General supplies for the SCADA Tech	07/24/2025	33.16		520-810-600 General Supplies	725
7650	LOWES CREDIT SERVICES	99025	PS Shop Supplies	07/24/2025	96.60		510-840-614 Shop Supplies	725
7650	LOWES CREDIT SERVICES	99257	cleaning supplies	07/10/2025	96.89	07/18/2025	510-810-600 General Supplies	725
7650	LOWES CREDIT SERVICES	99257	Hydrant and curb painting supplies	07/10/2025	154.08	07/18/2025	510-810-614 Shop Supplies	725
7650	LOWES CREDIT SERVICES	99261	cleaning supplies	07/10/2025	12.33	07/18/2025	510-810-600 General Supplies	725
7650	LOWES CREDIT SERVICES	993930	Top Soil - Main Street Art Park	07/24/2025	225.50		220-480-684 Main Street Beautification	725
7650	LOWES CREDIT SERVICES	996124	PS electrician supplies	06/12/2025	5.64		510-840-600 General Supplies	625
7650	LOWES CREDIT SERVICES	996915	Halloween Dungeon Door- Spooktacular	06/26/2025	115.31		100-412-650 Community Support	625
7650	LOWES CREDIT SERVICES	998180-pbzuyc	truck cleaner	06/13/2025	27.51		510-810-600 General Supplies	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	998931	Halloween Dungeon Door- Spooktacular	06/27/2025	59.22		100-412-650 Community Support	625
Total 7650:					3,241.86			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	127582	FE Industrial Park - Design Services	04/29/2025	5,722.25		100-475-745 RTC Reimbursable	425
370	LUMOS & ASSOCIATES INC	127909	FE Industrial Park - Design Services	06/02/2025	3,679.75		100-475-745 RTC Reimbursable	625
370	LUMOS & ASSOCIATES INC	127914	Flashing Beacons - Design Services	06/02/2025	1,322.50		100-475-730 Improve Other than Buildings	625
370	LUMOS & ASSOCIATES INC	127917	Shadow Ln - Water Construction	06/02/2025	19,955.00		510-166100 Construction In Progress	625
370	LUMOS & ASSOCIATES INC	127917	Shadow Ln - Street Construction	06/02/2025	58,006.00		100-475-745 RTC Reimbursable	625
370	LUMOS & ASSOCIATES INC	128141	FE Industrial Park - Design Services	06/19/2025	15,158.00		100-475-745 RTC Reimbursable	625
370	LUMOS & ASSOCIATES INC	128146	Flashing Beacons - Design Services	06/19/2025	1,242.50		100-475-730 Improve Other than Buildings	625
370	LUMOS & ASSOCIATES INC	128147	Shadow Ln - Street Construction	06/19/2025	97,538.00		100-475-745 RTC Reimbursable	625
370	LUMOS & ASSOCIATES INC	128147	Shadow Ln - Water Construction	06/19/2025	740.00		510-166100 Construction In Progress	625
370	LUMOS & ASSOCIATES INC	128381	East Wastewater Treatment Plant PER	07/07/2025	2,935.00	07/18/2025	520-166100 Construction In Progress	725
370	LUMOS & ASSOCIATES INC	128410	Lumos - Design Services	06/30/2025	9,420.75		100-475-745 RTC Reimbursable	625
370	LUMOS & ASSOCIATES INC	128414	Flashing Beacons - Design Services	06/30/2025	2,154.00		100-475-730 Improve Other than Buildings	625
370	LUMOS & ASSOCIATES INC	128416	Shadow Ln - Water Construction	06/30/2025	21,055.00		510-166100 Construction In Progress	625
370	LUMOS & ASSOCIATES INC	128416	Shadow Ln - Street Construction	06/30/2025	44,867.50		100-475-745 RTC Reimbursable	625
370	LUMOS & ASSOCIATES INC	128454	Pond4A & 4B Relining	07/10/2025	4,353.25	07/18/2025	520-166100 Construction In Progress	725
Total 370:					288,149.50			
LYON COUNTY								
1126	LYON COUNTY	AUG 2025	PUBLIC DEFENDER - AUG 2025	08/01/2025	10,000.00		100-413-322 Prof Serv-Other	825
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	6/25	Road Tax (RCT) payable to Lyon County	06/30/2025	100,524.40	07/11/2025	100-227010 Road RCT Payable to County	625
106	LYON COUNTY CLERK/TREASURER	JUL 2025	PROPERTY TAX APN: 022-011-19 BRADY'S HOT SPRINGS	07/01/2025	210.00	07/25/2025	510-810-643 Property Taxes/Assessmnts/Fees	725
Total 106:					100,734.40			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2041108	LIEN REL- 330 PARKLAND WAY 02041108	07/15/2025	43.00	07/18/2025	510-810-322 Prof Serv-Other	725
108	LYON COUNTY RECORDER	2088215	LIEN REL- 1052 GREENBROOK PL 02088215	07/28/2025	43.00		510-810-322 Prof Serv-Other	725
Total 108:					86.00			
MARQUIS AURBACH CHTD								
9072	MARQUIS AURBACH CHTD	444027	outside legal Union	06/30/2025	875.00		100-414-310 Prof Serv-Legal	625

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Total 9072:					875.00			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	AUG 2025	MUNICIPAL COURT JUDGE	08/31/2025	7,916.67		100-425-322 Prof Serv-Other	825
Total 8042:					7,916.67			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	AUG 2025	5952725 GROUP DENTAL INSURANCE	08/01/2025	6,611.92	07/25/2025	100-217100 Dental Insurance Payable MetL	825
5387	METLIFE SMALL BUSINESS CENTER	AUG 2025	5952725 GROUP VISION INSURANCE	08/01/2025	1,016.72	07/25/2025	100-217200 Vision Insurance Payable MetL	825
5387	METLIFE SMALL BUSINESS CENTER	AUG 2025	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	08/01/2025	4,056.38	07/25/2025	100-217300 Life/ADD LTD/STD Anthem Payabl	825
Total 5387:					11,685.02			
MEURER RESEARCH AND MRI								
7094	MEURER RESEARCH AND MRI	AR151001840	PS Sludge Collector Drive Retro-fit	04/18/2025	16,000.00	07/25/2025	510-840-430 Outside Serv-Repair & Maint	425
Total 7094:					16,000.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	076726	FREIGHT CHARGE-GRAVE MARKERS	07/21/2025	73.46	07/25/2025	100-576-600 General Supplies	725
1111	MISCELLANEOUS ONE TIME VENDOR	247089479	OVERPAYMENT- DOG LICENSE "DUKE"	07/10/2025	10.00	07/18/2025	100-320-170 Animal License Fees	725
1111	MISCELLANEOUS ONE TIME VENDOR	247144916	OVERPAYMENT- DOG LICENSE "BOWSER"	07/11/2025	15.00	07/18/2025	100-320-170 Animal License Fees	725
Total 1111:					98.46			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	1032	outside legal criminal	07/03/2025	62.00	07/18/2025	100-414-310 Prof Serv-Legal	725
Total 8906:					62.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	182957	Black Lab Male Sick Pet Exam 7-2-25 & Pepper Dog Office Vi	07/02/2025	468.56	07/18/2025	100-525-322 Prof Serv-Other	725
6660	MOFFITT ANIMAL CLINIC	183267	Elvis AC# 3219 07/10/2025	07/10/2025	418.00	07/18/2025	100-525-322 Prof Serv-Other	725
Total 6660:					886.56			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	36632300	Red fire Hydrant paint and blue line locating paint	07/08/2025	795.36	07/18/2025	510-810-614 Shop Supplies	725
Total 115:					795.36			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	433004	4009 RELAY bypass	07/14/2025	14.28	07/18/2025	100-480-610 Automotive Supplies	725
58	NAPA AUTO & TRUCK PARTS	433060	vactor oil change	07/15/2025	76.72	07/18/2025	100-480-610 Automotive Supplies	725
58	NAPA AUTO & TRUCK PARTS	433539	SWITCH FOR NEW TRUCK	07/23/2025	18.66		100-480-610 Automotive Supplies	725
58	NAPA AUTO & TRUCK PARTS	433573	FUEL FILTER FOR W/D	07/24/2025	20.09		100-480-610 Automotive Supplies	725
58	NAPA AUTO & TRUCK PARTS	433577	V-BELT FOR W/D	07/24/2025	24.58		100-480-610 Automotive Supplies	725
58	NAPA AUTO & TRUCK PARTS	433578	V-BELT FOR W/D	07/24/2025	13.99		100-480-610 Automotive Supplies	725
58	NAPA AUTO & TRUCK PARTS	433582	Nitrile gloves and filters	07/24/2025	99.69		520-810-600 General Supplies	725
58	NAPA AUTO & TRUCK PARTS	433589	CREDIT	07/24/2025	10.59-		100-480-610 Automotive Supplies	725
58	NAPA AUTO & TRUCK PARTS	433639	FILTERS FOR BACKHOE STREETS	07/25/2025	102.84		100-480-610 Automotive Supplies	725
Total 58:					360.26			
NCE								
7617	NCE	675212532	Shadow Lane - Design Services	06/30/2025	1,956.25		100-475-745 RTC Reimbursable	625
Total 7617:					1,956.25			
NEVADA EMPLOYMENT SECURITY DIV								
300	NEVADA EMPLOYMENT SECURITY DIV	2ND QTR 2025	UNEMPLOYMENT CONTRIBUTIONS	06/30/2025	21,063.76	07/17/2025	100-218900 UNEMPLOYMENT PAYABLE	625
Total 300:					21,063.76			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	2ND QTR 2025	CHILD SUPPORT WITHHOLDING FEES	06/30/2025	12.00	07/18/2025	100-219900 OTHER PAYROLL PAYABLES	625
Total 127:					12.00			
NEVADA VETERAN'S COALITION								
8594	NEVADA VETERAN'S COALITION	NNVCFY24-25R2	NNVC FinalFY24-25 R2 Jan-Jun 25	06/30/2025	5,993.75	07/18/2025	225-575-650 Community Support	625
Total 8594:					5,993.75			
NEW YORK LIFE INSURANCE COMPANY								
9061	NEW YORK LIFE INSURANCE COMPANY	20250803	SUPPLEMENTAL INSURANCE-NEW YORK LIFE	08/01/2025	1,767.29	07/25/2025	100-218200 New York Life	825
Total 9061:					1,767.29			
NORTHERN NEVADA INTERNATIONAL CENTER								
8844	NORTHERN NEVADA INTERNATIONAL CENTER	8009	Marshalllese - 25 CR 00005 3K and 25 TR 00230 3K	07/09/2025	600.00	07/18/2025	100-425-341 Pretrial Services Program	725
Total 8844:					600.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	JUN 25	NATURAL READERS.COM; PLUS PLAN 6/25-6/26 SUBSCR	06/30/2025	113.30	07/10/2025	100-418-342 Tech Services-Other	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; LAPTOP BACKPACK & COMPARTMENT PACK K.	06/30/2025	34.99	07/10/2025	510-840-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; MONITOR SCREENS X3 SCADA	06/30/2025	206.58	07/10/2025	510-840-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	HERTZ CAR RENTAL; CITIZEN'S ACADEMY TOUR	06/30/2025	570.53	07/10/2025	100-417-441 Rentals	625
8649	NSB - BANKCARD CENTER	JUN 25	ADOBE; ACROBAT PRO SUBSCRIPTION PW	06/30/2025	26.81	07/10/2025	100-417-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; HARDWARE FOR DESK DRAWERS CM DESK B	06/30/2025	82.79	07/10/2025	100-413-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; GPS TRACKER FOR T. WALKER UT	06/30/2025	24.98	07/10/2025	510-810-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	ZOOM; CMO MONTHLY SUBSCRIPTION	06/30/2025	217.00	07/10/2025	100-418-342 Tech Services-Other	625
8649	NSB - BANKCARD CENTER	JUN 25	ENGLAND ENT; 2021 ENERGY CONSERVATION CODE BO	06/30/2025	79.00	07/10/2025	100-605-640 Books and Periodicals	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; METERING BARREL ASSEMBLY X4 PARKS	06/30/2025	227.60	07/10/2025	100-575-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; LAPTOP BACKPACK & COMPARTMENT PACK K.	06/30/2025	70.00	07/10/2025	520-810-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; MONITOR SCREENS X3 SCADA	06/30/2025	206.59	07/10/2025	510-810-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	ANIMAL CARE EQUIP; MISC. ANIMAL CARE SUPPLIES AC	06/30/2025	529.95	07/10/2025	100-525-605 Minor Equipment	625
8649	NSB - BANKCARD CENTER	JUN 25	ADOBE; ACROBAT PRO SUBSCRIPTION PW	06/30/2025	26.81	07/10/2025	100-575-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; CRISS CROSS CHAIRS BLD	06/30/2025	208.98	07/10/2025	100-605-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	ANIMAL CARE EQUIPMENT; HAMMOCK NET AC	06/30/2025	250.04	07/10/2025	100-525-605 Minor Equipment	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; ITP BASKETBALL NETS PARKS	06/30/2025	77.28	07/10/2025	100-575-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	ZOOM; FMC SUBSCRIPTION	06/30/2025	100.00	07/10/2025	100-425-322 Prof Serv-Other	625
8649	NSB - BANKCARD CENTER	JUN 25	STAMPLI; MAY 2025	06/30/2025	1,059.00	07/10/2025	100-418-342 Tech Services-Other	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; IPAD AIR 13 CASE BLD	06/30/2025	31.21	07/10/2025	100-605-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	CERTAINLY WOOD; WOOD MATERIALS CM DESK BUILD	06/30/2025	373.79	07/10/2025	100-413-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; MONITOR SCREENS X3 SCADA	06/30/2025	413.18	07/10/2025	520-810-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	ANIMAL CARE EQUIP; MISC. ANIMAL SAFETY SUPPLIES	06/30/2025	46.74	07/10/2025	100-525-616 Safety Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	ADOBE; ACROBAT PRO SUBSCRIPTION PW	06/30/2025	26.81	07/10/2025	100-475-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; HEAVY DUTY STAPLES ENG	06/30/2025	10.97	07/10/2025	100-529-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; JUDGE PRO TEM ROBE FMC	06/30/2025	58.88	07/10/2025	100-425-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; NOISE REDUCTION PANELS FAC	06/30/2025	278.98	07/10/2025	100-417-612 Building Maint Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	ANIMAL CARE EQUIP; MISC ANIMAL CARE SUPPLIES AC	06/30/2025	788.20	07/10/2025	100-525-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; LAPTOP BACKPACK & COMPARTMENT PACK K.	06/30/2025	34.99	07/10/2025	510-810-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; FES 2ND GRADE CITY HALL FIELD TRIP BAGS	06/30/2025	60.89	07/10/2025	100-412-650 Community Support	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; USB CHARGER BLOCK X2, USB CABLES, FLAS	06/30/2025	86.59	07/10/2025	510-840-601 Office Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	LOUIE'S ACE HARDWARE; SCISSOR LIFT RENTAL	06/30/2025	300.00	07/10/2025	510-840-441 Rentals	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; WHEELS FOR MOWER PARKS	06/30/2025	72.69	07/10/2025	100-575-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	AMAZON; WIRELESS MOUSE CCO	06/30/2025	17.99	07/10/2025	100-416-600 General Supplies	625
8649	NSB - BANKCARD CENTER	JUN 25	TEAMVIEWER; SCADA REMOTE ACCESS	06/30/2025	2,758.80	07/10/2025	510-840-429 Outside Serv-SCADA	625
8649	NSB - BANKCARD CENTER	JUN 25	SPRINGHILL SUITES; HOTEL STAY FOR TRAINING C. BIR	06/30/2025	1,652.76	07/10/2025	100-605-582 Travel	625
Total 8649:					11,125.70			
NV ENERGY								
167	NV ENERGY	10601 JUL 25	80865908610601 ACH	07/02/2025	37.54	07/18/2025	100-475-622 Electricity	725
167	NV ENERGY	12019 JUL 25	34596505012019 ACH	07/17/2025	7,870.28	08/04/2025	510-810-622 Electricity	725
167	NV ENERGY	13050 JUL 25	48768103613050 ACH	07/10/2025	3,126.14	07/28/2025	100-417-622 Electricity	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	14319 JUL 25	34596405214319 ACH	07/10/2025	39.40	07/28/2025	100-575-622 Electricity	725
167	NV ENERGY	26093 JUL 25	34596402626093 ACH	07/08/2025	2,688.08	07/24/2025	100-575-622 Electricity	725
167	NV ENERGY	26100 JUL 25	34596502626100 ACH	07/08/2025	34,376.85	07/24/2025	510-810-622 Electricity	725
167	NV ENERGY	26100 JUL 25	34596502626100 ACH	07/08/2025	41.18	07/24/2025	520-810-622 Electricity	725
167	NV ENERGY	29499 JUL 25	1000213677906929499 ACH	07/01/2025	49.63	07/17/2025	100-475-622 Electricity	725
167	NV ENERGY	30037 JUL 25	34596403630037 ACH	07/17/2025	39.11	08/04/2025	100-576-622 Electricity	725
167	NV ENERGY	34991 JUL 25	34596407734991 ACH	07/11/2025	37.54	07/29/2025	510-810-622 Electricity	725
167	NV ENERGY	37594 JUL 25	80865904937594 ACH	07/11/2025	37.54	07/29/2025	100-475-622 Electricity	725
167	NV ENERGY	41110 JUL 25	82190403641110 ACH	07/08/2025	45.42	07/24/2025	520-810-622 Electricity	725
167	NV ENERGY	42683 JUL 25	82190404842683 ACH	07/08/2025	7,981.77	07/24/2025	520-810-622 Electricity	725
167	NV ENERGY	42683 JUL 25	82190404842683 ACH	07/08/2025	60.55	07/24/2025	100-475-622 Electricity	725
167	NV ENERGY	42683 JUL 25	82190404842683 ACH	07/08/2025	208.17	07/24/2025	100-575-622 Electricity	725
167	NV ENERGY	42683 JUL 25	82190404842683 ACH	07/08/2025	296.52	07/24/2025	510-810-622 Electricity	725
167	NV ENERGY	50573 JUL 25	34596508750573 ACH	07/10/2025	58.51	07/28/2025	225-417-622 Electricity	725
167	NV ENERGY	52067 JUL 25	82190407952067ACH	07/11/2025	110.87	07/29/2025	520-810-622 Electricity	725
167	NV ENERGY	65197 JUL 25	34596407565197 ACH	07/10/2025	37.54	07/28/2025	510-810-622 Electricity	725
167	NV ENERGY	67463 JUL 25	34596404867463 ACH	07/11/2025	80.63	07/29/2025	100-575-622 Electricity	725
167	NV ENERGY	68387 JUL 25	34596408268387 ACH	07/11/2025	37.54	07/29/2025	100-475-622 Electricity	725
167	NV ENERGY	84389 JUL 25	34596503684389 ACH	07/10/2025	186.22	07/28/2025	100-417-622 Electricity	725
167	NV ENERGY	93503 JUL 25	34596408593503ACH	07/11/2025	1,827.30	07/29/2025	225-417-622 Electricity	725
167	NV ENERGY	97899 JUL 25	80865904797899 ACH	07/08/2025	10,518.11	07/24/2025	100-475-622 Electricity	725
167	NV ENERGY	98954 JUL 25	82190405098954 ACH	07/08/2025	2,384.05	07/24/2025	520-810-622 Electricity	725
Total 167:					72,176.49			

OFFICE DEPOT

133	OFFICE DEPOT	430221127001	Office Supplies-Sheet protectors, pens, paper clips	07/15/2025	54.97		100-416-600 General Supplies	725
133	OFFICE DEPOT	430434407001	Misc. office supplies- sharpies, index flags, tabs, sheet protect	07/07/2025	27.90	07/18/2025	100-529-601 Office Supplies	725
133	OFFICE DEPOT	430447802001	UT OFFICE SUPPLIES- envelopes, tape, desk pad, pens, hig	07/14/2025	58.90		510-810-601 Office Supplies	725
133	OFFICE DEPOT	430447802001	UT OFFICE SUPPLIES- envelopes, tape, desk pad, pens, hig	07/14/2025	58.89		520-810-601 Office Supplies	725
133	OFFICE DEPOT	430452616001	Office Supplies - Desk Lamp	07/03/2025	31.67	07/18/2025	100-529-601 Office Supplies	725
133	OFFICE DEPOT	431115574001	Office Supplies- stapler, scissors, webcam, wastebasket, pap	07/07/2025	25.37	07/18/2025	520-810-601 Office Supplies	725
133	OFFICE DEPOT	431115574001	Office Supplies- stapler, scissors, webcam, wastebasket, pap	07/07/2025	12.69	07/18/2025	510-840-601 Office Supplies	725
133	OFFICE DEPOT	431115574001	Office Supplies- stapler, scissors, webcam, wastebasket, pap	07/07/2025	12.68	07/18/2025	510-810-601 Office Supplies	725
133	OFFICE DEPOT	431115574002	Office Supplies- Chair mat A. Navarro	07/08/2025	7.49	07/18/2025	510-810-601 Office Supplies	725
133	OFFICE DEPOT	431115574002	Office Supplies- Chair mat A. Navarro	07/08/2025	7.50	07/18/2025	510-840-601 Office Supplies	725
133	OFFICE DEPOT	431115574002	Office Supplies- Chair mat A. Navarro	07/08/2025	15.00	07/18/2025	520-810-601 Office Supplies	725
133	OFFICE DEPOT	431123554001	Planner for Lina	07/04/2025	7.98	07/18/2025	520-810-601 Office Supplies	725
133	OFFICE DEPOT	431123554001	Planner for Lina	07/04/2025	4.00	07/18/2025	510-840-601 Office Supplies	725
133	OFFICE DEPOT	431123554001	Planner for Lina	07/04/2025	4.00	07/18/2025	510-810-601 Office Supplies	725
133	OFFICE DEPOT	431279129001	File labels, highlighters, pens	07/08/2025	34.71	07/18/2025	100-417-601 Office Supplies	725
133	OFFICE DEPOT	431280567001	Eyeglass tissues, Pens	07/08/2025	58.68	07/18/2025	100-417-601 Office Supplies	725
133	OFFICE DEPOT	431398240001	usb for discovery	07/17/2025	62.97		100-414-600 General Supplies	725
133	OFFICE DEPOT	431795957001	Office supplies - toner	07/16/2025	266.65	07/18/2025	100-610-601 Office Supplies	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	431818226001	office supplies paper	07/16/2025	48.58		100-414-600 General Supplies	725
133	OFFICE DEPOT	432201080001	office supplies- pens	07/16/2025	13.11		100-414-600 General Supplies	725
133	OFFICE DEPOT	432201081001	office supplies noise barrier	07/18/2025	51.49		100-414-600 General Supplies	725
Total 133:					865.23			
OPENGOV, INC.								
8657	OPENGOV, INC.	INV20708	FY25-26 Operating & Capital Budgeting- Enterprise Integratio	07/09/2025	20,206.99	07/18/2025	100-418-342 Tech Services-Other	725
Total 8657:					20,206.99			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-363576	PARTS FOR 3777	07/09/2025	75.99		100-480-610 Automotive Supplies	725
6230	O'REILLY AUTO PARTS	3599-363610	PARTS FOR 3777	07/09/2025	351.25		100-480-610 Automotive Supplies	725
6230	O'REILLY AUTO PARTS	3599-366689	parts for 6001	07/29/2025	18.93		100-480-610 Automotive Supplies	725
Total 6230:					446.17			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5271046	Shred Services	07/23/2025	66.00		100-416-420 Outside Services	725
Total 8876:					66.00			
PITTMAN, BETH A								
9063	PITTMAN, BETH A	7225	COURT TRANSLATOR 7/2/25	07/02/2025	160.00	07/11/2025	100-425-322 Prof Serv-Other	725
Total 9063:					160.00			
POOL PACT; NV PUBLIC AGENCY INS POOL								
271	POOL PACT; NV PUBLIC AGENCY INS POOL	7164	P243-24-09388-01Outside Legal Counsel HR	07/24/2025	787.50		100-419-322 Prof Serv-Other	725
Total 271:					787.50			
PRECISION DOCUMENT IMAGING								
9065	PRECISION DOCUMENT IMAGING	2023180	1/2 Courtview Imaging	05/28/2025	5,897.32	07/18/2025	210-425-322 Prof Serv-Other	525
Total 9065:					5,897.32			
PUBLIC AGENCY COMPENSATION TRU								
145	PUBLIC AGENCY COMPENSATION TRU	4TH QTR 2024-2025	WORKERS COMP 4TH QTR 24-25	06/30/2025	43,042.75	07/21/2025	100-219000 WORKERS COMPENSATION PA	625
Total 145:					43,042.75			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	JUL 2025	Retiree Insurance #819	07/02/2025	450.57	07/18/2025	520-219910 OPEB Liability	725
Total 143:					450.57			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	JUNE 2025	#621 RETIREMENT CONTRIBUTIONS	06/30/2025	169,045.26	07/16/2025	100-216000 RETIREMENT PAYABLE	625
Total 144:					169,045.26			
PURCHASE POWER								
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - COURT	07/02/2025	223.42	07/30/2025	100-425-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - ANIMAL CONTROL	07/02/2025	61.29	07/30/2025	100-525-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - FERNLEY JUSTICE	07/02/2025	77.62	07/30/2025	100-126000 Intergovernmental Receivable	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - WATER	07/02/2025	218.63	07/30/2025	510-810-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - CITY MANAGER	07/02/2025	4.69	07/30/2025	100-413-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - CITY ATTORNEY	07/02/2025	55.76	07/30/2025	100-414-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - TLT	07/02/2025	11.70	07/30/2025	225-575-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - PLANNING	07/02/2025	586.13	07/30/2025	100-610-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - BUILDING	07/02/2025	2.60	07/30/2025	100-605-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - FINANCE	07/02/2025	274.14	07/30/2025	100-415-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - CLERK	07/02/2025	1,015.94	07/30/2025	100-416-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - SEWER	07/02/2025	10.16	07/30/2025	520-810-550 Printing and Postage	725
3155	PURCHASE POWER	69812 JUL 25	POSTAGE - STREETS	07/02/2025	.91	07/30/2025	100-475-550 Printing and Postage	725
Total 3155:					2,542.99			
RENOWN HEALTH								
190	RENOWN HEALTH	4228019	MRN 3120110	07/07/2025	30.00	07/18/2025	100-419-322 Prof Serv-Other	725
Total 190:					30.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	25-0788	Water rights services - meetings and email coordination, appli	06/30/2025	2,696.25		510-810-698 Water Rights Protection	625
8602	RESOURCE CONCEPTS	25-0789	Water rights services - NV Energy Project	06/30/2025	1,280.94		510-810-698 Water Rights Protection	625
Total 8602:					3,977.19			
RESOURCE DEVELOPMENT COMPANY, LLC								
668	RESOURCE DEVELOPMENT COMPANY, LLC	Pay No. 10	Surface Water Treatment Integration at WTP	06/30/2025	157,706.37		510-166100 Construction In Progress	625
668	RESOURCE DEVELOPMENT COMPANY, LLC	Pay No. 9	Surface Water Treatment Intergation at WTP	06/30/2025	347,037.94		510-166100 Construction In Progress	625
Total 668:					504,744.31			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	25070603	ARMORED SERVICES-SEWER	07/09/2025	220.53	07/25/2025	520-810-342 Tech Services-Other	725
8629	SECTRAN SECURITY, INC.	25070603	ARMORED SERVICES-GF	07/09/2025	220.52	07/25/2025	100-415-322 Prof Serv-Other	725
8629	SECTRAN SECURITY, INC.	25070603	ARMORED SERVICES-WATER	07/09/2025	220.53	07/25/2025	510-810-342 Tech Services-Other	725
Total 8629:					661.58			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	25-06	Final invoice for consulting services	06/30/2025	1,500.00		510-840-320 Prof Serv-Engineering	625
Total 8884:					1,500.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187300	Shaw Eng - Permit Review	06/30/2025	2,500.00	07/18/2025	100-529-320 Prof Serv-Engineering	625
1897	SHAW ENGINEERING	187301	EWWTP Headworks 60% Review	06/30/2025	2,237.50	07/18/2025	520-810-320 Prof Serv-Engineering	625
1897	SHAW ENGINEERING	187302	Surface Water Treatment Irrigation at WTP	06/30/2025	300.00	07/18/2025	510-166100 Construction In Progress	625
1897	SHAW ENGINEERING	187308	Ricci Tank 2 Design & Tank 1 Recoat	06/30/2025	6,053.63	07/18/2025	510-166100 Construction In Progress	625
1897	SHAW ENGINEERING	187318	MesaDrExtension: Water Modeling	06/30/2025	1,750.00	07/18/2025	510-810-320 Prof Serv-Engineering	625
1897	SHAW ENGINEERING	187318	MesaDrExtension: Water Modeling	06/30/2025	1,750.00	07/18/2025	510-840-320 Prof Serv-Engineering	625
1897	SHAW ENGINEERING	187329	Lead and Copper Rule Compliance - Shaw Engineering	06/30/2025	2,945.00		510-810-320 Prof Serv-Engineering	625
Total 1897:					17,536.13			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331338	WWTP Samples	07/08/2025	188.00	07/18/2025	520-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331375	monthly monitoring and compliance samples	07/09/2025	286.00	07/18/2025	510-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331377	quarterly raw water samples	07/09/2025	66.00	07/18/2025	510-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331465	Mark IV test well and Wells 9 & 9A sampling	07/10/2025	678.00	07/18/2025	510-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331467	Mark IV and wells 9 & 9A sampling	07/10/2025	678.00	07/18/2025	510-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331620	Mark IV test well and Wells 9 & 9A sampling	07/15/2025	2,934.00	07/18/2025	510-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331621	Mark IV and wells 9 & 9A sampling	07/15/2025	678.00	07/18/2025	510-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331693	WWTP Samples	07/17/2025	188.00		520-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331888	Monthly compliance sampling	07/22/2025	264.00		510-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331919	WWTP Samples	07/23/2025	502.00		520-810-423 Outside Serv-Analytical	725
7856	SILVER STATE ANALYTICAL LABORATORIES	RN331921	WWTP Samples	07/23/2025	665.00		520-810-423 Outside Serv-Analytical	725
Total 7856:					7,127.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	87971	Traffic control 4th of July	07/22/2025	2,650.00		100-475-420 Outside Services	725
170	SILVER STATE BARRICADE	88526	PS surface water pump house building identification sign	07/25/2025	104.57		510-840-614 Shop Supplies	725
Total 170:					2,754.57			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
SONEPAR MOUNTAIN HOLDINGS LLC									
9068	SONEPAR MOUNTAIN HOLDINGS LLC	S009261170	A.B. STUDIO 5000 PLC PGM. SOFTWARE, SCADA	07/10/2025	4,592.25	07/18/2025	520-810-342	Tech Services-Other	725
9068	SONEPAR MOUNTAIN HOLDINGS LLC	S009261170	A.B. STUDIO 5000 PLC PGM. SOFTWARE, SCADA	07/10/2025	4,592.25	07/18/2025	510-810-342	Tech Services-Other	725
Total 9068:					9,184.50				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	18971 JUL 25	910000818971 ACH	07/17/2025	30.24	08/05/2025	520-810-621	Natural Gas	725
204	SOUTHWEST GAS CORP	33438 JUL 25	910001133438 ACH	07/23/2025	156.78	08/11/2025	100-417-621	Natural Gas	725
204	SOUTHWEST GAS CORP	64657 JUL 25	910004664657 ACH	07/23/2025	389.99	08/11/2025	225-417-621	Natural Gas	725
204	SOUTHWEST GAS CORP	86744 JUL 25	910001086744 WTP	07/14/2025	260.98	08/04/2025	510-840-621	Natural Gas	725
Total 204:					837.99				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JULY 2025-1	CHILD SUPPORT	07/11/2025	590.76	07/11/2025	100-219900	OTHER PAYROLL PAYABLES	725
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JULY 2025-2	CHILD SUPPORT	07/25/2025	590.76	07/25/2025	100-219900	OTHER PAYROLL PAYABLES	725
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JULY 2025-1	CHILD SUPPORT	07/11/2025	324.46	07/11/2025	100-219900	OTHER PAYROLL PAYABLES	725
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JULY 2025-2	CHILD SUPPORT	07/25/2025	324.46	07/25/2025	100-219900	OTHER PAYROLL PAYABLES	725
Total 176:					1,830.44				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2025400103465	WWTP Chlorine	07/22/2025	7,587.20		520-810-617	Chemical Supplies	725
Total 8646:					7,587.20				
TITAN ELECTRICAL CO									
6548	TITAN ELECTRICAL CO	12895	Reprogramming Camera	07/11/2025	2,671.44		100-475-422	Outside Serv-Traf Light Maint	725
Total 6548:					2,671.44				
TSK									
8714	TSK	21-058.00-32	CRRC 5/01/2025 through 06/30/2025	06/30/2025	38,410.95		225-575-720	Buildings	625
Total 8714:					38,410.95				
U S POSTAL SERVICE									
7344	U S POSTAL SERVICE	AUG 2025	PREPAID IN-HOUSE POSTAGE	08/01/2025	1,900.00	07/25/2025	510-810-550	Printing and Postage	825
7344	U S POSTAL SERVICE	AUG 2025	PREPAID IN-HOUSE POSTAGE	08/01/2025	1,900.00	07/25/2025	520-810-550	Printing and Postage	825
Total 7344:					3,800.00				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
UNITED RENTALS INC								
337	UNITED RENTALS INC	249863497-001	Message Board Rental	07/07/2025	1,599.90	07/18/2025	100-475-441 Rentals	725
337	UNITED RENTALS INC	250048845-001	Light Tower Rental	07/07/2025	305.00	07/18/2025	100-575-441 Rentals	725
Total 337:					1,904.90			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00761269	New utility work ahead sign and new traffic cones	07/09/2025	672.81	07/18/2025	510-810-616 Safety Supplies	725
464	USA BLUEBOOK	INV00764389	PS lab supplies	07/11/2025	56.40	07/18/2025	510-840-614 Shop Supplies	725
464	USA BLUEBOOK	INV00769893	road cones for vacuum truck and stand for road sign	07/17/2025	688.59	07/18/2025	510-810-616 Safety Supplies	725
464	USA BLUEBOOK	INV00771223	WWTP chlorine pump	07/18/2025	3,567.85		520-810-614 Shop Supplies	725
464	USA BLUEBOOK	INV00772327	DPD dispenser for free chlorine residual tests	07/18/2025	319.76		510-810-614 Shop Supplies	725
Total 464:					5,305.41			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10105107	WATER DEPOSIT REFUND	07/15/2025	39.15	07/18/2025	510-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	10787716	CREDIT REFUND	07/10/2025	130.47	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	10879305	SEWER DEPOSIT REFUND	07/21/2025	74.08		520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	109745.01	CREDIT REFUND	07/03/2025	32.05	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	11409019	SEWER DEPOSIT REFUND	07/25/2025	73.02		520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	11411205	CREDIT REFUND	07/03/2025	451.65	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	11842603	CREDIT REFUND	07/10/2025	209.53	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	13505413	CREDIT REFUND	07/10/2025	279.77	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	135496.13	CREDIT REFUND	07/10/2025	200.00	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	13804105	CREDIT REFUND	07/03/2025	87.36	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	14325003	CREDIT REFUND	07/10/2025	117.73	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	14438105	CREDIT REFUND	07/03/2025	133.75	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16322340	CREDIT REFUND	07/10/2025	105.67	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16498315	SEWER DEPOSIT REFUND	07/01/2025	45.12	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	16534518	WATER DEPOSIT REFUND	07/28/2025	21.80		510-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	16534518	SEWER DEPOSIT REFUND	07/28/2025	80.00		520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	16564520	SEWER DEPOSIT REFUND	07/01/2025	33.99	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16977801	SEWER DEPOSIT REFUND	07/01/2025	33.99	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	169788.01	CREDIT REFUND	07/10/2025	105.67	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	169789.01	CREDIT REFUND	07/10/2025	105.67	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	169790.01	CREDIT REFUND	07/10/2025	141.85	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16979101	CREDIT REFUND	07/10/2025	151.61	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16979601	SEWER DEPOSIT REFUND	07/01/2025	42.03	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16979701	SEWER DEPOSIT REFUND	07/02/2025	42.77	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16979901	SEWER DEPOSIT REFUND	07/01/2025	46.05	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	16980001	SEWER DEPOSIT REFUND	07/23/2025	71.54		520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	16980101	SEWER DEPOSIT REFUND	07/01/2025	42.03	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	16980301	SEWER DEPOSIT REFUND	07/07/2025	22.35	07/18/2025	520-228200 Customer Deposits	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	16980401	WATER DEPOSIT REFUND	07/21/2025	2.12		510-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	16980401	SEWER DEPOSIT REFUND	07/21/2025	80.00		520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	18736218	CREDIT REFUND	07/03/2025	250.00	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	219722.01	CREDIT REFUND	07/16/2025	91.05	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	21972201	WATER DEPOSIT REFUND	07/01/2025	75.00	07/18/2025	510-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	21972201	SEWER DEPOSIT REFUND	07/01/2025	80.00	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	21973302	SEWER DEPOSIT REFUND	07/01/2025	32.03	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	219751.01	CREDIT REFUND	07/16/2025	83.01	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	21975101	WATER DEPOSIT REFUND	07/01/2025	75.00	07/18/2025	510-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	21975101	SEWER DEPOSIT REFUND	07/01/2025	80.00	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	30500510	WATER DEPOSIT REFUND	07/01/2025	1,424.14	07/11/2025	510-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	30500512	WATER DEPOSIT REFUND	06/17/2025	1,568.43		510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	30795917	WATER DEPOSIT REFUND	07/22/2025	493.43		510-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	30984501	CREDIT REFUND	07/10/2025	632.71	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	309869.01	CREDIT REFUND	07/03/2025	8.99	07/11/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	4180901	CREDIT REFUND	07/10/2025	272.21	07/18/2025	010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	6874503	SEWER DEPOSIT REFUND	07/24/2025	68.27		520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	6969601	SEWER DEPOSIT REFUND	07/01/2025	42.03	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	6969801	SEWER DEPOSIT REFUND	07/01/2025	29.97	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	7519914	CREDIT REFUND	05/19/2025	93.29	07/18/2025	010-115100 Cash Clearing-Utilities	525
2202	UTILITY DEPOSITS	7555918	CREDIT REFUND	07/21/2025	106.46		010-115100 Cash Clearing-Utilities	725
2202	UTILITY DEPOSITS	7625419	SEWER DEPOSIT REFUND	07/03/2025	19.39	07/18/2025	520-228200 Customer Deposits	725
2202	UTILITY DEPOSITS	7637304	SEWER DEPOSIT REFUND	06/09/2025	10.80	07/18/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	7780607	CREDIT REFUND	07/10/2025	262.91	07/18/2025	010-115100 Cash Clearing-Utilities	725

Total 2202:

8,801.94

VANDERHEIDEN, JACOB RAY

9027	VANDERHEIDEN, JACOB RAY	7925	PLANNING COMMISSION STIPEND	07/09/2025	80.00		100-610-322 Prof Serv-Other	725
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Total 9027:

80.00

VERIZON WIRELESS

8495	VERIZON WIRELESS	6117357722	Mayor/Council	07/01/2025	220.06	07/18/2025	100-412-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Facilities	07/01/2025	427.93	07/18/2025	100-417-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Fleet	07/01/2025	51.99	07/18/2025	100-480-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Parks	07/01/2025	19.96	07/18/2025	100-575-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Sewer	07/01/2025	379.50	07/18/2025	520-810-530 Communications	725
8495	VERIZON WIRELESS	6117357722	City Treasurer	07/01/2025	64.09	07/18/2025	100-415-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Streets	07/01/2025	51.99	07/18/2025	100-475-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Engineering	07/01/2025	103.98	07/18/2025	100-529-530 Communications	725
8495	VERIZON WIRELESS	6117357722	WTP	07/01/2025	314.12	07/18/2025	510-840-530 Communications	725
8495	VERIZON WIRELESS	6117357722	City Manager	07/01/2025	56.14	07/18/2025	100-413-530 Communications	725
8495	VERIZON WIRELESS	6117357722	IT	07/01/2025	497.95	07/18/2025	100-418-530 Communications	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8495	VERIZON WIRELESS	6117357722	Animal Control	07/01/2025	143.99	07/18/2025	100-525-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Building	07/01/2025	236.92	07/18/2025	100-605-530 Communications	725
8495	VERIZON WIRELESS	6117357722	City Attorney	07/01/2025	240.06	07/18/2025	100-414-530 Communications	725
8495	VERIZON WIRELESS	6117357722	FMC	07/01/2025	56.14	07/18/2025	100-425-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Vector	07/01/2025	92.00	07/18/2025	100-528-530 Communications	725
8495	VERIZON WIRELESS	6117357722	Water Dist	07/01/2025	261.68	07/18/2025	510-810-530 Communications	725
8495	VERIZON WIRELESS	6117448986	52267 June 2- July 01 25	07/01/2025	40.03	07/18/2025	520-810-530 Communications	725
Total 8495:					3,258.53			
VIDEO WALL SOLUTIONS								
9022	VIDEO WALL SOLUTIONS	2197	Microphone Muting Capability for Mayor/ CAO	06/20/2025	4,432.70	07/18/2025	100-413-322 Prof Serv-Other	625
Total 9022:					4,432.70			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JULY 2025-1	DEFERRED COMPENSATION, 457	07/11/2025	4,968.43	07/11/2025	100-215000 457 PAYABLE	725
8591	VOYA FINANCIAL	JULY 2025-1	ROTH IRA	07/11/2025	200.00	07/11/2025	100-215000 457 PAYABLE	725
8591	VOYA FINANCIAL	JULY 2025-2	DEFERRED COMPENSATION, 457	07/25/2025	4,968.43	07/25/2025	100-215000 457 PAYABLE	725
8591	VOYA FINANCIAL	JULY 2025-2	ROTH IRA	07/25/2025	200.00	07/25/2025	100-215000 457 PAYABLE	725
Total 8591:					10,336.86			
WAGNER, CODY								
9013	WAGNER, CODY	7925	PLANNING COMMISSION STIPEND	07/09/2025	80.00		100-610-322 Prof Serv-Other	725
Total 9013:					80.00			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	2539-1	WWTP Dumpster	07/10/2025	297.00	07/18/2025	520-810-412 Utility Serv-Refuse	725
Total 6118:					297.00			
WEDCO								
3350	WEDCO	S100175987.001	Electrician parts for Wes Lift	07/15/2025	2,657.48		520-810-600 General Supplies	725
3350	WEDCO	S100180374.001	Replacement Stainless steel cable hangers for West Lift pum	07/24/2025	5,167.50		520-810-600 General Supplies	725
3350	WEDCO	S100181528.001	Electrician tools	07/21/2025	165.19		520-810-600 General Supplies	725
3350	WEDCO	S100181764.001	Electrician tool	07/22/2025	114.55		520-810-600 General Supplies	725
3350	WEDCO	S100182116.001	Wire for Electrician	07/23/2025	507.21		520-810-600 General Supplies	725
Total 3350:					8,611.93			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	AUG 2025	SUPPLEMENTAL INSURANCE	08/01/2025	90.35	07/25/2025	100-218100 Western Insurance Payable	825

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 881:					90.35			
WESTERN NEVADA DEV DISTRICT								
325	WESTERN NEVADA DEV DISTRICT	591	Membership renewal FY25-26	07/01/2025	5,000.00	07/25/2025	100-413-581 Dues and Memberships	725
Total 325:					5,000.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11775962	PS Basin 2 Valve replacement	07/10/2025	2,899.65	07/18/2025	510-840-614 Shop Supplies	725
195	WESTERN NEVADA SUPPLY CO.	11824007-1	1 1/2" omni 1000 gal water meter	07/11/2025	788.28	07/18/2025	510-166100 Construction In Progress	725
195	WESTERN NEVADA SUPPLY CO.	11830169	bin stock	07/11/2025	746.33	07/18/2025	510-810-613 Meter Service Supplies	725
195	WESTERN NEVADA SUPPLY CO.	11843053	Bin stock	07/14/2025	2,546.17	07/18/2025	510-810-613 Meter Service Supplies	725
195	WESTERN NEVADA SUPPLY CO.	11854341	sensus single port mxu	07/25/2025	5,684.04		510-166100 Construction In Progress	725
195	WESTERN NEVADA SUPPLY CO.	11854841	sensus iperl 3/4" water meters	07/25/2025	7,850.40		510-166100 Construction In Progress	725
Total 195:					20,514.87			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50032201709	Rain guard tubing for Art Park Main St.	07/07/2025	344.34	07/18/2025	220-480-684 Main Street Beautification	725
Total 8852:					344.34			
WILD WEST CHEVROLET								
9070	WILD WEST CHEVROLET	72222	Streets Chevrolet 2500 VIN # 2GC1KLE78S1207524	07/23/2025	49,058.00	07/25/2025	100-475-742 Vehicles	725
9070	WILD WEST CHEVROLET	NT3072	ENG Truck Purchase VIN# 3GCPKAEK0SG332723	07/23/2025	42,754.00	07/25/2025	100-475-742 Vehicles	725
9070	WILD WEST CHEVROLET	NT3095	2024 Chevrolet 2500 Pickup. Parks Department Purchase VI	07/23/2025	64,879.00	07/25/2025	100-575-742 Vehicles	725
Total 9070:					156,691.00			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	193470	June invoice for NDOT Corridor Study	06/30/2025	52,737.50	07/18/2025	100-413-322 Prof Serv-Other	625
2454	WOOD RODGERS, INC.	194214	Services rendered through 6/30/2025	06/30/2025	47,875.67		100-413-322 Prof Serv-Other	625
Total 2454:					100,613.17			
Grand Totals:					4,098,405.97			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoice detail records above \$0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JULY 2, 2025**

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist II Braelyn Birkel, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Maria Paz Fernandez, Seong Kim, Utilities Director. **Absent:** Councilman Joe Mendoza.

Mayor McIntyre read the resolutions and the Fernley Municipal Codes pertaining to attendance for the City Council and the Mayor. He read through the absences since January 1, 2025, and stated whether they were excused or unexcused absences.

1.3. Public Forum

Cody Wagner, Fernley Community Foundation, voiced support tonight for both items on the agenda concerning the CRRC area.

Debbie Skinner, Fernley resident, stated at the June 18th meeting she was placed on the agenda for removal from a board position. The discussion was to center around her competency, health, and state of mind, topics that were not only inappropriate and unsustainable, but also deeply disrespectful. This came across to her as an attempt to damage her character, reputation, and longstanding contributions to this city. Later she was informed by the Mayor that she would not be on tonight's agenda. However, she could not allow this moment to pass without addressing the profound distrust this situation has caused between herself and this Council, the Mayor and the City Attorney, and certain departments in our local government. Once again, she called for a formal written apology from the Mayor for the public treatment of her name and business. It is not just a matter of personal pride, but restoring trust in the way our city leadership treats its citizens. She urged this Council to remember their duty is to serve with integrity, fairness, and respect for all members of the community.

Jim Kerr, Fernley resident, expressed concern regarding the dirt bikes on the Farm District Road sidewalk and Vine Street.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

Kim Swanson, City Clerk, read the new business licenses.

2.4. (Possible Action) Review and possible action to approve a revised contract with DOWL Engineering to continue providing survey review of Planning applications.

2.5. (Possible Action) Review and possible action to approve a revised contract with DOWL Engineering to provide engineering plan review of Planning applications.

2.6. Possible Action to Approve a Contract with DOWL, Reno, NV, for Strategic Asset Management Program Support for professional services related to the continued implementation, training, and technical support of the City's GIS and WebGIS viewer through ArcGIS Online, in an amount not to exceed \$60,000.

2.7. Possible Action to approve the updated job description for Animal Control Officer I/II.

2.8. (For possible action) to approve the contract extension between the City of Fernley and Atlanta Capital for investment and related services.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approved. **Moved by:** Councilman Stan Lau. **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres.

3. REPORTS - this item is for various public entity representatives to provide general information to the Council and public. No action will be taken.

3.1. Reports by City Staff, City Council, and the Mayor, including but not limited to monthly statistical reports by city departments.

Lydia Altick, Deputy City Manager, gave an update and presentation on the Main Street Art Park. The Main Street Art Park sign, and a 10-foot flower sculpture were completed by Twisted Steel and will be installed in the middle of July. Trex built and donated 8 x 8 tree planters. We are creating spaces for artists to put their work. There is an area designated for pavers that will have business names or people, and business industries names printed on them.

Councilman Hanan stated he would be at the Friends of the Fernley Animal Shelter stand on the 4th of July event. Our animal control staff will be there, and he encouraged everyone to stop by and visit them and learn about their endeavors

Councilwoman Zoberski stated she is optimistic about the CRRC committee. She also mentioned that there is a big softball tournament this weekend at the Out-Of-Town Park.

Councilman Lau thanked the City of Fernley City staff, Loomis and Associates, and especially A&K Earthmovers for doing such a wonderful job rebuilding Shadow Lane. He also gave a shoutout to Lydia Altick, Deputy City Manager, and that beautiful improvement at the Art Park.

Councilman Torres announced some of the Fernley Convention and Tourism Authority sponsored events. The 4th of July Committee has events scheduled for the holidays, starting off with the Battle of the Bands on Thursday, July 3rd at 5 pm; July 5th and 6th Fernley Softball Tournament, 4th of July Classic at the In-Town and Out-Of-Town parks; July 11th - 13th is the Sacred Visions 14th Annual Pow Wow at Big Bend Ranch. On September 6th there is a golf tournament at The Ranch at Desert Lakes for the mental health affiliate NAMI Western Nevada.

Mayor McIntyre stated that the FCTA sponsors our girls' softball throughout the year, giving them funding for putting on these tournaments and advertising. Fernley's District 3, 8 to 10-year-olds won regionals; District 3 12U won regionals, and our Junior League Softball team won regionals. All three teams are heading down to Vegas for State. He attended an Electrification Coalition Media event held by the Reno Sparks Chamber of Commerce.

4. PROCLAMATIONS BY THE MAYOR

There are none

5. PRESENTATIONS

5.1. Presentation, discussion and possible action on the playground equipment to be donated by the Boys & Girls Club of Truckee Meadows to the City of Fernley.

Lydia Altick, Deputy City Manager, stated the Boys and Girls Club approached the city and asked if there was a place to put a playground, and a picnic area. They would donate the playground equipment, the shade structure, 2 picnic tables, 2 benches, and artificial turf.

Councilman Torres stated that the Council needs to be more involved in Phase 2 and 3.

Councilman Hanan stated that it's exciting that we're moving forward with all these projects.

Motion: I MOVE TO ACCEPT THE PLAYGROUND EQUIPMENT DONATED BY THE BOYS AND GIRLS CLUB OF TRUCKEE MEADOWS TO THE CITY OF FERNLEY. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan, **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres.

6. STAFF REPORTS

6.1. A discussion and possible action to approve Additional Service Request (ASR.03) to TSK's current Community Response and Resource Center contract.

Lydia Altick, Deputy City Manager, presented. ASR.03 represents additional design/engineering, and construction administration services in the amount of \$258,590 with TSK to complete the Early Learning Center (ELC) design to 100% construction documents. Services include civil engineering, landscape architecture, interior architecture, structural engineering, mechanical/plumbing, electrical, data/telecommunications, and food services.

Motion: I MOVE TO APPROVE ASR.03 OF THE CRRC CONTRACT WITH TSK, ACCELERATING THE ELC DESIGN TO 100% CONSTRUCTION DOCUMENT STATUS. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres.

6.2. Possible action to approve a revised/additional work contract with Wood Rodgers for \$183,458 for the conveyance of Federal lands to the City of Fernley.

Lydia Altick, Deputy City Manager, presented stating 5 more parcels have been added to Phase 2. On June 6, 2025, the City of Fernley received eight patents, for eight parcels of land with an aggregate total of 2,166.86 acres, referred to as Phase 1 of the Fernley Lands Conveyance. The revised/additional work proposal is for Phase 2 Conveyance of Federal Lands to the City of Fernley for 15 parcels under the 2014 National Defense Authorization Act (Fernley Lands Bill). The City and Wood Rodgers entered a professional services contract supporting the Phase 2 2014 NDAA conveyance on September 12, 2023. The scope of work presented today, is a revised scope of work and is a Time and Materials basis Not-To-Exceed. It is based on incorporating Phase 3 into Phase 2, BLM guidance that NEPA would be required, that baseline studies involving biological and cultural field studies, and that Mineral Potential Reports for parcels 9 through 18 would be required.

Motion: I MOVE TO ENTER INTO A CONTRACT WITH WOOD RODGERS FOR \$183,458 TO ASSIST WITH ADDITIONAL WORK TO COMPLETE THE AUTHORIZED CONVEYANCE OF FEDERAL LANDS TO THE CITY UNDER THE 2014 NATIONAL DEFENSE AUTHORIZATION ACT. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres.

Mayor Neal E. McIntyre called for a break: 6:22 pm - 6:32 pm

7. RESOLUTIONS

7.1. (Possible Action) Discussion and possible action to approve Resolution #25-010 to update the Planning Department Fee Schedule reflecting the amounts shown in the revised contracts with DOWL Engineering for survey and engineering plan review services.

Michele Rambo, Planning Director, stated items 2.4 and 2.5 of the consent agenda tonight were contracts with DOWL Engineering for some outside reviewing services. The City has had a contract with DOWL to provide surveying services for certain planning applications where they need certain map reviews. The second contract is a relatively new one that was approved for the first time in April and that was originally through the Engineering Department, and that is to cover engineering reviews of planning applications. DOWL Engineering is changing their prices starting July 1, 2025. Therefore, the City Planning Department needs to revise the fee schedule to reflect these changes. In addition, the Engineering Department is no longer conducting

internal reviews for the Planning Department's development applications. Per a new contract, DOWL Engineering will take over these reviews, which also raises the need to revise the fee schedule to add these new fees. She pointed out that none of the city fees are changing. These are all outside consultant fees. By doing this pass-through method, we don't keep the money.

Motion: I MOVE TO APPROVE THE RESOLUTION 25-010 TO UPDATE THE PLANNING DEPARTMENT FEE SCHEDULE. **Action:** Approved. **Moved by:** Councilman Ryan Hanan. **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres.

8. PUBLIC FORUM

Debbie Skinner, Fernley resident, stated that she concurs with Councilwoman Zoberski about the turf for the CRRC. She suggested, for the safety of our children and for the liability of the city, reconsider and not use the artificial turf.

Becki Howlett, Fernley 4th of July, gave an update on the event. There are over 70 vendors at the park this year and 60 entries into the parade.

Scott Barnes, Vice President for entitlement for Mark IV Capital, stated that they support what staff is doing by hiring outside consultants for plan review for surveying in engineering because it speeds up their review time.

Tyler suggested the city have some sort of donation program for quality donations of clothes, shoes, and blankets for the winter.

Mayor McIntyre announced that City Hall will be closed on the 4th of July, and the next meeting will be July 16th at 5 pm.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:47 pm.

Approved by the Fernley City Council on August 6, 2025, by vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JULY 16, 2025**

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, City Engineer Maria Paz Fernandez, Utilities Director Seong Kim.

1.3. Public Forum

None at this time.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. For Possible Action to approve an agreement between Kinder Morgan, hereinafter referred to as SFPP, L.P. and the City of Fernley to accept a donation of \$25,000 for the City of Fernley's Animal Services Department.

2.5. Possible Action to approve a contract for legal services related to water resources to Taggart & Taggart, Ltd. for an amount not to exceed \$550,000 for fiscal year 2025-2026.

2.6. For Possible Action to purchase one (1) full-size SUV for the City of Fernley's Fleet Department for an amount not to exceed \$70,000.

2.7. For Possible Action to purchase one (1) articulating/telescoping aerial bucket truck for the City of Fernley's Fleet Department for an amount not to exceed \$195,000.

2.8. For Possible Action to purchase one (1) 3-yard dump truck with liftgate for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$100,000.

2.9. For Possible Action to purchase one (1) mid-size SUV for the City of Fernley's Public Works Department for an amount not to exceed \$50,000.

2.10. For Possible Action to purchase one (1) ¾-ton, four-wheel drive pickup truck with service body for the City of Fernley's Parks Department for an amount not to exceed \$80,000.

2.11. For Possible Action to purchase one (1) ¾-ton, four-wheel drive pickup truck for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$75,000.

- 2.12. For Possible Action to purchase one (1) mid-size SUV for the City of Fernley's Engineering Department for an amount not to exceed \$50,000.
- 2.13. For Possible Action to purchase one (1) ½-ton four-wheel drive pickup truck for the City of Fernley's Engineering Department for an amount not to exceed \$60,000.
- 2.14. For Possible Action to purchase one (1) modular building to create additional office space for the Water Distribution Department for an amount not to exceed \$300,000.
- 2.15. For Possible Action to purchase one (1) modular building to create additional office space for the Water Treatment Plant Department for an amount not to exceed \$300,000.
- 2.16. For Possible Action to purchase one (1) modular building to create additional office space for the Wastewater Department for an amount not to exceed \$300,000.
- 2.17. For Possible Action to purchase one (1) 1/2-ton, four-wheel drive truck for the City of Fernley's Utility Billing Department for an amount not to exceed \$60,000.
- 2.18. For Possible Action to purchase one (1) mid-size SUV for the City of Fernley's Utility Department for an amount not to exceed \$45,000.
- 2.19. For Possible Action to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$60,000.
- 2.20. For Possible Action to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Water Treatment Plant Department for an amount not to exceed \$60,000.
- 2.21. For Possible Action to purchase one (1) 3-yard dump truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$100,000.
- 2.22. For Possible Action to purchase one (1) Vac-Con for the City of Fernley's Water Distribution Department for an amount not to exceed \$700,000.

Barry Williams, Public Works Director, stated this item is for possible action to purchase a Vat-Con for the City of Fernley's Water Distribution Department for an amount not to exceed \$700,000. The quote that was attached to the original staff report was incorrect. The correct proposal was given to the Council, and copies were placed on the back table for the public.

Motion: I MOVE TO APPROVE ITEM 2.22. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

- 2.23. For Possible Action to purchase one (1) 3/4-ton, four-wheel drive pickup truck with service body for the City of Fernley's Wastewater Department for an amount not to exceed \$90,000.
- 2.24. For Possible Action to purchase one (1) solar CCTV inspection system van for the City of Fernley's Wastewater Department for an amount not to exceed \$500,000.
- 2.25. For Possible Action to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Utility Department for an amount not to exceed \$60,000.

Motion: I MOVE TO PULL CONSENT AGENDA ITEM 2.22 FOR FURTHER DISCUSSION AND ITEM 2.4 MOVED TO NEXT MEETING. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

3. REPORTS - this item is for various public entity representatives to provide general information to the Council and public. No action will be taken.

Sergeant Santos, Lyon County Sheriff's Department, reported that there were no major incidents during the 4th of July gathering. They have been seeing an uptick in DUI's in Fernley lately. He encourages members of our public to call in reckless drivers. They have *NHP and 911. We need to get DUI drivers off the road.

Captain JT McCoy, North Lyon County Fire, reported there were a total of 326, 911 calls for the month of June. 234 of those were EMS calls that led to 145 transports to hospitals. They received mutual aid from neighboring departments 22 during the month. They assisted with the brush fire off I80 and the fire at Trex.

3.1. Reports by City Staff, City Council, and the Mayor, including but not limited to monthly statistical reports by city departments.

Lydia Altick, Deputy City Manager, reported that the Community Response and Resource Center is built and received a temporary CFO last week, and should have the final Certificate of Occupancy by the end of this month. We've planned a ribbon cutting for August 27, which is a Wednesday at 2 pm, and all the public is invited.

Councilman Hanan reported that he met with Sheriff Brad Pope and Deputy Chief Branningham. He learned about activities in Fernley and the things they are doing to keep the folks in Fernley safe. He met with Polyglass and looked at some of the expansion projects they're doing. At the 4th of July celebration, he sat with Ms. Altick and the folks from Animal Services and the Friends of Fernley Animal Services, to help fundraise for what we hope is a new animal shelter in Fernley.

Councilwoman Zoberski reported that all three age divisions of the Fernley Softball Little League went to the states. The 12U Division got 3rd place in the State tournament, and the 10U Division got second place, so they are finalists. Our Junior girls won first place in the state tournament, so they are headed to Arizona, to play in the regionals, and their first game will be against Idaho on Friday at 7:30. We're really starting to create a name in our youth sports. She also gave a shout-out to Coach Diane Chapin. Coach Chapin has traveled to every tournament and every game, giving them advice. She runs summer programs of extra softball practices so that they can practice. She is as committed as she can be.

Councilman Lau reported that they had a great Sports Commission meeting on the 9th. There are a lot of issues that will be brought forward. He had coffee with the new Chamber of Commerce Manager.

Councilman Torres reported that this Friday and Saturday the Stan Ceresola Roping Memorial event will be held at the Out-Of-Town Park rodeo grounds, and then Saturday and Sunday the Junior Rodeo will be at the same location. The Senior Citizens Advisory Committee did their fan drive and were able to give away all the fans that were purchased or donated to our senior citizens.

Councilman Mendoza thanked Becki Howlett for her big part and endless hours for the 4th of July event. We have a firefighter within our fire district that we're raising money for at the Black Bear Diner, and we're going to do a Black Bear Takeover. This is a person within our fire department that's been affected by cancer, and we are trying to support their family, and it will be August 13th, and we believe the sheriffs may be getting involved with that. We will be out there serving and raising money for one of our own.

Mayor Neal E. McIntyre reported that there are a lot of open positions. We are doing a lot of interviews and applications for planning and in the engineering department. The \$3 million appropriation money that we put in for the surface water intake is still looking good. He also congratulated the Junior softball team for winning the state tournament. Diane Chappen is the most winning coach in Nevada when it comes to sports in any division. Ms. Chapin is the President of the Youth Girls Softball League and softball coach at the high school.

3.2. State of Nevada Legislative update

Mendy Elliott, Flynn Giudici Government Affairs, gave an overview of the 2025 Nevada legislature session. They tracked 127 bills for the City of Fernley. The 2025 legislative priorities were affordable housing and homelessness, employment, law, economic development, tax abatement, health care and

then there was some judicial. They were looking at public safety and trying to change some of the laws. She thanked the Mayor, Council and staff for all their help and input.

Councilman Torres stated that this council, along with Ms. Elliott, and with our staff, this was the most action that the City of Fernley has ever taken in its history and there was only one bill, which was the small rail bill that we either opposed or supported, that didn't go our way.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal E. McIntyre presented a proclamation to the Desert Pigs.

5. PRESENTATIONS

5.1. Possible Action, Presentation and adoption of Resolution 25-011, providing for the transfer of the City's 2025 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority

Katie Coleman, Communications Director of the Nevada Rural Housing Authority (NRHA), expanded upon some of the highlights that they have included in their request to transfer the city's unused private activity Bond Cap to NRHA. Each year, the City of Fernley transfers its unused private activity Bond Cap to NRHA resulting in continued success for their "Home at Last" program. Fernley has been a longstanding contributor to the success of the program through the transfer of that unused Bond Cap. These transfers allow NRHA to create real, lasting housing opportunities. Bond Cap isn't money. It's a Federal allocation that enables entities like NRHA to issue tax-exempt bonds to fund qualified housing initiatives like their homeownership programs.

Motion: I MOVE TO APPROVE RESOLUTION 25-011 PROVIDING FOR THE TRANSFER OF THE CITY'S 2025 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5 **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6. STAFF REPORTS

6.1. Presentation, discussion, and possible action regarding the selection of an executive search firm to assist in the hiring of a City Manager from the three proposals received; CPS HR Consulting, Bob Murray & Associates, Prothman Executive Recruitment

Robert Carson, City Treasurer, gave a brief summary of the three proposals that were received from CPS HR Consulting, Bob Murray & Associates, and Prothman Executive Recruitment. All three companies have similar proposals and similar processes, and they are proposing a 16-week or 4-month process to go through and select a new City Manager.

Mayor Neal E. McIntyre stated that he recommends that CPS HR Consulting be hired. He personally talked to all three different firms. CPS HR went in-depth into what they would do for us, whereas the other two just said they would send us information and sent pamphlets. Our City Engineer, Maria, also worked with CPS HR Consulting, and they did a fantastic job in their searches.

Motion: I MOVE TO RECOMMEND THAT CPS HR BE SELECTED TO LEAD THE SEARCH FOR THE NEW CITY MANAGER. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, **No:** Councilman Torres, Councilman Mendoza.

6.2. Discussion and possible action to accept Mark IV's Special Assessment District petition application for improvements to Nevada Pacific Parkway.

Lydia Altick, Deputy City Manager, presented. Mark IV Capital requested from the city the formation of a Special Assessment District (SAD) under the developer petition method for the Victory Logistics District Development, and other benefiting landowners to finance eligible public improvements for the existing Nevada Pacific Parkway. On June 4, 2025, the Fernley City Council approved Resolution 25-005 to establish guidelines and procedures for the creation of private property owner-requested Special Assessment Districts. For the Mark IV process, we have had the pre-application meeting, and the application and petition process is 75% complete. Tonight, we're asking for City Council approval to move forward with that petition. After that there will be a formal petition that will come before the City Council and a public hearing. If approved, we will begin negotiations, after that, we obtain security costs from Mark IV. She gave a brief overview of the project. We recommend moving forward with the SAD petition request with the following conditions: developers contacting other property owners regarding the formation of the SAD, developer to provide the most recent appraisal of Mark IV property to ensure there is current value in excess of assessment, and to provide the timing of SAD formation bond issuance and project expenditures. Mark IV is responsible for all costs of the project before the time the bonds are issued.

Motion: I MOVE TO APPROVE MOVING FORWARD WITH THE MARK IV SPECIAL ASSESSMENT DISTRICT PETITION REQUEST WITH THE FOLLOWING CONDITIONS: 1) MARK IV WILL CONTACT OTHER PROPERTY OWNERS REGARDING FORMATION OF THE SAD; 2) TO PROVIDE MOST RECENT APPRAISAL OF MARK IV PROPERTY TO ENSURE THERE IS CURRENT VALUE ABOVE ASSESSMENT; AND 3) TO PROVIDE THE DESIRED TIMING OF SAD FORMATION, BOND ISSUANCE AND PROJECT EXPENDITURES. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6.3. Discussion and possible action to amend the Rules of Decorum to include rules for digital appearance for council members. Councilman Hanan

Councilman Hanan stated the policy for digital appearance was created during the covid epidemic. We don't have that issue anymore, and it's important that council members are attentive and behind the dais.

Motion: I MOVE TO DIRECT THE CITY ATTORNEY TO REVISE THE RULES REGARDING DIGITAL PARTICIPATION, PHONE PARTICIPATION WITH EXCEPTIONS FOR ILLNESS AND FAMILY EMERGENCIES. ADDITIONALLY, DIGITAL APPEARANCES SHOULD REQUIRE MEMBERS TO BE STATIONARY, CAMERA ON, AND PARTICIPATING IF THEY ARE GRANTED PERMISSION TO ACCESS VIA ZOOM OR OTHER DIGITAL MEDIA. ALL REQUESTS TO APPEAR DIGITALLY MUST BE APPROVED BY THE MAYOR WITH PRIOR APPROVAL. **Moved by:** Councilman Hanan **Seconded by:** Councilman Lau.

Councilman Torres asked to have a discussion. A lot of government entities, commissions and city councils have actually gotten away from Zoom, and they are calling in because Zoom and Teams take up more of the clerk's time. This is great overreach. If the voters in that ward for any of us sitting up here have a problem, then the voters and the public need to go to that member of council who they are fully available for. We are elected. None of us answer to each other, we answer to the voters, we answer to our staff, and vice versa. If I want to call in, I should be allowed to call in if I'm making comments, and I'm voting, and I'm not getting lost because I'm not paying attention. That's my responsibility as an adult. I don't have to be on video, and I'm allowed to do that by our current rules of decorum and if we got rid of the video and just do call in, I'd be a hundred percent for that as well.

Councilwoman Zoberski stated that we are not the only city experiencing this. One of the things they found is that there is reduced meeting fatigue, so constantly being on video and tiring leads to distractions, allowing officials to turn off their cameras can potentially increase focus on the discussion itself. There is also the privacy and comfort issue. If you are in your home, you might be uncomfortable showing your homes or not having a suitable backdrop. We need to think about both sides of this. She agrees that we should trust our council members enough with the camera on or off. She has a hard time supporting it, only because she has not heard it from the public. She's never had a person from the public come up to her and complain or say it doesn't feel transparent that somebody's on video. It's not her place to police the council up here. She would rather have full trust that they're doing what they were voted in to do.

Councilman Hanan stated that he is asking that we send this back to our attorney to review, not create a new rule, but to create rules that are compatible with our requirement to serve the public. Part of that requirement is that we are up here, and we face the public, and that they see our faces, they hear our comments. Routinely, when we're doing zoom, we have communication issues. It's incumbent upon elected officials, if they choose to use that method for whatever reason that's granted, that they be responsible for having a solid connection which allows them to provide that service, to do their job for the city. The people elected us to sit up here. They don't elect us to sit at home or to be in our car or be on vacation on zoom with the camera off not participating, that should be an unexcused absence. There is a problem that is forming here, and we need to stop it.

Councilman Lau stated he's been there for 11 years and there have been a lot of changes. Right now, he has never seen more chaos in the city council. He withdrew his second motion.

Action: No Action

Mayor Neal E. McIntyre stated that the motion dies.

7. PUBLIC FORUM

None at this time.

Mayor Neal E. McIntyre stated that he will be absent from the August 6, 2025, meeting and Pro-Tem Councilwoman Zoberski will be running the meeting.

The next meeting will be August 6, 2025, at 5 pm.

8. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:46 pm.

Approved by the Fernley City Council on August 6, 2025, by vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Felicity Zoberski, Mayor Pro Tem

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origation date = 7/10/2025-7/31/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Truckee Meadows Property Maintena NO BS		Javier Magana-B	835 E York Way	Sparks	NV	89434	775-440-1409	Contractor	Painting Contractor #795
		David Thomas	390 Curry Dr.	Fernley	NV	89408	775-622-6264	Handyman	Repair & maintenance of
Green Lands 1 LLC	Greenlads Construction Materi	Johan Vera	6B Inglewood Dr E	Fernley	NV	89408	775-340-7093	Wholesale and/or Reta	Sales of construction mat
Apple Valley Insulation, a BDI Compa		Pamela Henson - O	2370 Valley Rd.	Reno	NV	89512	614-221-3399	Contractor	Insulation & Weather Stri
Rain and Shine Cleaning Services LL		Brandon Turner	4558 Langdon St.	Fernley	NV	89408	775-238-3474	Cleaning Services	Residential & commercial
Designers Landscapes LLC		Hugo Enrique de la	2641 Arrowhead Dr.	Carson City	NV	89706	775-843-5977	Contractor	Landscape/Concrete/Mas
Carniceria El Pariente, LLC	Tacos El Agave	Gabino Chavez	1313 Serenity Circle	Fernley	NV	89408	775-874-4144	Restaurant/Fast Food/	Mobile food vendor
Ananta USA Inc		Jose Martinez - Pre	4331 W Santa Ana Ave	Fresno	CA	93722	559-276-1080	Engineering Services	Engineering services
New Era Heating & Air Conditioning, L		Sebero Marin Junio	15039 Copper Sunrise Dr.	Reno	NV	89521	775-772-9814	Contractor	Air Conditioning Contract
OnSite Development, Inc	OSDI, Inc	Chad Call	1636 S 1100 W	Ogden	UT	84404	801-621-1600	Contractor	General Contractor #806
Tungsten Engineering Contractors		Heather Hellickson	299 Viola Way, Ste 100	Washoe Valley	NV	89704	775-622-7581	Contractor	General Engineering Con
Grand Totals:									11

Report Criteria:

License.Status = "Active"

Business.Origation date = 7/10/2025-7/31/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the Purdue Bankruptcy/Sacklers Opioid Litigation Settlement

AGENDA ITEM BRIEF:

The State of Nevada and numerous local governments, including the City of Fernley, are separately suing certain entities for the misconduct relating to the unlawful manufacture, marketing, promotion, or dispensing of prescription opioids in the State of Nevada. Staff is recommending approval of the proposed Purdue Bankruptcy/Sacklers Settlement.

RECOMMENDED MOTION:

I move to approve the Purdue/Sacklers Settlement re: the Opioid Litigation

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The State of Nevada and numerous local governments, including the City of Fernley, are separately suing certain

entities for the misconduct relating to the unlawful manufacture, marketing, promotion, or dispensing of prescription opioids in the State of Nevada. Staff is recommending approval of the proposed Purdue Bankruptcy/Sacklers Settlement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2025 0708 Purdue-Sacklers Estimated Allocation
2. Fillable_Purdue_-_GESA_Ex_K_(Subdivision_Participation_Form)

PURDUE BANKRUPTCY - SACKLERS SETTLEMENT
OPIOID LITIGATION SETTLEMENT ESTIMATED ALLOCATION

NEVADA RECOVERY	\$ 57,941,815.03
-----------------	------------------

LEAD LITIGATOR COSTS ESTIMATE	
-------------------------------	--

FEDERAL GOVERNMENT CMS MEDICAID COSTS (22.52%)	
--	--

ALLOCATION AMOUNT ESTIMATE	\$ 57,941,815.03
----------------------------	------------------

GOVERNMENT ENTITY	GROSS ALLOCATION	GROSS ATTORNEY FEES	NET ALLOCATION
STATE OF NEVADA	\$ 25,413,280.09	\$ 5,463,855.22	\$ 19,949,424.87
CARSON CITY	\$ 590,263.04	\$ 147,565.76	\$ 442,697.28
CHURCHILL COUNTY	\$ 228,124.31	\$ 57,031.08	\$ 171,093.23
CLARK COUNTY	\$ 21,769,657.83	\$ 5,442,414.46	\$ 16,327,243.37
DOUGLAS COUNTY	\$ 540,021.25	\$ 135,005.31	\$ 405,015.94
ELKO COUNTY	\$ 352,145.63	\$ -	\$ 352,145.63
ESMERALDA COUNTY	\$ 16,176.16	\$ 4,044.04	\$ 12,132.12
EUREKA COUNTY	\$ 33,620.63	\$ -	\$ 33,620.63
HUMBOLDT COUNTY	\$ 331,554.40	\$ 82,888.60	\$ 248,665.80
LANDER COUNTY	\$ 117,995.27	\$ -	\$ 117,995.27
LINCOLN COUNTY	\$ 77,199.46	\$ 19,299.87	\$ 57,899.59
LYON COUNTY	\$ 511,394.01	\$ 127,848.50	\$ 383,545.51
MINERAL COUNTY	\$ 194,941.24	\$ 48,735.31	\$ 146,205.93
NYE COUNTY	\$ 521,004.39	\$ 130,251.10	\$ 390,753.29
PERSHING COUNTY	\$ 117,899.63	\$ -	\$ 117,899.63
STOREY COUNTY	\$ 41,113.10	\$ -	\$ 41,113.10
WASHOE COUNTY	\$ 2,964,634.05	\$ 741,158.51	\$ 2,223,475.54
WHITE PINE COUNTY	\$ 340,202.17	\$ 85,050.54	\$ 255,151.63
BOULDER CITY	\$ 48,098.66	\$ 12,024.67	\$ 36,073.99
ELY CITY	\$ 2,152.50	\$ 538.13	\$ 1,614.37
FERNLEY CITY	\$ 4,700.60	\$ 1,175.15	\$ 3,525.45
HENDERSON CITY	\$ 748,827.82	\$ 187,206.96	\$ 561,620.86
LAS VEGAS CITY	\$ 1,535,573.60	\$ 383,893.40	\$ 1,151,680.20
MESQUITE CITY	\$ 47,656.56	\$ 11,914.14	\$ 35,742.42
NORTH LAS VEGAS CITY	\$ 789,105.40	\$ 197,276.35	\$ 591,829.05
RENO CITY	\$ 441,180.08	\$ 110,295.02	\$ 330,885.06
SPARKS CITY	\$ 138,351.32	\$ 34,587.83	\$ 103,763.49
WEST WENDOVER CITY	\$ 18,346.61	\$ 4,586.65	\$ 13,759.96
CENTRAL LYON FIRE PROTECTION DISTRICT	\$ 4,909.29	\$ 1,227.32	\$ 3,681.97
NORTH LYON FIRE PROTECTION DISTRICT	\$ 1,685.93	\$ 421.48	\$ 1,264.45
TOTAL:	\$ 57,941,815.03	\$ 13,430,295.40	\$ 44,511,519.63

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Tiffany Wood

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to authorize the execution of the water rights banking and dedication agreement with Reghetti Investments, LLC, and Brian and Jeanne Bishop-Parise, APN 021-351-04 TCID serial number 1078-2-B in the amount of 10 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Reghetti Investments, LLC and Brian and Jeanne Bishop-Parise, APN 021-351-04 TCID serial number 1078-2-B in the amount of 10 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with Reghetti Investments, LLC, and Brian and Jeanne Bishop-Parise; APN 021-351-04, TCID serial number 1078-2-B in the amount of 10 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

It is policy for the City of Fernley to have City Council approve all water right dedication agreements. David F. Stix Jr. is proposing to dedicate 1.12 ac/ft of water rights appurtenant to APN 021-472-05 (TCID Serial Number 1076-6) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:**FINANCIAL IMPLICATIONS:****ATTACHMENTS:**

1. 2025.07.16 Reghetti to Bishop-Parise (10)

APN: N/A - Water Rights
When Recorded mail to:
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

ASSIGNMENT AND ASSUMPTION OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND DEDICATION AGREEMENT

This Assignment and Assumption of Beneficial Interest in Water Rights Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between, Reghetti Investments, LLC, a Nevada limited liability company, hereinafter referred to as “Assignor”, and Brian Bishop-Parise and Jeanne Bishop-Parise, husband and wife, hereinafter referred to as “Assignee”.

RECITALS

- I. Assignor desires to convey a portion of its beneficial interest in a certain Water Rights Banking and Dedication Agreement to Assignee.
- II. Assignee desires to receive said property and formally assume the interest in said Water Rights Banking and Dedication Agreement and perform the applicable covenants and conditions contained in said Agreement.

NOW, THEREFORE, for and in consideration of the sum of _____ (\$ _____) and in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assignment: Assignor assigns, transfers and forever quitclaims, and does release unto the Assignee and to its heirs, successors and assigns forever, all of Assignor’s right, title and interest in and to the portion of its beneficial interest in those certain water rights dedicated to the City of Fernley by that certain Water Rights Banking and Dedication Agreement executed on June 18, 2023 (the “Banking Agreement”) with respect to (and solely with respect to) the following described water rights: a **Ten (10.0) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1078-2-B formerly appurtenant to Lyon County APN 021-351-04** (the “Assigned Water Rights”). All water rights dedicated under the Banking Agreement other than the Assigned Water Rights are reserved to and for the benefit of

Assignor (the “Reserved Water Rights”). A copy of the Banking Agreement and the recorded Water Rights Deed conveying all of the water rights (including the Assigned Water Rights and the Reserved Water Rights) to the City of Fernley are attached hereto as Exhibit “A” and “Exhibit B” and by this reference incorporated herein.

2. Assumption. Assignee expressly assumes the Banking Agreement with respect to the Assigned Water Rights and agrees to perform all covenants, conditions, duties and obligations contained therein with respect to the Assigned Water Rights. From and after the effective date hereof, Assignee will become the “Dedicator” under the Banking Agreement with respect to the Assigned Water Rights and Assignor will remain the “Dedicator” under the Banking Agreement with respect to the Reserved Water Rights, with each party retaining responsibility under the Banking Agreement solely with respect to their respective water rights interests and credits thereunder.
3. Warranties and Representations. Assignee warrants and represents as follows:
 - a. Assignee is not prohibited under any other agreement with any other person or any judgment or decree, from the execution and delivery of this Agreement under Banking Agreement;
 - b. No action has been brought or threatened which would in any way interfere with the right of Assignee to execute this Agreement and perform all of Assignee’ obligations contained herein or any of the obligations in the Banking Agreement;
 - c. Assignee has full power and authority to consummate the transactions contemplated under this Agreement.
4. Acknowledgement. Assignee acknowledges that the Banking Agreement is in full force and effect;
5. Costs. Assignee shall pay all costs of the assumption made hereby, to include without limitation, attorneys’ fees.
6. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.
7. Governing Law and Venue. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Nevada in the district courts of Lyon County, Nevada.

8. Attorneys' Fees. All costs incurred by the City of Fernley in enforcing this Agreement including, without limitation, reasonable attorneys' fees through any court proceedings shall be paid by Assignee.
9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.
10. Indemnification. Assignor and Assignee agree, jointly and severally, to indemnify and hold harmless the City of Fernley with respect to any claims, damages, or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed arising from, by reason of, or in connection with any part or portion of this Agreement. Assignor hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the beneficial interest transferred herein, or the water right underlying said beneficial interest, except as provided in this Agreement or the Water Rights Banking Agreement. Assignee acknowledges and agrees that the City makes no representation or warranty as to the title of the water rights underlying the beneficial interest transferred herein, and that in the event that any claim or dispute relating to said title renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind the Water Rights Banking Agreement and withhold the will-serve commitments provided for therein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Assignor and Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Assignor or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement or the Water Rights Banking Agreement.

[Signature pages follow]

REGHETTI INVESTMENTS, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

NOTARY PUBLIC

ASSIGNEE.

Brian Bishop-Parise

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2025, by Brian Bishop-Parise.

NOTARY PUBLIC

Jeanne Bishop-Parise

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2025, by Jeanne Bishop-Parise.

NOTARY PUBLIC

CITY MANAGER

Lydia Altick, Deputy City Manager

Telephone: 775-784-9900

LYDIA ALTICK

DATED this _____ day of _____, 2025.

SPECIAL CITY ATTORNEY

David H. Rigdon, Esq.

Telephone: 775-882-9900

I have reviewed this Assignment and Assumption Agreement and approve as to its legal form.

DAVID H. RIGDON

DATED this _____ day of _____, 2025.

CITY'S ORIGINATING DEPARTMENT:

Department: Public Works

BARRY WILLIAMS

DATED this _____ day of _____, 2025.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the job description and wage scale for the Code Enforcement Manager position.

AGENDA ITEM BRIEF:

The new position was approved by City Council through the budget process. The job description and wage scale are being brought back for final approval.

RECOMMENDED MOTION:

"I move to approve the job description and wage scale for the Code Enforcement Manager position."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The Code Enforcement Manager is a new position to the City of Fernley and it was approved through the 25/26 budget process.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Code Enforcement Manager - Clean DRAFT_

CITY OF FERNLEY

Code Enforcement Manager - *Draft*

Salary Range: \$40.16/\$83,532.80 - \$56.09/\$116,667.20

FLSA Status: Exempt
Approved:

Created: 12.04.2024
Revision: 07.17.2025

DEFINITION: oversees work assignments of assigned staff, to include delegation and review of workload; resolves complaints; supervises investigations and enforcement actions to ensure compliance with property maintenance, building, zoning, nuisance, public health, park rules, and other municipal codes and regulations; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS: This is a supervisory-level classification requiring the incumbent to perform the full range of code enforcement work while supervising Code Enforcement Officers.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

- Supervises individuals responsible for investigating and enforcing City Codes and regulations related to property maintenance, habitability, building, zoning, nuisances, park rules, and other related COF Municipal Code sections.
- Responds to citizen complaints regarding alleged code violations by conducting an impartial investigation, violations investigated may include various property maintenance, public nuisance, habitability, solid waste, sanitation, public health, park rules, development code, zoning, and other related code violations.
- Conducts site visits and confers with applicable City Departments or other regulatory agencies regarding building, public health and sanitation, and substandard violations to provide guidance to subordinate employees.
- Determines the best method to achieve code compliance by following established policies and procedures and best practices while utilizing provided notices, and applying related laws, ordinances, and regulations; supervises and assists subordinate employees' investigations.
- Prepares and supervises the preparation of official notices and orders in compliance with municipal code, state law, and policies and procedures; prepares and issues administrative and misdemeanor citations, Dangerous Building Certifications; prepares cases for court and testifies in court.
- Confers with members of department management and the City Attorney's Office regarding complaints to assist in interpretation of regulations and procedures.
- Assists in the preparation of amendments to relevant municipal codes.
- Responds to inquiries from the public via phone, email, customer relationship management system, and/or in person.
- Prepares reports and records regarding code enforcement activities.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge, Skills and Abilities:

- Knowledge of the rules, regulations, policies, and procedures of the division and the department; federal, state, local laws and codes relating to building, property maintenance, State of Nevada recordkeeping practices, zoning, public nuisances, housing and habitability, landlord tenant law, and public health; supervisory practices and procedures; union contracts, civil service rules, and City Administrative Policies.
- Proficiently skilled in the use of basic office software applications including word processing, email, and spreadsheets; operating a two-way portable radio, code enforcement vehicle, and inspection tools.
- Ability to use discretion in enforcing codes and apply courtesy and tact when dealing with the public; communicate effectively, verbally and in writing, with individuals experiencing homelessness or individuals from various socioeconomic, ethnic, and culturally diverse backgrounds in a variety of situations; give and follow verbal and written instructions in normal and stressful situations; use initiative and set priorities; schedule, coordinate, direct, and evaluate the work of subordinates; provide effective training; read, interpret, apply, and explain laws, rules ordinances, regulations, policies, and procedures; read and interpret maps, plans, engineering calculations, and legal descriptions; use and apply basic investigative techniques; conduct advanced research and prepare written reports; maintain files and records; deal constructively with conflict; establish and maintain effective working relationships with those contacted in the course of work; comply with departmental rules, regulations, policies, and procedures; maintain required certifications.

Required Experience, Education, Training, Licenses and Certifications:

- Graduation from high school or the equivalent.
- Three (3) years of experience in code enforcement or related field.
- Note: An equivalent combination of related education, experience, and training may be considered.
- Must possess the Property Maintenance and Housing Inspection Certification from the American Association of Code Enforcement (AACE) or the International Code Council (ICC) within twelve months of hire.
- Must possess and maintain a valid Nevada driver's license.
- Must pass a nationwide fingerprint-based record check, and a wants/warrants check.
- All required licenses and certificates, as mandated by local, state, and federal laws, or as required herein, must be obtained and maintained as a condition of continued employment.

- Must be a U.S. citizen.
- *Preferred:* Designation as a Certified Code Enforcement Administrator (CCEA) from the American Association of Code Enforcement (AACE) or the International Code Council (ICC) or capable of obtaining within one (1) year from hire date.
- *Desirable:* Experience supervising, training, and evaluating the work of professional and technical staff in a government setting.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Mobility to work in a typical office setting, use standard office equipment and drive a motor vehicle in order to attend meetings and inspect properties. Strength and stamina to inspect various residential, commercial, or industrial properties or other facilities which may include standing for extended periods of time, stooping, kneeling, and walking on uneven terrain, climbing ladders, and stairs. Strength to lift and carry up to 30 pounds at times. Vision to read printed materials and a computer screen. Hearing and communicating in person via email or over the telephone.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

Working Conditions:

Work is performed under the following conditions.

Majority of the work is conducted outside in all types of weather conditions. Work is performed on public and private property and on uneven terrain with possible exposure to moving objects and vehicles. Possible hazards include but are not limited to sharp objects, animals, pinch points, dust, noise, vibration, extreme heat and cold, slippery surfaces, toxic, and caustic chemicals. Position may require travel by car from the office to a work site. They may be personally exposed to dangerous persons and circumstances, including dead, injured, and sick individuals and individuals with communicable diseases exposure to dead, injured, and diseased animals and animal waste products. Periodic contact with upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

Employee Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the job description and wage scale for the Code Enforcement Officer position.

AGENDA ITEM BRIEF:

City Council approved the new position through the budget process. The job description and wage scale are being brought back for final approval.

RECOMMENDED MOTION:

"I move to approve the job description and wage scale for the Code Enforcement Officer position."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The Code Enforcement Officer is a new position to the City of Fernley and it was approved through the 25/26 budget process. This position will report directly to the Code Enforcement Manager.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Code Enforcement Officer Clean Draft 07.17.2025

CITY OF FERNLEY

Code Enforcement Officer

Salary Range: \$28.23 - \$38.25 Hourly

FLSA Status: Non-Exempt
Approved:

Created: 12.04.2024
Revised: 07.17.2025

DEFINITION: Under direct supervision, perform field inspections of properties to ensure compliance with applicable Municipal Codes and International Codes which have been adopted by the jurisdiction. Resolves complaints when necessary.

DISTINGUISHING CHARACTERISTICS: This is the entry level class in the Code Enforcement Officer series.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Responds to alleged violations; interviews complainants and witnesses; takes photographs of violations and documents activities; communicates verbally and in written format of all applicable code information and notification and appeal processes to all parties, tenants, owners, contractors, and other organization representatives.
2. Conducts research to determine the approved conditional uses of property; research ownership, compliance requirements, fees, legal processes, and other state, federal, and local requirements necessary to enforce codes.
3. Inspects property for abandoned or inoperative vehicles; issues citations or infractions to offenders, appears in court, gives legal depositions, provides witness information, prepares administrative search warrants, prepares summons and complaint affidavits as required by City Attorney; issues notices for vehicle abatement if necessary; oversees abatement and removal of vehicles.
4. Serves as a resource to other organization departments regarding zoning, nuisance, and housing and property maintenance code requirements.
5. Maintains detailed, accurate, and complete records, case files, and reports of inspections and surveillance activities.
6. Operates computer to process and acquire data relative to inspection sites and effective code enforcement, including land use, zoning, court data, licensing, corporation status, county assessor, and other databases and organization websites.
7. Responds to and resolves citizen inquiries and complaints.
8. Testifies in Municipal Court regarding code violations with knowledge and professionalism.
9. Advise property owners, contractors, and other responsible parties of code violations and changes needed to conform with standards; conduct follow-up inspections to determine if code deficiencies have been resolved; issue courtesy notices and notices of violations.

10. Perform proactive education and outreach programs to encourage community participation in code enforcement operations and reduce code enforcement violations.
11. Maintain a variety of accurate and detailed databases, logs, records, reports and files regarding inspection activities, code violations and resulting actions; prepare correspondence, documentation, routine reports and weekly status reports as required.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Basic operational characteristics, services, and activities of a code enforcement program.
- General construction methods used in building and related structures; and
- Computer use. Ability to use code enforcement software, word and excel to keep accurate records of code enforcement cases.
- Various email programs.
- General record keeping.
- Basic understanding of research and report preparation.

Skills to:

- Operate modern office equipment, including computers, copiers and scanners.
- Work with diverse cultural and socioeconomic groups using tact, discretion, initiative, and independent judgment within established guidelines.
- Establish and maintain effective working relationships with those contacted in the course of work.

Ability to:

- Learn to interpret and enforce applicable city, state, and federal codes, ordinances and regulations related to Municipal Codes and nuisance violations.
- Learn computer applications and operate computer equipment relative to area of assignment.
- Learn to enforce proper zoning, nuisance, health, and safety requirements.
- Learn to establish and meet critical deadlines, compile and collect data, establish priorities, organize workload, and conduct necessary follow-up activities with minimal supervision.
- Communicate clearly and concisely, both orally and in writing.
- Develop advanced skills in the operation of a motor vehicle and follow all safety regulations established by the City of Fernley.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Graduation from high school or its equivalent, supplemented with some college level coursework in building, planning, criminal justice, or related field **AND** one year of work experience working with regulations or a related field that would demonstrate the attainment of the knowledge, skills and abilities. One year of experience with frequent heavy public contact in stressful or confrontational situations.

Required Certifications and Licensing:

Possession of or capable of obtaining Property Maintenance and Housing Inspector Certification, issued by the International Code Council (ICC), within 12 months of hire and maintenance afterwards.

Possession or capable of obtaining and maintaining a Nevada State issued driver's license.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Mobility to work in a typical office setting, use standard office equipment and drive a motor vehicle in order to attend meetings and inspect properties. Strength and stamina to inspect various residential, commercial, or industrial properties or other facilities which may include standing for extended periods of time, stooping, kneeling, and walking on uneven terrain, climbing ladders, and stairs. Capable of lifting and carrying up to 30 pounds when necessary. Vision to read printed materials and a computer screen. Hearing and communicating in person via email or over the telephone.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

Working Conditions:

Work is performed under the following conditions.

Majority of the work is conducted outside in all types of weather conditions. Work is performed on public and private property and on uneven terrain with possible exposure to moving objects and vehicles. Possible hazards include but are not limited to sharp objects, animals, pinch points, dust, noise, vibration, extreme heat and cold, slippery surfaces, toxic, and caustic chemicals. Position may require travel by car from the office to a work site. They may be personally exposed to dangerous persons and circumstances, including dead, injured, and sick individuals and individuals with communicable diseases exposure

to dead, injured, and diseased animals and animal waste products. Periodic contact with upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

Employee Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

DRAFT



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

GL No.100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a contract with CPS HR Consultants for \$30,000.00 for executive recruitment services for a City Manager.

AGENDA ITEM BRIEF:

The City of Fernley seeks to hire a professional consulting/recruiting firm to assist in hiring a new City Manager.

RECOMMENDED MOTION:

I move to enter into a contract with CPS HR Consulting for \$30,000 for executive recruitment services for City Manager.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may choose not to approve the contract with CPS HR Consulting for \$30,000.

BACKGROUND:

On May 28, 2025, Mr. Ben Marchant was presented with a separation agreement, which was accepted with his

resignation from the City Manager position with the City of Fernley.

In June of 2025, Mayor McIntyre inquired and received three proposals to provide recruitment services for the City Manager.

On July 8, 2025 the job announcement for City Manager was posted to the City's website.

On July 16, 2025, Fernley City Council approved three to two to move forward with CPS HR Consulting to provide executive recruitment services for City Manager.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

The City will utilize the General Fund to pay for professional recruitment services.

ATTACHMENTS:

1. City of Fernley NV - City Manager Full Recruitment Agreement 07-29_FINAL

CONTRACT

A Contract For Professional Services

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and CPS HR CONSULTING, a California joint powers authority, whose address is 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 ("Contractor").

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 266 authorizes the City to engage the services of independent contractors; and

WHEREAS, the services of Contractor are deemed to be both necessary and in the best interests of the City; and

WHEREAS, the City desires to retain the services of Contractor on the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
2. **Attachment B:** Fee Schedule
3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

CONTRACT

A Contract For Professional Services

4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any changes to the project team must be approved in writing by the City's Project Manager.
- b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.
- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

CONTRACT

A Contract For Professional Services

- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1 to 3) \$30,000

- f. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

If to the City: Mayor
 City of Fernley
 595 Silverlace Blvd.
 Fernley, NV 89408

If to Contractor: CPS HR Consulting
 2450 Del Paso Road, Suite 220
 Sacramento, CA 95834

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements

CONTRACT

A Contract For Professional Services

and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal

CONTRACT

A Contract For Professional Services

year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

- d. **Default or Breach.** A default or breach (an “Event of Default”) may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:

CONTRACT

A Contract For Professional Services

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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A Contract For Professional Services

10. INDEMNIFICATION: The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

- a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.
- b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.
- c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City

CONTRACT

A Contract For Professional Services

shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

12. INSURANCE: Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

OW

CTR

- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer: ****CONTACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

CONTRACT

A Contract For Professional Services

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

- i. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:
 - 1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
 - 2. Contractor is otherwise in compliance with those terms, conditions and provisions.



- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

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A Contract For Professional Services

Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

- v. Policy Cancellation: Contractor or Broker shall provide thirty (30) days written notice to the City, that the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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A Contract For Professional Services

Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

- e. **Failure to Maintain Required Coverages.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

13. COMPLIANCE WITH LEGAL OBLIGATIONS: Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

14. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Contract 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 default or breach.

15. SEVERABILITY: If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

16. ASSIGNMENT/DELEGATION: To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor

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(or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

18. PUBLIC RECORDS: Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

19. FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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- 20. LOBBYING:** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
- 22. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 23. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 24. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in

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connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

25. COUNTERPARTS: This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

26. ADVICE OF COUNSEL: Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

27. MODIFICATION; NO WAIVER: The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

28. INTERPRETATION OF AGREEMENT: This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

29. COOPERATION OF PARTIES: The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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30. NON-DISCRIMINATION: 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, sexual orientation, gender identity or expression, or age, 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. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address: 3

City: C State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

:

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Attachment A Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Manager is uniquely suited to the City's needs.



Phase I: Our consultant will meet with the Mayor to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the Mayor to determine the process best suited to City of Fernley.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 - Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that a new City Manager will face. Activities will include:

- Identifying key priorities for the new City Manager and the conditions and challenges likely to be encountered in achieving these priorities.

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- Describing the type of working relationship the Mayor wishes to establish with the City Manager.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new City Manager in light of the discussions above.
- Discussing recruitment and selection strategies for the Mayor's consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at <https://www.cpsr.us/executive-level-recruitment-2/>.

Phase II - Aggressive, Proactive, and Robust Recruitment

Task 1 - Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 - Resume Review and Screening Interviews

Task 4 - Mayor Selects Finalists

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

Advertising Sources	
● City's website ● CPS HR website ● California City News ● Careers in Government ● CSAC ● Governmentjobs.com ● ICMA ● LinkedIn	● NACA ● NACO ● National Association of Counties ● National League of Cities ● National Forum for Black Public Administrator ● Public CEO ● Asian American Government Executives Network

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- | | |
|---|--|
| <ul style="list-style-type: none">• League of Women in Government• Local Government Hispanic Network | <ul style="list-style-type: none">• Western Cities |
|---|--|

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates

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during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Mayor. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Mayor to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III - Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 - Final Preparation for Appointment

Task 4 - Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the Mayor to review this process and discuss the preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the Mayor. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the Mayor with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the Mayor wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to

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jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the Mayor.

- **Conduct Background Checks:** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the Mayor for further review.
- **Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

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Attachment B Fee Schedule

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** of the recruitment process. Travel expenses for candidates who are invited forward in the interview process are not included. Should the City request that CPS HR assist with candidate travel, CPS HR will invoice the City for expenses at cost.

Professional Fixed Fee*	
Professional Services for Full Recruitment (Fixed Flat Fee)	\$30,000

**Professional fees would be billed in equal installments upon completion of each phase.*

One-Year Service Guarantee

If the employment of the candidate selected and appointed by the Mayor as a result of a **full executive recruitment (Phases I, II, and III)** comes to an end before the completion of the first year of service, CPS HR will provide the Mayor with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

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Attachment C Schedule of Services

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of new City Manager can be completed in 12 to 14 weeks for a Full Recruitment. The precise schedule will depend on the placement of advertising on appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting					➤											
Final Filing Date						➤										
Preliminary Screening					➤											
Present Leading Candidates									➤							
Semi-finalist Interviews										➤						
Reference/ Background Checks												➤				
Final Interviews												➤				
Appointment													➤			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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Attachment D Project Team

Team Biographies

Pam Derby, Manager, Executive Recruitment

Since joining CPS HR Consulting in 2003, Pam Derby has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions.

Prior to joining CPS HR, Ms. Derby served as the Aide to the Yuba County Board of Supervisors serving as the Board's liaison to County Department Heads, the community, and the media. This experience provided her with a unique perspective into the special circumstances that exist in a Board/Council-Manager relationship and a keen awareness of the inner workings of local government. She is sensitive to balance the wants of the community with the needs of the client so as to tailor a recruitment process that reaches out to the most appropriate candidates and ensures a diverse group of individuals from which to make a selection. She has successfully employed these techniques in jurisdictions ranging from under 10,000 to 10 million. Moreover, she employs a firmly-held personal philosophy that candidates must be treated with the same respect and careful consideration as her client.

Erich WonSavage, Principal Executive Recruiter

A seasoned and results-driven human resources leader, Erich brings over 20 years of public sector experience driving strategic HR initiatives that enhance organizational performance. With deep expertise across talent acquisition, workforce planning, employee relations, compensation design, and executive coaching, he has led full-cycle recruiting efforts, including executive-level searches, and executed large-scale organizational restructures. From developing leadership academies and succession planning frameworks to mediating complex employee relations issues and designing equitable compensation strategies, Erich is known for crafting sustainable solutions rooted in data, compliance, and employee engagement. His collaborative leadership style and commitment to operational excellence has made him a trusted advisor to senior leadership, guiding culture transformation, performance management, and DEI-focused strategies. He holds a Bachelor's degree from St. Thomas University and a Master's degree from Regis University.

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Rachael Danke, Associate Executive Recruiter

Rachael Danke has spent her entire career in the non-profit and public sectors. With over seven years of experience in Human Resources, and a Master's Degree in Human Resources. Rachael has assisted multiple agencies throughout the nation with their talent attraction and retention needs, along with benefits, policy analysis, and strategy. Rachael has experience recruiting for roles such as Chief of Police, Director of Public Works, Director of Human Resources, Executive Director, and other executive roles at the local, state, and special districts level. Before CPS HR Consulting, Rachael was an HRBP for multiple county departments supporting their recruitment and hiring needs. Rachael is excited to continue to attract new talent to the public sector using innovative techniques such as Virtual Career Fairs and talent engagement to ensure the next generation of leaders for tomorrow.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

GL No.100-417-720

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve an Additional Service Request (ASR) 04 with TSK Architects for \$9,800.00 for concept design services for shade structures on the event lawn space at the Community Response and Resource Center.

AGENDA ITEM BRIEF:

The City of Fernley seeks to obtain conceptual design services for up to three conceptual shade structure options, including solar studies. The conceptual design will indicate form and materiality with a construction cost estimate not to exceed \$100,000. The scope of work includes coordination with the City. The City will use the package as a bridging document for a design-build team to both fabricate and install the shade structures and required foundation.

RECOMMENDED MOTION:

I move to approve CRRC ASR 04 with TSK Architects.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may choose not to approve ASR 04 with TSK for conceptual design for the event lawn shade structures.

BACKGROUND:

On July 13, the Community Response and Resource Center (CRRC) received a Temporary Certificate of Occupancy.

During the schematic design phase of the CRRC, shade was discussed for the event lawn space. However, no shade structures were included in the final construction documents.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

Funds in the FY 2025-2026 budget for the CRRC include credits and unused contingency, which will be utilized for this ASR 04.

ATTACHMENTS:

1. TSK - ASR 04
2. Attachment A - ASR 04 - Shade Structure Schematic Design

ADDITIONAL SERVICE REQUEST 04

**TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE CITY OF FERNLEY AND TSK ARCHITECTS**

This Additional Service Request 04 to the Contract for Independent Contractor between the City of Fernley and TSK Architects. is entered into this _____ day of _____, 2025, by and between The City of Fernley ("City"), and TSK Architects.; also referred to as "The Parties."

On October 20, 2021, the City of Fernley and TSK Architects entered into a Contract for services related to the Community Response and Resource Center. On January 17, 2024, the Parties entered into Amendment Number 1. On July 2, 2025, the Parties entered into Additional Service Request 03. The parties hereby wish to

- 1.) Amend the Scope of Work to reflect the Scope and Tasks as described in Attachment A, with approved additional Project funding, not to exceed \$9,800.00.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Additional Service Request 04, shall remain in full force and effect.

Each signatory for the Parties below has read the Additional Service Request 04, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED _____

TSK Architects

DATED: _____

Neal McIntyre
Mayor, City of Fernley

Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Aaron Mouritsen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley

ATTACHMENT A



a MOREgroup brand

ADDITIONAL SERVICE REQUEST

Date: July 9, 2025

Project: B1278-02-01

ASR Number: 04

Return via Email to: Jason Andoscia, AIA – Managing Principal

Email Address: jason.andoscia@tska.com

To: Lydia Altick, AICP
Deputy City Manager
City of Fernley
595 Silver Lace Blvd.
Fernley, Nevada 89408

In accordance with the Contract Dated:

October 20, 2021

Between the Owner:

City of Fernley

And Tate Snyder Kimsey Architects, Ltd, For
The Project:

Community Response and Resource Center

Authorization Is Requested

☒ X

To Proceed with **Additional Services** or a **Change in Services**.

☐

To Incur **Additional Reimbursable Expenses**.

As Follows:

The scope of work is for two phases of design services for shade canopies that will be placed to provide shading on the proposed event lawn immediately adjacent to the northwest of the Community Response and Resource Center building.

The initial conceptual design services phase includes up to three conceptual shade structure options with solar studies. Conceptual renderings will be used to convey design ideas. The conceptual design will indicate form and materiality, and all options presented will be within a conceptual budget of \$100,000 with a construction cost estimate indicating such. The scope of work includes coordination with the client and addressing one round of client comments.

The second phase for schematic design services is to develop one chosen concept with additional information regarding materiality, detailing, and dimensions. This package can be used by the client as bridging documents for a design build team to both fabricate and install the canopies and required foundation.

Excluded from the scope of services: structural and electrical engineering, permit drawings, lighting design, fire life safety design, additional construction administration services beyond base contract, soils report, survey and civil engineering, and any scope of work not explicitly stated above as included.

Additional Services Summary:

Architectural Conceptual Design	\$	6,200
Architectural Schematic Design	\$	3,600
Total:	\$	9,800

The fee amounts noted exclude all reimbursable expenses; we anticipate an increase of \$0.

Exhibit A: OCMI Construction Cost Estimate Proposal

The Following Adjustments Shall Be Made to Compensation And Time

Total Compensation: \$9,800 lump sum fee

Time: Will not impact the substantial completion date for the CRRC building

Submitted By

Agreed

Signature

Signature

Jason Andoscia, AIA – Managing Principal

Name & Title

Printed Name & Title

July 9, 2025

Date

Date



07 July 2025

Jason Andoscia, AIA, NCARB
TSK Architects
314 S Water St,
Henderson, NV 89015

Regarding: City of Fernley Community Response and Resource Center Shade Canopies
(Partially Cover Approximately 13,000 SF of Lawn Area)
Cost Estimating Services

Dear Mr. Andoscia:

OCMI, Inc. is pleased to transmit this proposal to provide cost estimating services. Our fee proposal is based upon the details provided though email on and after 07 July 2025.

Description	Lump Sum
Conceptual Cost Estimate, 3 Design Options	\$2,200
Total	\$2,200

Optional Services	Lump Sum
Supplementary Cost Estimating Scope (Value Engineering, Market Update, Etc.), Not to Exceed 8 Hours	\$1,500

The following scope are excluded:

- Revisions, major or subsequent by means of design change
- Revisions 120 calendar days past the original cost estimate publish date
- Revisions exceeding 1 hour
- Value engineering
- Contractor reconciliation
- Market update
- Site visits
- Design meetings
- Owner presentations and meetings
- Owner workbooks
- Design options beyond what is described above
- Alternates and breakouts
- Bid, phasing and life cycle cost analysis
- Soft cost
- Scheduling scope



2470 St. Rose Parkway
Suite 209
Henderson, NV 89074

702.896.6926 t
ocmi.com

The fee proposal is based on one deliverable per design phase indicated.
The fee proposal is valid for up to 120 days from the date of issuance.

Thanks again for contacting OCMI. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Marielle Lugay'.

Marielle Lugay
Regional Cost Manager

Client accepts this fee proposal,
and OCMI is authorized to
proceed with the work.

Signature

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

GL 100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to adopt an Interlocal Agreement with Carson City Regional Transportation Commission to complete a Safe Routes to School Planning Study.

AGENDA ITEM BRIEF:

The purpose of the Interlocal Agreement is to set the terms for the City and Carson City Regional Transportation Committee (RTC) to utilize the Safe Routes to Schools (SRTS) Program to complete a SRTS Action Plan for five schools in the City. The local match for the PLAN shall not exceed five thousand and 00/100 dollars (\$5,000.00), unless City's project manager authorizes a higher not-to-exceed amount, in writing, to RTC's project manager.

RECOMMENDED MOTION:

I move to approve an Interlocal Agreement between the City of Fernley and the Carson City Regional Transportation Commission regarding the Safe Routes to School Program to better plan for and fund projects to install improvements.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may choose not to enter into an Interlocal Agreement with Carson City RTC for inclusion in the Safe Routes to Schools Program.

BACKGROUND:

On June 12, 2024, the RTC approved an agreement with Nevada Department of Transportation (NDOT) for the Western Nevada SRTS Program to: 1) enable and encourage children, including those with disabilities, to walk and bicycle to school; 2) make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and 3) facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

The Federal Highway Administration Office of Safety has been funded to carry out an SRTS Program for the benefit of children in primary, middle, and high schools through 23 U.S.C. § 402.

RTC and Carson City manage the Western Nevada SRTS Program and associated activities within Carson City, Douglas County, Lyon County, and Storey County.

City staff was approached by Carson City Public Works Transportation Planner, who is also the Western Nevada SRTS Coordinator earlier this year to participate in the SRTS Program. City staff believe that this is a valuable program as it will identify specific safety issues for each school and prioritize short and long-term recommendations for infrastructure improvements. The SRTS Program will develop GIS Improvement maps for each school studied and within a two-mile radius. Maps will include existing school campus travel patterns, crossing guard locations, existing sidewalk, trail, multi-use paths and other bike paths, bicycle and pedestrian traffic patterns, and high pedestrian/bicycle crash locations.

The Carson City Public Works Department's Transportation Division staff will provide project management for the SRTS Program and will work closely with the City's project manager.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

23 U.S.C § 402

NRS 277.180

FINANCIAL IMPLICATIONS:

Funding will come from the City's General Fund.

ATTACHMENTS:

1. City of Fernley - SRTS Action Plan Cooperative Agreement_2025.7.25

INTERLOCAL AGREEMENT FOR SAFE ROUTES TO SCHOOL PLANNING STUDY

This AGREEMENT is dated this _____ day of _____, 2025, by and between CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter "CITY"), and the CARSON CITY REGIONAL TRANSPORTATION COMMISSION, a political subdivision of the State of Nevada (hereinafter "RTC"). CITY and RTC may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Parties are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, 23 U.S.C. § 402 provides the Federal Highway Administration Office of Safety funds for the establishment and carrying out of a Safe Routes to School Program ("SRTS Program") for the benefit of children in primary, middle, and high schools; and

WHEREAS, RTC, at its June 12, 2024, meeting, approved an agreement with the Nevada Department of Transportation ("NDOT") concerning funding and oversight for a Western Nevada SRTS Program ("NDOT Agreement") through 23 U.S.C. § 402, to (1) enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, projects covered by the SRTS Program and NDOT Agreement currently require a five percent (5%) local match; and

WHEREAS, RTC and Carson City manage the Western Nevada SRTS Program and associated activities within Carson City, Douglas County, Lyon County, and Storey County; and

WHEREAS, the purpose of this Agreement is to set the terms for CITY and RTC to utilize the SRTS Program to complete a Safe Routes to School Action Plan ("PLAN") for five (5) schools in the CITY, as described by the scope of work attached hereto as

Attachment “A”, and to manage PLAN development and completion through the procurement of professional services; and

WHEREAS, this Agreement will further the goals of the SRTS Program and benefit the CITY and the people of the State of Nevada;

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

Section 1. Term of Agreement: This Agreement is effective on the date that the last authorized signature is affixed hereto and will terminate on September 30, 2026, unless terminated earlier in accordance with Section 2 of this Agreement.

Section 2. Early Termination: Either Party may terminate this Agreement with or without cause by providing not less than 30 days’ written notice to the other Party.

Section 3. Responsibilities of RTC: RTC agrees to provide the following services relating to the PLAN:

- A. Provide project management for the PLAN through staff from the Transportation Division of the Carson City Public Works Department.
- B. Issue a Request for Qualifications (“RFQ”) to procure consultant support for PLAN development (“Consultant”).
- C. Select and contract with Consultant for PLAN development.
- D. Provide monthly updates to CITY’s project manager regarding PLAN development.
- E. To be responsible for all costs associated with the PLAN, except (1) any costs that will not be reimbursed through the SRTS Program and NDOT Agreement, and (2) any local match owed under the SRTS Program and NDOT Agreement.
- F. Provide the completed PLAN to CITY prior to termination of this Agreement.
- G. Provide NDOT with budget tracking, invoicing, and reimbursement information concerning the PLAN, as required by the NDOT Agreement.
- H. Ensure all terms and conditions associated with the NDOT Agreement are met.

Section 4. Responsibilities of CITY: CITY agrees to perform the following:

- A. Select a project manager for CITY to serve as the CITY representative to collaborate with the Consultant and RTC's project manager and to facilitate PLAN development.
- B. Participate in all PLAN activities including but not limited to; project coordination meetings, data collection and distribution, school activities and outreach events, etc.
- C. Coordinate and lead any presentations to CITY boards and commissions.
- D. Provide assistance to Consultant and RTC related to development of the PLAN, including scheduling meetings, distribution of notifications, and general coordination with CITY entities and representatives including individual schools, the school district, boards and commissions, or other CITY offices, departments, and agents.
- E. Provide any necessary permits, access, or permission for Consultant and RTC staff to develop the PLAN.
- F. Reimburse RTC for any local match paid for the PLAN. The local match for the PLAN shall not exceed five thousand and 00/100 dollars (\$5,000.00), unless CITY's project manager authorizes a higher not-to-exceed amount, in writing, to RTC's project manager.
- G. Reimburse RTC for any costs expended for the PLAN that will not be, or were not, reimbursed through the NDOT Agreement and/or the SRTS Program.
- H. Any projects identified in the completed PLAN that CITY opts to implement will be implemented without further assistance from RTC.

Section 5. Supervision of Services: Subject to CITY's input, RTC will supervise Consultant. Any contract with Consultant will set a not-to-exceed amount to develop the PLAN. RTC will not authorize Consultant to exceed that amount without written authorization from CITY's project manager.

Section 6. Billing and Payment: RTC, or Carson City on behalf of RTC, shall bill CITY quarterly for services and expenses in accordance with this Agreement. Payments by CITY are due within 45 days of the date of billing.

Section 7. Notices: All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, by telephonic facsimile 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 RTC:

Christopher Martinovich, PE
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

FOR CITY:

Lydia Altick, AICP
Deputy City Manager
595 Silver Lace Blvd.
Fernley, Nevada 89408
Tel: (775) 784-9869

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Section 8. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and as such is intended as the 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 must 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 is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

Section 9. Limited Liability; Indemnification: CITY shall indemnify and hold harmless RTC, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of CITY's officers, agents, and employees. RTC shall indemnify and hold harmless CITY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of RTC's officers, agents, and employees. CITY and RTC do not waive and intend to assert any and all available NRS chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

Section 10. Severability: If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of that provision will not be held to render any other provision or provisions of this Agreement unenforceable.

Section 11. Nevada Law; Jurisdiction: The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, either the First or Ninth Judicial District Court of the State of Nevada, depending on which venue is more appropriate given the facts and circumstances underlying any particular dispute.

Section 12. Ownership of Property: All or any property presently owned by either Party will remain in such possession upon termination of this Agreement, and there will be no transfer of property or ownership interest between the Parties during the course of this Agreement.

Section 13. No Third-Party Beneficiary: It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 14. Records: Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

Section 15. Public Records; Confidentiality: Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

Section 16. Separate Entities: The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and continues be a public agency separate and distinct from the other Party and, except as otherwise specifically provided herein, has the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

Section 17. Assignment: Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

Section 18. Authority to Sign: The Parties hereto represent and warrant that the person executing this Agreement on behalf of its respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

Section 19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

Section 20. Breach: Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' fees and costs. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

Section 21. Force Majeure: Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2025.

CARSON CITY REGIONAL
TRANSPORTATION COMMISSION

CITY OF FERNLEY, NEVADA
City Council

By: _____
Transportation Manager

By: _____
Neal E. McIntyre, Mayor

Attest:

Clerk-Recorder

CITY Clerk-Recorder

Approved as to Legality and Form:

Approved as to Legality and Form:

RTC Deputy District Attorney

CITY Attorney or Designee



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Maria Paz Fernandez, City Engineer

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a contract with Shaw Engineering for on-call engineering services.

AGENDA ITEM BRIEF:

Staff is seeking approval to renew a contract for on-call engineering services with Shaw Engineering. The engineering department does not have adequate staff or resources to address the needs of the increase in development that has occurred over the last four years. The cost of the on-call services will be passed through to the project applicant.

RECOMMENDED MOTION:

"I move to approve of a contract with Shaw Engineering for on-call engineering services."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not renew the contract and continue providing the services in house. Although, the water and sewer modeling services would require a contract with an engineering firm since the City does not have the software required to perform the work. In the event that Council does not approve the contract, staff would recommend that Council direct staff to come back with a revised contract and fee structure for water and sewer modeling services only.

BACKGROUND:

Background and Recommendation for Renewal of On-Call Engineering Services Contract with Shaw Engineering

The City of Fernley has budgeted for on-call engineering services to support ongoing development activity and internal project needs. The proposed contract renewal would allow the Engineering Department to utilize the services of a qualified engineering firm to provide a range of on-call services, including entitlement and construction permitting review, and water and sewer system modeling.

Funding Structure

The cost of services related to development projects would be borne by the applicants and will require an adjustment to the City's development fee structure to reflect the actual cost of consultant support. Any engineering services not related to development would be funded through the Engineering Department's Professional Services budget. All work performed under this contract would be scoped and directed by the City Engineer.

History of Consultant Selection and Use

Since 2019, Shaw Engineering has been awarded this contract and renewed every fiscal year since then. The current contract expired on June 30, 2025. Staff is recommending that the City renew the contract with Shaw Engineering.

Shaw Engineering has been providing review and modeling services for the City for several years and has demonstrated a high level of performance and familiarity with City standards.

Justification for Contract Renewal

The City of Fernley has experienced a substantial increase in development over the past several years. This growth requires extensive review and coordination by the Engineering Department. However, current staffing levels are insufficient to keep pace with the demand, resulting in increased permit review times and delayed responses to both external developers and internal departments.

The Engineering Department currently consists of six full-time positions and one part-time position:

- Full-Time: (1) City Engineer, (1) Senior Project Manager (VACANT), (2) Project Managers, (1) Associate Engineer (VACANT), (1) Administrative Specialist II (VACANT)
- Part-Time: (1) GIS Technician

In addition to processing permits and coordinate public improvement inspections, the Engineering Department manages the City's Capital Improvement Program (CIP), maintains the City's Geographic Information System (GIS) data, and supports several high-priority initiatives. These include developing a formal asset management program, streamlining permitting processes, assisting with the RAISE Grant CMAR process and document preparation, and optimizing limited budgets to implement preventive maintenance pavement projects. These maintenance efforts aim to preserve the condition of existing roadways and extend their service life until a dedicated budget can be established next fiscal year to support a formal, ongoing Pavement Management Program. This approach will help ensure the continued efficiency and longevity of roadways constructed through the CIP.

Historical Context

Historically, the City contracted out nearly all engineering services. In 2009, the City Engineer position was created. Initially, the role was combined with Public Works Director, but in 2014, a standalone City Engineer position was established, and the Engineering Division was formally separated from Public Works.

The City began using a consultant for water and sewer modeling services related to development projects several years ago and reintroduced consultant support for quality assurance inspections in 2017.

Conclusion

Given the City's continued growth and the Engineering Department's limited capacity, renewing the contract with Shaw Engineering will provide critical support for permitting and modeling services. Shaw's familiarity with the City's standards and history of reliable performance makes them a valuable resource as Fernley continues to grow.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The City is bound by its own ordinances and codes to supply certain services to new development. In addition to those there are multiple Nevada Revised Statutes and Nevada Administrative Code requirements that the City as a municipality and as a utility provider are bound to uphold and/or provide.

The selection of the engineer followed the requirements of Nevada Revised Statutes Chapter 625.

FINANCIAL IMPLICATIONS:

The cost of utilizing a consultant for engineering services is not inconsequential. The City has increased its development fees in order to cover the cost of the services. The additional costs are paid by the owner or developer of the project and not the City of Fernley.

Additional engineering services requested by the City that are not in connection with a proposed development will be paid out of the engineering department budget.

ATTACHMENTS:

1. 2025.07.00 FY25-26 Shaw Engineering Engineering Review Contract
2. CoF - Permit Reviews Proposal-Shaw -July 2025 Renewal-

CONTRACT

A Contract For On Call Engineering Review Services

A Contract Between
City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

and

Shaw Engineering
20 Vine Street
Reno, NV 89503

WHEREAS, Nevada Revised Statutes (“NRS”) chapter 266 authorizes the City of Fernley, Nevada (the “City”) to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the services of Shaw Engineering, (the “Contractor”) are both necessary and in the best interests of the City; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this “Contract”) is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. “City” means City of Fernley, County of Lyon, State of Nevada.
- b. “Independent Contractor” means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2025, to the 30th day of June, 2026, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile 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 specified above.

CONTRACT

A Contract For On Call Engineering Review Services

Notice for the City shall be sent to:

City of Fernley
Engineering Department
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

Shaw Engineering
Cody Black
20 Vine Street
Reno, NV 89503

5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in Attachment A.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT B: N/A
ATTACHMENT C: N/A

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation,

CONTRACT

A Contract For On Call Engineering Review Services

relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

CONTRACT

A Contract For On Call Engineering Review Services

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.

12. ATTORNEYS' FEES, COSTS, AND EXPENSES. Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

13. LIMITED LIABILITY. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the

CONTRACT

A Contract For On Call Engineering Review Services

Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

14. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

15. INDEMNIFICATION.

A. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

B. The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Contractor's obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other

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party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

17. INSURANCE Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the City, and
- b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- 1) Final acceptance by the City of the completion of this Contract;
or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract.

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City

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and immediately replace such insurance or bond with an insurer meeting the requirements.



Workers' Compensation and Employer's Liability Insurance:

INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the City to make payment under this Contract, to provide the City with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to commencing any work under this Contract, to complete and to provide the following written request to the qualified insurer:

Shaw Engineering has entered into a contract with Owner to perform work from 7/1/25 to 6/30/26 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of this Contract, Contractor agrees that the City may, at any time the coverage is not maintained by Contractor, order Contractor stop work, suspend this Contract, or terminate this Contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- 1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
- 2) Contractor is otherwise in compliance with those terms, conditions and provisions.



Commercial General Liability Insurance:

- 1) Minimum Limits required:

<u>\$1,000,000</u>	General Aggregate
<u>\$1,000,000</u>	Products & Completed Operations Aggregate
<u>\$1,000,000</u>	Personal and Advertising Injury
<u>\$1,000,000</u>	Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover

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liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

☐
COF☐
CTR

Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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COF☐
CTR

Professional Liability Insurance:

- 3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- 4) Retroactive date: Prior to commencement of the performance of this Contract
- 5) Discovery period: Three (3) years after the termination date of this Contract.
- 6) A certified copy of this policy may be required.

☐
COF☐
CTR

Umbrella or Excess Liability Insurance:

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

☐
COF☐
CTR

Commercial Crime Insurance:

- 1) Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty
- 2) This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

☐
COF☐
CTR

Performance Security:

- 1) Amount required: **\$ 0**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, **The City of Fernley, its officers, employees and immune contractors** shall be named as additional insureds for all liability arising from this Contract.
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance: Prior to the start of any work, Contractor must provide the following documents to the City:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
- 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall

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relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

18. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

19. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Contract 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 default or breach.

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

22. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this

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Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

23. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any

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purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Any federal, state, county or local agency, legislature, commission, counsel or board;

Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. GENERAL WARRANTY: Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; VENUE. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

29. INTEGRATED AGREEMENT. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

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30. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

31. ADVICE OF COUNSEL. Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

32. MODIFICATION; NO WAIVER. The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

33. INTERPRETATION OF AGREEMENT. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

34. COOPERATION OF PARTIES. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

35. NON-DISCRIMINATION. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment,

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

36. ACKNOWLEDGMENT AND EXECUTION. In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY MANAGER

City of Fernley

Telephone: 775-784-9900

City Manager

DATED: _____.

CITY ATTORNEY

City of Fernley

Aaron Mouritsen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

I have reviewed this Contract and approve as to its legal form.

AARON MOURITSEN, City Attorney

DATED: _____.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Engineering Department

MARIA PAZ FERNANDEZ, City Engineer

DATED: _____.

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CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of August 6,
2025, approved the acceptance of this Contract. Further, the City Council authorizes
the Mayor of Fernley, Nevada to set his hand to this document and record his signature
for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED: _____.

ATTEST:

KIM SWANSON, CITY CLERK

DATED: _____.

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_____, being first duly sworn, deposes and says: That _____ is the Contractor; that _____ has read the foregoing Contract; and that _____ understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

E-mail Address: _____

(Signature of Contractor)

DATED: _____.

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ATTACHMENT A



July 21, 2025

Maria Paz Fernandez, P.E., M.S., MBA
City Engineer
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

**Re: Proposal for Engineering Services
 Development Reviews and On-Call Engineering Support – 2025 Renewal**

Shaw Engineering (Shaw) is pleased to submit an engineering services proposal for development reviews and various on-call engineering support for the City of Fernley. We envision completion of the below scope of work will include costs to the City which are both recoverable and non-recoverable. In order to delineate the fees we will refer to recoverable costs as "Task Order Authorizations" (TOAs) and non-recoverable costs as "On-Call" services. The general scope of the service requested by the City and offered within this proposal include:

Task 1.0 Development Reviews - TOAs

This task will cover full consultant engineering support to assist the City in performing consistent thorough reviews of development projects within the City. Completion of the development reviews will allow the City to increase their review capacity and provide the development community with additional city resources for review support as well as consistent review timelines. Through this task Shaw will coordinate, meet and provide review of development projects submitted to the City. The table below has been developed based on the City Engineering Division's breakdown of permits and support requested. The table includes the reviewing party responsible for each type of permit (City, Shaw or both). Assignment of each of the below permit reviews will be at the discretion and direction of City Staff. In order to simplify many permit fees, lump sum review amounts have been established for many of the permits. For permits with potential large variations in review time/costs, time and materials (T&M) fees will be authorized with a TOA and a set not to exceed (NTE) amount will be coordinated between Shaw and the City on a project by project basis. Review time for all standard applications will be 30 - 45 days for initial reviews and 15 to 30 days for resubmittals.

Permit Type		Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
<u>Planning Fees</u>			
	Annexation	City	n/a
	Administrative Review	Shaw	\$900.00
	Planned Development	Both	T&M
	Pre-Conference Feasibility	Both	\$470.00

Permit Type		Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
	Special Use Permit	Shaw	\$900.00
	Variance	City	n/a
<u>Land Division/Mapping Fees</u>			
	Abandonment	City	n/a
	Amended Map	Both	T&M
	Boundary Line Adjustment	Shaw or City	\$200.00
	Division of Land into Large Parcels, Final	Shaw	\$300.00
	Division of Land into Large Parcels, Tentative	Shaw	\$500.00
	Parcel Map, Final (no improvement plans review)	Shaw	\$500.00
	Parcel Map, Tentative	Shaw	\$800.00 + \$200/lot
	Reversion to Acreage	Shaw	\$900.00
	Roadway Dedication	City	n/a
	Subdivision Map, Tentative	Shaw	
	5-99 lots	Shaw	\$3,500.00
	100-299 lots	Shaw	\$5,500.00
	300+ lots	Shaw	\$6,500.00
	Subdivision Map, Final (no improvement plans review)	Shaw	\$350.00
	Final Improvement Plans Review (1 to 40 sheets)	Shaw	\$2,500.00 + \$100/lot
	Final Improvement Plans Review (> 40 sheets)	Shaw	\$5,500.00 + \$100/lot
	Industrial Discharge Permit – New Permit	Shaw	T&M
	Industrial Discharge Permit – Permit Renewal	City	n/a
<u>Grading Permit Engineering Review Fees</u>			
	50 cubic yards or less	n/a	
	51 to 100 cubic yards	Shaw	\$400.00
	101 to 1,000 cubic yards	Shaw	\$800.00
	1,001 to 10,000 cubic yards	Shaw	\$1,500.00
	10,001 to 100,000 cubic yards	Shaw	\$2,000.00
	100,001 to 200,000 cubic yards	Shaw	\$3,000.00
	200,001 or more cubic yards	Shaw	\$4,500.00
<u>Multi-Family Civil Improvement Fees (Onsite Plan Review)</u>			
	Less than or equal to 1.99 acres	Shaw	\$3,000.00
	2-14.99 acres	Shaw	\$6,000.00
	15+ acres	Shaw	\$7,500.00
<u>Commercial and Industrial Civil Improvement Fees (Onsite and Offsite Plan Review)</u>			

Permit Type		Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
	Less than or equal to 0.99 acres	Shaw	\$2,500.00
	Greater than or equal to 1 acre	Shaw	\$4,500.00
<u>Public Improvement Permits (PIP)</u>			
	Plan Review (1 to 40 sheets)	Shaw	\$2,500.00
	Plan Review (>40 sheets)	Shaw	\$5,500.00
<u>Encroachment Permit Fees</u>			
	Encroachment Permit Fee	Shaw	\$300.00
Tenant Improvement Plan Review		Shaw	\$300.00
ERC Calculation Sheet Review and Processing Fee		Shaw	\$300.00
<u>Water and Sewer Modeling</u>			
	Water Pressure/Flow Check	Shaw	\$200/hr
	Water Discovery/Preliminary Modeling	Shaw	\$1,000.00
	Sewer Discovery/Prelim Modeling	Shaw	\$1,000.00
	Water Modeling w/ NAC report and BSDW submittal (main extensions only)(includes NDEP App Fee)	Shaw	\$5,000.00
	Water Modeling w/ NAC model results summary and BSDW submittal (NO main extensions) (includes NDEP App Fee)	Shaw	\$2,300.00
	Sewer main extension with modeling and BWPC submittal	Shaw	\$1,100.00
	Water or Sewer System Special Projects (booster station, tanks, pressure regulation stations, lift stations, interceptor extension, etc.)	Shaw	T&M
Miscellaneous Engineering/Planning Time		Both	\$200/hr
Reimbursement Agreement		Shaw	T&M
<u>Construction Support/Inspections</u>			
	Pre-construction Meeting	Shaw	\$470.00
	Review of changes to approved plans, support City inspector during his/her oversight of construction, conduct closeout punch list inspection, review developer submitted asbuilts, coordinate with City staff for warranty and infrastructure acceptance items and warranty walk-throughs	Shaw	T&M

All fees above are estimated to be recoverable by the City through collecting permit fees. Time and materials items will require coordination with the developer. The total contracted fees to Shaw for work under Task 1.0 will vary depending on the number and type of development reviews provided.

Task 2.0 General Development Services Support – On-Call

This task will include providing general engineering support for overall process and coordination of City development standards. Work under this task will cover support in updates to the development code, updating the public works design standards, updating permits/applications, planning commission meetings, city council meetings, public workshops/meetings, requested coordination with other state, federal or local governmental agencies and general coordination with staff regarding process for development. General support to City staff for fielding development or citizen requests for information including permit requirements, submittal process and floodplain questions will be covered. This task will also include support by Shaw for projects which may require preliminary support in advance of any permit application/submittal. Services under this task will be provided at the direction of the City Engineer. Larger assignments, such as complete updates to the design standards may require a separate contract/authorization. Total authorizations under this task are limited to \$25,000 for the term of this agreement.

Task 3.0 Water and Sewer Modeling and City Infrastructure Support – On-Call

On-call general engineering support for City owned infrastructure will be provided under this task. This task will provide the City with general support for reviewing water and sewer infrastructure, reviewing water or sewer hydraulic models, general support for streets and storm drain infrastructure and other general engineering and special services which cannot be fully described at this time. An initial budget of \$10,000 will be established for support under this task. Work under this task will be at the direction of the City Engineer. Larger scopes of work such as water or sewer master plan updates may require a separate contract/authorization.

Our services will be invoiced monthly based on time and materials for on-call services and based on lump sum fees as identified above for certain TOA services. A copy of our 2025 fee schedule is attached and will be the basis for the on-call services requested. On-call tasks as well as each TOA for development reviews will be tracked by Shaw with a unique project number.

We appreciate the opportunity to provide these services, help augment City staff and improve the overall development process within the City of Fernley. If you have any questions please call.

Sincerely,

SHAW ENGINEERING



Cody Black, PE
Senior Principal
cody@shawengineering.com



Owen Wurgler, EI, Msc.
Project Manager
owen@shawengineering.com

2025 FEE SCHEDULE

PROFESSIONAL

Senior Principal	\$215.00/hr
Principal	\$200.00/hr
Project Manager	\$170.00/hr
Senior Engineer	\$160.00/hr
Professional Engineer II	\$150.00/hr
Professional Engineer I	\$140.00/hr
Staff Engineer II	\$120.00/hr
Staff Engineer I	\$110.00/hr
Expert Testimony	
Consultations	\$250.00/hr
Reports/Preparations	\$500.00/hr
Trial/Depositions	\$750.00/hr (4 hr.Min.)

TECHNICAL

Engineering Technician	\$ 100.00/hr
Project Coordinator	\$ 100.00/hr
Drafting/Technician II	\$ 95.00/hr
Drafting/Technician I	\$ 85.00/hr
Construction Inspector II	\$ 110.00/hr
Construction Inspector I	\$ 100.00/hr

ADMINISTRATIVE

Office Administrator	\$ 95.00/hr
Administrative Assistant II	\$ 75.00/hr
Administrative Assistant I	\$ 70.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.85/mile
Per Diem	\$150.00/day
Expenses	At Cost

The cost for office equipment, office supplies, hardware and software utilized during a Project is included in the fee schedule. Per Diem applies to Construction Inspectors that are required to spend one night or more on the Project.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-320-200

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a contract for building department plan review services with B.C.S (Building Code Solutions)

AGENDA ITEM BRIEF:

Staff is seeking approval to enter into a contract with Building Code Solutions (BCS) to help facilitate the review of some of the larger projects that are submitted. The Building Department is currently down two Building Inspector positions.

RECOMMENDED MOTION:

"I move to approve the contract with Building Code Solutions for building plan review services."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to enter into a contract with Building Code Solutions, in which the plan review services would remain in-house. This could impact review times for developers, contractors and home-owners.

BACKGROUND:

In addition to reviewing plans, the Building Department is responsible for permit intake, inspections of construction projects, attending meetings and all code enforcement duties. In the past three years, the Building Department has not outsourced any of its duties. This is a temporary solution until the Building Department is fully staffed, and new staff have been trained.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The City is bound by its own ordinances and codes to supply certain services to new development. In addition to those there are multiple Nevada Revised Statutes and Nevada Administrative Code requirements that the City as a municipality and as a utility provider are bound to uphold and/or provide.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. BCS Plan Review Agreement_Fernley
2. 3RD PARTY PLAN REVIEW SERVICES-

Plan Review Services Agreement

This Agreement is made and entered into as of the ____ day of _____, 2025, by the City of Fernley, Nevada ("Jurisdiction") and Building Code Solutions, Inc. (BCS) ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

- 1. SCOPE OF SERVICES:** Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A", Scope of Services, attached hereto and incorporated by this reference, subject to the direction of the Jurisdiction.
- 2. TIME OF PERFORMANCE:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
- 3. COMPENSATION:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit "B", Schedule of Fees, which is attached hereto and incorporated by this reference.
- 4. METHOD OF PAYMENT:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff.
- 5. CREDIT CARD PAYMENT FEE:** For all payments made by credit card, a processing fee equal to **6% of the total invoice amount** will be added to the amount due. This fee covers the costs associated with credit card processing.
- 6. OWNERSHIP OF DOCUMENTS:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of

Plan Review Services Agreement *(cont.)*

implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Jurisdiction upon written request.

- 7. INDEPENDENT CONTRACTOR:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
- 8. INTEREST OF CONSULTANT:** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
- 9. PROFESSIONAL ABILITY OF CONSULTANT:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 10. INDEMNITY:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.
- 11. INSURANCE:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - A. Workers' Compensation Coverage: Consultant shall maintain Workers' Compensation

Plan Review Services Agreement *(cont.)*

Insurance and Employer's Liability Insurance for his/her employees. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such a change.

- B. General Liability Coverage: Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and a two million (\$2,000,000) annual aggregate limit. The policy shall protect Jurisdiction, Consultant and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this Agreement.
- C. Automobile Liability Coverage: Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- D. Professional Liability Coverage: Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) on a claims-made annual aggregate basis.
- E. Certificates of Insurance and Endorsements: When requested, Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein.

12. COMPLIANCE WITH LAWS: Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. LICENSES: Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Jurisdiction business license if required.

14. CONTROLLING LAW VENUE: This Agreement and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this Agreement shall be

Plan Review Services Agreement *(cont.)*

held exclusively in a state court in the appropriate Jurisdiction.

15. WRITTEN NOTIFICATION: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction: City of Fernley
 Attn: Charity Birkel, Building Official
 595 Silver Lace Boulevard
 Fernley, Nevada 89408

If to Consultant: Building Code Solutions, Inc.
 11757 S. Sun Tea Way
 South Jordan, UT 84009

16. CONSULTANT'S BOOKS AND RECORDS:

- A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.
- B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection at Jurisdiction offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

17. ENTIRE AGREEMENT: This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

Plan Review Services Agreement *(cont.)*

- 18. AMENDMENTS:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.
- 19. WAIVER:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- 20. LITIGATION EXPENSES AND ATTORNEY'S FEES:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
- 21. EXECUTION:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 22. ASSIGNMENT and SUBCONTRACTING:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and subcontractor nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 23. TERMINATION:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

Plan Review Services Agreement *(cont.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Consultant:

Jurisdiction:

(Signature)

(Date)

(Signature)

(Date)

(Printed Name/Title)

(Printed Name/Title)

Attachments: Exhibits A & B

Plan Review Services Agreement *(cont.)*

EXHIBIT "A"

SCOPE OF WORK

1. GENERAL

- A. BCS shall possess and keep in force all licenses and certifications required to perform the services of this Agreement.

2. PLAN REVIEW SERVICES

- A. Person(s) overseeing, or completing plans examination services must possess and maintain certification as an International Code Council (ICC) Certified Building Plans Examiner.
- B. Person(s) overseeing, or completing structural plan review services must possess and maintain a professional engineering license, have a minimum of five (5) years of experience, and have an ICC Certified Building Plans Examiner certification.
- C. Person(s) performing Fire and Life Safety review services must possess and maintain a minimum qualification as a Licensed Fire Protection Engineer or an ICC Certified Fire Plans Examiner.
- D. Review and examine plans, designs and specifications of buildings and other structures and related mechanical building equipment (such as air conditioning systems, boilers, and elevators) as well as plumbing and electrical systems to determine compliance with the adopted code(s) as well as state and local amendments.
- E. Conduct pre-plan approval conferences with contractors, architects, and engineers to cover relevant code issues involved in the plan review process.
- F. Upon prior approval of Jurisdiction, BCS shall be authorized to discuss its findings and judgments with agents representing owners or developers of the project and to review alternative documents that are proposed by such agents to correct identified deficiencies.
- G. Initial plan reviews will be assigned a target completion date of ten (10) business days from the date the plans are received with follow-up reviews likewise targeted for completion within five (5) business days of receipt, unless otherwise coordinated with the jurisdiction.
- H. Expedited can also be provided at the request of the Jurisdiction, at an additional cost as noted within this Agreement. Expedited reviews will be assigned target completion dates of five (5) business days from the date the plans are received, with follow-up reviews also assigned a target completion date of five (5) business days, unless otherwise coordinated with the jurisdiction.
- I. Upon completion of the plan reviews, BCS shall submit a written report to the

Plan Review Services Agreement *(cont.)*

Jurisdiction disclosing all findings because of both the code review and plan review. If deficiencies are found to exist, BCS shall review responses, revised plans and supplemental calculations provided by the applicant as necessary to address the plan review comments. Once all deficiencies are resolved, BCS shall notify the Jurisdiction that proposals comply with applicable codes and recommendations.

- J. The Jurisdiction shall be the sole owner of all information, materials and documents produced under this Agreement. BCS shall not, without written approval by the Jurisdiction, disclose publicly said records.

Plan Review Services Agreement *(cont.)*

EXHIBIT "B"

SCHEDULE OF FEES

1. GENERAL FEE INFORMATION

- A. Duration: All plan review fixed fees and inspection half and full day rates listed herein are for the first two (2) years of the Agreement and must be reviewed annually thereafter. Changes in fees must be mutually agreed upon. Changes to Exhibit "B" shall be done as an addendum to the original agreement while all other portions of the original agreement shall remain in place.
- B. Invoicing: Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of the invoice issuance.

2. PLAN REVIEW SERVICES

- A. Basic Fees: Fees shall be assessed as sixty-five percent (65%) of the plan review fee collected by the Jurisdiction. This "fixed fee" plan review fee covers a first, second, and quick third review (for approval purposes only).
- B. Minimum Fee: All plan reviews performed by BCS, regardless of the plan review fee collected by the Jurisdiction, will incur a minimum fee of \$500.
- C. Other Fees: In addition to the Basic Fees described above, time and materials methods using the "Table of Billing Rates" will be used for determining fees for the following types of services:
 - 1) Fees for problem plan checks which require more than a quick third check to approve the project, when mutually agreed upon between the Jurisdiction and Consultant, will be based on the hourly rates noted in "Table of Billing Rates".
 - 2) For each review the Jurisdiction must indicate if they desire a full plan review, or a structural only review. Fees will be based on the rates noted in the "Table of Billing Rates."
 - 3) If the Jurisdiction does not desire a full plan review but would like assistance with specialty reviews related to a specific discipline (e.g. mechanical, plumbing, electrical, energy, etc.) these reviews will be billed as noted in the "Table of Billing Rates".
 - 4) IFC Fire and life safety plan reviews are not performed as part of the standard "Full Plan Review" fee collected as part of our plan review services. If desired, these reviews will be performed at the hourly rates noted in the "Table of Billing Rates".
- D. Expedited reviews, which are performed in half the time noted in Exhibit "A", will be

Plan Review Services Agreement *(cont.)*

billed at 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.

CLASSIFICATION	BILLING RATE
Full Plan Review ²	65% of Jurisdiction Plan Review Fee
Structural Only Review	40% of Jurisdiction Plan Review Fee
Specialty Reviews ³	10% of Jurisdiction Plan Review Fee <u>per Discipline.</u>
MISCELLANEOUS REVIEWS	HOURLY RATE
Plans Examiner	\$140.00/hour
Expedited Reviews	150% above noted fees
INSPECTIONS	BILLING RATE
Full Day Inspections	\$940.00/Day
Half Day Inspections	\$580.00/Day
MISCELLANEOUS CHARGES	
Mileage	Current IRS Rate
Reimbursable Expenses ¹	Actual cost

Footnotes

- 1) Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.
- 2) Includes structural, architectural, accessibility, mechanical, plumbing, electrical and energy review.
- 3) Disciplines limited to: mechanical, plumbing, electrical, energy, accessibility



**City of Fernley
Building Department**

Telephone: 775-784-9812

Building Permits
Building Plan Review
Construction Inspections
Disaster Assessment
Code Enforcement

BP25-396- Commercial Tenant Improvement: Example of Costs

Permit Fee	\$ 1925.51
Permit Processing Fee	\$ 30.00
Plan Check Fee (Building Department)	\$ 1251.58 (This is 65% of the permit fee)
Plan Check Fee (Planning Department)	\$ 770.20
Road Tax	\$ 1300.00
Technology Fee	\$ 25.00
Total:	\$ 5302.29
BCS 3 rd Party Review (Cost to the City)	\$ 813.53 (65% of the Plan Check Fee-Building Department) that was collected from developer or contractor

- No increase in cost for the applicant. (Contractor, Developer, or Owner-Builder).
- Small decrease in revenue for the City of Fernley based on how many permits they review.
- Temporary service to cover the staffing deficiencies.



Creating opportunities

Fernley Building Department

**595 Silver Lace Blvd., Fernley,
Nevada 89408**

Tel 775.784.9900

WWW.CITYOFFERNLEY.ORG



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) drone for the City of Fernley's Vector Control Department for an amount not to exceed \$65,000.

AGENDA ITEM BRIEF:

The City of Fernley's Vector Control Department is requesting the purchase of one (1) drone to be assigned to the department. The purchase will include drone payload systems which will be used to apply both liquid and granular mosquito-control products. If approved, the City will no longer need to utilize a helicopter application service for mosquito abatement.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) drone for the City of Fernley's Vector Control Department for an amount not to exceed \$65,000."

BUSINESS IMPACT (per NRS Chapter 237):

There are none.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Vector Control Department is requesting one (1) drone to be assigned to the department. The purchase will include drone payload systems which will be used to apply both liquid and granular mosquito-control products. If approved, the City will no longer need to utilize a helicopter application service for mosquito abatement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 528 - Vector Control Drone
2. City of Fernley Sales Quote PV UAS V2 - PV35X

PROJECT DETAIL SHEET

Project Title: Drone							
Department: Vector Control							
<u>Description and Justification:</u> The City of Fernley's Vector Control Department is requesting one (1) drone to be assigned to the department. The purchase will include drone payload systems which will be used to apply both liquid and granular mosquito-control products. If approved, the City will no longer need to utilize a helicopter application service for mosquito abatement.							
Relationship to Strategic Plan: Ensure municipal services meet the needs and expectations of the community.							
Relationship to Council Priorities: FY 25-26 Budget Priorities							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		\$65,000				
H. Other							
Total			\$65,000				
<u>Additional Notes:</u>							



524 Galveston St
West Sacramento, CA
95691
916-374-9900
July 18, 2025

Contact: Stacy Mathis
Customer: City of Fernley

Address:
City, State: Fernley, NV
Zip:

Item #	Quantity	Description	UOM	Unit Price	Total
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Unmanned Aircraft Systems

I513661	1	PrecisionVision 35X UAS	Ea	\$28,985.00	\$28,985.00
I513289	1	LEAT PV35X Ground Control Station	Ea	\$3,800.00	\$3,800.00
I513290	1	LEAT PV 35X Annual GCS Software License	Ea	\$1,700.00	\$1,700.00

Payload Systems

I513249	1	Granular Payload System (PV35X)	Ea	\$4,495.00	\$4,495.00
I513250	1	Liquid Payload System (PV35X)	Ea	\$1,995.00	\$1,995.00
I513251	1	Adulticide Payload System (PV35X)	Ea	\$3,995.00	\$3,995.00

Batteries & Chargers

I513287	2	LEAT PV 35X Battery Charger	Ea	\$1,542.50	\$3,085.00
I515233	6	LEAT PV 35X LIPO Battery 6S 16000 mAh	Set	\$1,495.00	\$8,970.00

Training

I513292	1	LEAT Certificate of Authorization Submission	Ea	\$1,995.00	\$1,995.00
I513291	1	LEAT Aerial Application Course	Ea	\$1,695.00	\$1,695.00

Subtotal \$60,715.00
Shipping FREE
Taxes
Misc
Balance

Special Notes and Instructions

This price list is valid for 2025. Free shipping on orders greater than \$700. The prices quoted do not include any sales tax. Sale tax will be added at time of invoicing.

**** Leading Edge will bill for travel related expense for Leadind Edge employees estimated at \$1,800.00****

Quote Prepared By:

Joe Camacho

Vector Specialist
Sales Representative

916-291-3173
joe.camacho@target-specialty.com



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) 4,000-gallon water truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$250,000.

AGENDA ITEM BRIEF:

The City of Fernley's Water Distribution Department is requesting to purchase one (1) 4,000-gallon water truck which will be utilized by City staff to repair and maintain the city's water delivery infrastructure.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) 4,000-gallon water truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$250,000."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Water Distribution Department is requesting to purchase one (1) 4,000-gallon water truck to be assigned to the department. If approved, this vehicle will be utilized by City staff to repair and maintain the city's water delivery infrastructure.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 510-165100 within the Water Enterprise Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 510 - Water Distribution 4K gal. Water Truck
2. Freightliner 4K gal. Sourcewell Quote #3224HD

PROJECT DETAIL SHEET

Project Title: 4,000-gallon Water Truck							
Department: Water Distribution							
<u>Description and Justification:</u> The City of Fernley's Water Distribution Department is requesting one (1) 4,000-gallon water truck to be assigned to the department. If approved, this vehicle will be utilized by City staff to repair and maintain the city's water delivery infrastructure.							
Relationship to Strategic Plan: Maintain public infrastructure and ensure municipal services meet the needs and expectations of the community.							
Relationship to Council Priorities: FY 2025/2026 Budget priorities.							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	Water Enterprise Fund		\$250,000				
H. Other							
Total			\$250,000				
<u>Additional Notes:</u> 							



CALL OUR OFFICE
(775) 331-2550

1550 South McCarran Blvd, Sparks Nv 89431

www.VelocityTruckCenters.com

Buyers Order

Deal#: DE-119117

Opp#: 2025-164342

Date: 12/15/2025

Contact: James Pescitelli - Mobile: 775-690-5401 - Email: JPESCITELLI@VVGTRUCK.COM

Bill To: 304135

CITY OF FERNLEY
575 SILVERLACE BOULEVARD
FERNLEY NV 89408
Phone: (775) 575-4535
khuhtala@CityofFernley.org

Ship To:

City of Fernley
575 Silverlace Boulevard
Fernley Nv 89408

Unit#:	Stock#:	New 2026 FREIGHTLINER M2106 PLUS	Price:	\$129,880.00
VIN: TBD			Color: White	
	4000 Gallon water tank system			\$53,400.00
To Be Delivered On or About: 12/15/2025			Unit Price:	\$183,280.00

Sub Total \$183,280.00

Admin Fee \$195.00

Doc Fee \$195.00

DMV Electronic Filing \$28.25

Total Vehicle Sale Price \$183,698.25

Net Total \$183,698.25

Lienholder: None...

2026 Freightliner M2106 PLUS includes 4000 gallon water tank system with dual front and rear spray nozzles.
Sourcewell Contract #032824, Quote ID#3224HD

*** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. ***

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.

ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF FERNLEY

(Purchaser's Name)

James Pescitelli

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

_____ (Purchaser's Initials)

4. **GRANT FUNDING AND CUSTOMER RESPONSIBILITY:** The customer acknowledges that any grants, incentives, or credits applied to offset the cost of the electric vehicle(s) are solely the customer's responsibility to secure. The customer is responsible for submitting any required documentation in a timely manner to facilitate the grant approval process. In the event that the anticipated grant, incentive, or credit amount is reduced, not approved, or revoked for any reason, including but not limited to failure to submit necessary documentation, the customer agrees to pay the full balance of the purchase price. Velocity Truck Centers assumes no liability for any grants, incentives, or credits, nor for the success or failure of the customer's grant application or approval process.

5. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

6. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

7. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

8. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

9. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

10. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

11. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X _____
(Signature)

Prepared for:
Kirk Huhtala
FERNLEY CITY OF
575 SILVERLACE BLVD

FERNLEY, NV 89408
Phone: (775) 575-4535

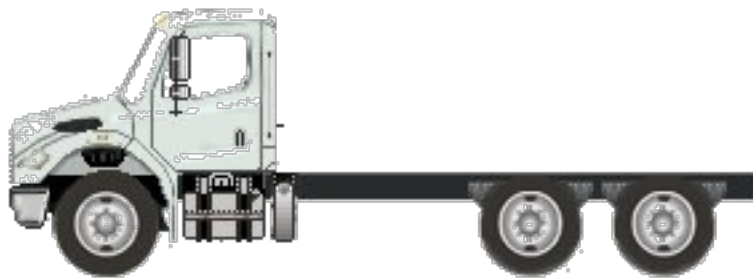
Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
1550 S MCCARRAN BLVD
SPARKS, NV 89431
Phone: 775-690-5401

A proposal for
FERNLEY CITY OF

Prepared by
VELOCITY TRUCK CENTERS
James Pescitelli

Jul 10, 2025

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 12.0.303
Data Version PRL-29M.047
VP8708



07/10/2025 3:04 PM

Page 1 of 16

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-29M	M2 PRL-29M (EFF:MY26 ORDERS)		
Data Version			
DRL-047	SPECPRO21 DATA RELEASE VER 047		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-226	2026 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
AF2-998	NONE		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs		
Truck Service			
AA3-003	TANK BODY		
AF3-2BT	VALEW		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-3BP	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM	640	30
Electronic Parameters			
79A-064	64 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-015	PTO MODE ENGINE RPM LIMIT - 2100 RPM		
79M-001	PTO ENGINE SPEED CONTROL DEACTIVATED BY SERVICE BRAKE LIGHTLY APPLIED (STATIONARY APPLICATIONS)		
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
79Q-017	PTO RPM WITH CRUISE RESUME SWITCH - 1500 RPM		
79S-008	PTO MODE CANCEL VEHICLE SPEED - 25 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
79X-005	PTO SPEED 1 SETTING - 900 RPM		
80P-998	NO FLEET SPEC FOR PARAMETERIZATION		
80G-004	PTO MINIMUM RPM - 900		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
80T-004	PTO 2, DASH SWITCH, ENGAGE WHILE DRIVING		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		

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Data Code	Description	Weight Front	Weight Rear
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-998	NO MUFFLER/TAILOPIPE SHIELD	-10	
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		

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Data Code	Description	Weight Front	Weight Rear
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-998	NO COOLANT FILTER	-10	
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-011	NEUTRAL AT STOP ENABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS	
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
536-012	TRW TAS-85 POWER STEERING	40

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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-005	18,000# FLAT LEAF FRONT SUSPENSION	290	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K3	MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
421-643	6.43 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
878-045	(1) INTERAXLE LOCK VALVE FOR TANDEM DRIVE AXLES		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-006	40,000# 4-SPRING FLAT LEAF REAR SUSPENSION		670
621-004	SPRING SUSPENSION - 1.50" AXLE SPACER		10

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Data Code	Description	Weight Front	Weight Rear
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		80

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
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Brake System

018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-015	AIR DRYER FRAME MOUNTED
460-001	STEEL AIR BRAKE RESERVOIRS
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-510	5100MM (201 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	170	110
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	150	370
552-054	2275MM (90 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-40	190
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 135.24 in		

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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 132.24 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 319.78 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 79.14 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 81.24 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
574-011	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		

Prepared for:
Kirk Huhtala
FERNLEY CITY OF
575 SILVERLACE BLVD

FERNLEY, NV 89408
Phone: (775) 575-4535

Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
1550 S MCCARRAN BLVD
SPARKS, NV 89431
Phone: 775-690-5401

Data Code	Description	Weight Front	Weight Rear
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-16N	BRIDGESTONE M863 315/80R22.5 20 PLY RADIAL FRONT TIRES	78	
094-2EA	BRIDGESTONE M799 11R22.5 16 PLY RADIAL REAR TIRES		88
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS		
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-027	(2) 12V DASH MOUNTED POWER OUTLETS		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		

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Data Code	Description	Weight Front	Weight Rear
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-003	KEY QUANTITY OF 3		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
740-998	NO MATTRESS	-20	-15
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-143	RUGGED CLOTH BLACK WITH GRAY DRIVER SEAT		
761-143	RUGGED CLOTH BLACK WITH GRAY PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-023	CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK

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Data Code	Description	Weight Front	Weight Rear
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
157-004	MANUAL REMOTE ENGINE STOP/START		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		

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Data Code	Description	Weight Front	Weight Rear
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
749-998	NO CB RADIO MOUNTING PROVISION		
75W-998	NO MULTIBAND ANTENNA		
78C-998	NO DIGITAL SATELLITE AUDIO RECEIVER ANTENNA		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

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Data Code	Description	Weight Front	Weight Rear
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR		

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY
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TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7737 lbs	7687 lbs	15424 lbs
Total Weight ⁺	7737 lbs	7687 lbs	15424 lbs

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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Valew Quality Truck Bodies

PO Box 310, Adelanto CA, 92301

P: 760-246-4878

F: 760-246-4088

<u>Model #</u>	<u>Capacity</u>	<u>Price</u>
4K-Install	4000 Gallons	\$53,400.00

Valew Tank Constructed from Steel with baffle system and Welded in Accordance with ASTM Welding Practices. Tank also includes a Steel Tube Manifold System and a Steel Sub frame with Reinforced Bracing. Tank capacities can be less than advertised.

INSTALLED KIT INCLUDES:

Approximately 4000 – Gallon Capacity

15' Steel Tank w/ baffles and horizontal brace

Baffle System

Frame mount centrifugal 3" x 4" pump

Hot Shift PTO

Air Controlled Spray heads

(2) Front Sprays

(2) Side Sprayers

(2) Rear Sprays

(1) 1 ½" hose outlet

(1) ¾ hose bib

Suction Plumbing

Push block with toolbox

Anti-siphon loading pipe

Equipped with over fill protection

Hose kit

Site Tubes on Front and Rear

Valew integrated hose reel in push block

Legal lights and mud flaps

New Primer and Painted White

Approximately an 126-132" CA is needed.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

Code Enforcement

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) 1/2-ton four-wheel drive pickup truck for the City of Fernley's Code Enforcement Department for an amount not to exceed \$65,000.

AGENDA ITEM BRIEF:

The City of Fernley's Code Enforcement Department is requesting to purchase one (1) ½-ton four-wheel drive pickup truck which will be utilized for field inspections to ensure compliance with local laws, ordinances, and regulations related to property maintenance, zoning, and public health and safety.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) 1/2-ton four-wheel drive pickup truck for the City of Fernley's Code Enforcement Department for an amount not to exceed \$65,000."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Code Enforcement Department is requesting one (1) ½-ton four-wheel drive pickup truck which will be utilized for field inspections to ensure compliance with local laws, ordinances, and regulations related to property maintenance, zoning, and public health and safety.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the Code Enforcement portion of the FY 25-26 Budget.

ATTACHMENTS:

1. Code Enforcement Truck
2. Chevy Silverado Crew Cab - WILD WEST CHEVROLET 2025-6

PROJECT DETAIL SHEET

Project Title: ½-ton Pickup Truck							
Department: Code Enforcement							
<u>Description and Justification:</u> The City of Fernley’s Code Enforcement Department is requesting one (1) ½-ton four-wheel drive pickup truck which will be utilized for field inspections to ensure compliance with local laws, ordinances, and regulations related to property maintenance, zoning, and public health and safety.							
Relationship to Strategic Plan: City of Fernley Fleet Management Program							
Relationship to Council Priorities: FY 2025/2026 Budget priorities.							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	Code Enforcement		\$65,000				
H. Other							
Total			\$65,000				
<u>Additional Notes:</u> 							

2025 CHEVROLET SILVERADO 1500 CREW CAB WT 4X4

EXTERIOR: WHITE INTERIOR: VINYL ENGINE: GAS TRANSMISSION: AUTO SEATS: 6
5.75' BED TOW PACKAGE

MSRP \$47,070

CITY OF FERNLEY
PRICE: **\$42,259.00**

DEALER &
STATE FEES: \$523.25

FINAL PRICE:
\$42,782.25



QUOTE COF2025.6 QUOTE IS FOR PRODUCT ORDER. FOR AVAILABILITY AND PRICING OF UNITS
ON THE GROUND PLEASE CONTACT JERRY BRYANT



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

Code Enforcement

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) mid-size SUV for the City of Fernley's Code Enforcement Department for an amount not to exceed \$65,000.

AGENDA ITEM BRIEF:

The City of Fernley's Code Enforcement Department is requesting to purchase one (1) mid-size SUV which will be utilized for field inspections to ensure compliance with local laws, ordinances, and regulations related to property maintenance, zoning, and public health and safety.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) mid-size SUV for the City of Fernley's Code Enforcement Department for an amount not to exceed \$65,000."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Code Enforcement Department is requesting to purchase one (1) mid-size SUV. If approved, this vehicle will be utilized for field inspections to ensure compliance with local laws, ordinances, and regulations related to property maintenance, zoning, and public health and safety.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the Code Enforcement portion of the FY 25-26 Budget.

ATTACHMENTS:

1. Code Enforcement Mid-size SUV
2. Chevy Traverse - WILD WEST CHEVROLET 2025-2

PROJECT DETAIL SHEET

Project Title: Mid-size SUV							
Department: Code Enforcement							
<u>Description and Justification:</u> The City of Fernley's Code Enforcement Department is requesting one (1) mid-size SUV which will be utilized for field inspections to ensure compliance with local laws, ordinances, and regulations related to property maintenance, zoning, and public health and safety.							
Relationship to Strategic Plan: City of Fernley Fleet Management Program							
Relationship to Council Priorities: FY 2025/2026 Budget priorities.							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	Code Enforcement		\$65,000				
H. Other							
Total			\$65,000				
<u>Additional Notes:</u>							

2025 CHEVROLET TRAVERSE 2LT AWD

EXTERIOR: WHITE INTERIOR: CLOTH ENGINE: GAS TRANSMISSION: AUTO SEATS: 8

MSRP \$44,345

CITY OF FERNLEY
PRICE: \$40,965.00

DEALER &
STATE FEES: \$523.25

FINAL PRICE:
\$41,488.25



QUOTE COF2025.2 QUOTE IS FOR PRODUCT ORDER. FOR AVAILABILITY AND PRICING OF UNITS
ON THE GROUND PLEASE CONTACT JERRY BRYANT



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) high-reach scissor lift for the City of Fernley's Facilities Department for an amount not to exceed \$25,000.

AGENDA ITEM BRIEF:

The City of Fernley's Facilities Department is requesting the purchase of one (1) high-reach scissor lift which will be utilized by City staff to safely complete maintenance tasks and to repair facility equipment components which are in areas that are significantly higher from the ground and situated in precarious locations.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) high-reach scissor lift for the City of Fernley's Facilities Department for an amount not to exceed \$25,000."

BUSINESS IMPACT (per NRS Chapter 237):

There are none.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Facilities Department is requesting one (1) high-reach scissor lift to be assigned to the department. If approved, this equipment will be utilized by City staff to safely complete maintenance tasks and to repair facility equipment components which are in areas that are significantly higher from the ground and situated in precarious locations.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 417 - Facilities High-Reach Scissor Lift
2. Estimate_92630_ScissorLift

PROJECT DETAIL SHEET

Project Title: High-reach Scissor Lift							
Department: Facilities							
<u>Description and Justification:</u> The City of Fernley's Facilities Department is requesting one (1) high-reach scissor lift to be assigned to the department. If approved, this equipment will be utilized by City staff to safely complete maintenance tasks and to repair facility equipment components which are in areas that are significantly higher from the ground and situated in precarious locations.							
Relationship to Strategic Plan: Maintain public infrastructure.							
Relationship to Council Priorities: FY 25-26 Budget Priorities							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		\$25,000				
H. Other							
Total			\$25,000				
<u>Additional Notes:</u> 							



39 Curtis Ct SW
Cartersville, GA 30120

Customer Quote

Date	Quotation #
1/30/2025	QUO1409

Bill To
City of Fernley 595 Silver Lace Blvd Fernley NV 89408 United States

Ship To
City of Fernley 595 Silver Lace Blvd Fernley NV 89408 United States

Email	john@cityoffernley.org
Phone	(775) 784-9913
Contact	Olivia John

P.O. No.	Rep
	Taury Dixon

Description	Quantity	Rate	Total
2025 SKYJACK SJ3219 MICRO SN:A104001010 19' Platform Height / 25' Work Height / 32" Width 24V DC Electric Motor (Batteries), 2WD, Solid Non-Marking Tires, 20" Deck-Extension, Full Height Spring Hinge Entry, Solid Rails, SkyCoded, ECO with ECOTRAY, Toe Guards, 110V Power to Platform, 500lbs Lift Capacity, Weighs 2675lbs *2yrs Parts & Labor Factory Warranty – 5yrs Factory Structural Warranty* Serial Number: A104001010	1	\$13,950.00	\$13,950.00

Subtotal	\$13,950.00
Shipping Cost	\$800.00
Tax Total	\$0.00
Total	\$14,750.00

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client. Actual cost may change once all invoice elements are finalized or negotiated. The sales and use tax we are estimating is based on either a ship to location of the product(s) above or the location we are giving you possession of the product(s). If the ship to location or the location where we give you possession of the good changes, the Company is required to charge you the appropriate sales and use tax based on the ship to or the location in which we give you possession of the product(s) and you must pay such sales and use tax before taking possession of the good(s).

All invoices related to the goods defined in this estimate are to be paid at the time of invoicing in full, minus any already made payments, unless explicitly agreed otherwise.

Please call 866-874-0584 to verbally verify wire payment instructions before sending. Aerial Titans Inc. will not be responsible for wire payments sent to the incorrect recipient. We will never email updated wire instructions to you. Please be vigilant and call our office before sending funds.

Phone #	Fax #	E-mail	WebSite
866-874-0584	470-280-4266	admin@aerialtitans.com	www.aerialtitans.com



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) ride-on zero-turn mower for the City of Fernley's Parks Department for an amount not to exceed \$15,000.

AGENDA ITEM BRIEF:

The City of Fernley's Parks Department is requesting the purchase of one (1) ride-on zero-turn mower which will be used to maintain publicly owned turf areas at parks and facilities throughout the city.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) ride-on zero-turn mower for the City of Fernley's Parks Department for an amount not to exceed \$15,000."

BUSINESS IMPACT (per NRS Chapter 237):

There are none.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Parks Department is requesting one (1) ride-on zero-turn mower to be assigned to the

department. If approved, the equipment will be used to maintain publicly owned turf areas at parks and facilities throughout the city.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 575 - Parks Turn Mower
2. Z760R Mower Sourcewell Quote City of Fernley Updated 2025

PROJECT DETAIL SHEET

Project Title: Ride-on Turn Mower							
Department: Parks							
<u>Description and Justification:</u> The City of Fernley's Parks Department is requesting one (1) ride-on turn mower to be assigned to the department. If approved, the equipment will be used to maintain publicly owned turf areas at parks and facilities throughout the city.							
Relationship to Strategic Plan: Maintain public infrastructure.							
Relationship to Council Priorities: FY 25-26 Budget Priorities							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		\$15,000				
H. Other							
Total			\$15,000				
<u>Additional Notes:</u>							

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Matthew Delahanty

Pape Machinery, Inc. 5222 Reno Highway
Fallon, NV 89406

Tel: 775-867-4555

Fax: 775-867-4556

Email: mdelahanty@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 32328983

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
5222 Reno Highway
Fallon, NV 89406
775-867-4555
agfallon@papemachinery.com

Prepared For:

**Olivia John
CITY OF FERNLEY**



**Proposal For:
Olivia John**

Delivering Dealer:
Matthew Delahanty

Pape Machinery, Inc.
5222 Reno Highway
Fallon, NV 89406

775-867-4555
agfallon@papemachinery.com

Quote Prepared By:
Matthew Delahanty
mdelahanty@papemachinery.com
m

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Pape Machinery, Inc.
 5222 Reno Highway
 Fallon, NV 89406
 775-867-4555
 agfallon@papemachinery.com

Quote Summary

Prepared For:

Olivia John
 CITY OF FERNLEY
 Olivia John
 595 SILVERLACE BLVD
 FERNLEY, NV 89408
 OJOHN@CITYOFFERNLEY.ORG

Delivering Dealer:

Pape Machinery, Inc.
 Matthew Delahanty
 5222 Reno Highway
 Fallon, NV 89406
 Phone: 775-867-4555
 mdelahanty@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 32328983

Created On: 11 February 2025
Last Modified On: 07 July 2025
Expiration Date: 11 March 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z760R ZTRAK	\$ 10,621.89 X	1 =	\$ 10,621.89
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)			
Price Effective Date: February 10, 2025			
Equipment Total			\$ 10,621.89

Trade In Total **\$ 0.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 10,621.89
Trade In	
SubTotal	\$ 10,621.89
Total	\$ 10,621.89
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,621.89

Selling Equipment

Quote Id: 32328983

Customer Name: CITY OF FERNLEY

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Pape Machinery, Inc.
5222 Reno Highway
Fallon, NV 89406
775-867-4555
agfallon@papemachinery.com

JOHN DEERE Z760R ZTRAK

Contract: Sourcewell Grounds Maint
112624-DAC (PG NB CG
70)

Price Effective Date: February 10, 2025

Selling Price *
\$ 10,621.89

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22A0TC	Z760R ZTRAK	1	\$ 11,479.00	9.00	\$ 1,033.11	\$ 10,445.89	\$ 10,445.89
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	9.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	9.00	\$ 0.00	\$ 0.00	\$ 0.00
1502	54 In. High-capacity PRO Mower Deck	1	\$ 0.00	9.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
Delivery	Delivery Charge \$8 Loaded Mile 22 miles	1	\$ 176.00	0.00	\$ 0.00	\$ 176.00	\$ 176.00
Dealer Attachments Total			\$ 176.00		\$ 0.00	\$ 176.00	\$ 176.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 11,655.00		\$ 1,033.11	\$ 10,621.89	\$ 10,621.89



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) ultra-low volume (ULV) fogger/sprayer for the City of Fernley's Vector Control Department for an amount not to exceed \$25,000.

AGENDA ITEM BRIEF:

The City of Fernley's Vector Control Department is requesting to purchase one (1) ultra-low volume (ULV) fogger/sprayer. The equipment is used for mosquito abatement by atomizing pesticides into fine droplets and disperses them into the air. The purchase will replace aging equipment currently being used by the department. The present fogger/sprayer is falling apart and constantly being repaired. In addition, replacement parts are hard to acquire since the equipment is obsolete.

RECOMMENDED MOTION:

"I move to Approve the purchase one (1) ultra-low volume (ULV) fogger/sprayer for the City of Fernley's Vector Control Department for an amount not to exceed \$25,000."

BUSINESS IMPACT (per NRS Chapter 237):

There are none.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Vector Control Department is requesting one (1) ultra-low volume (ULV) fogger/sprayer to be assigned to the department. The equipment is used for mosquito abatement by atomizing pesticides into fine droplets and disperses them into the air. The purchase will replace aging equipment currently being used by the department. The present fogger/sprayer is falling apart and constantly being repaired. In addition, replacement parts are hard to acquire since the equipment is obsolete.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 528 - Vector Control Fogger
2. Cougar quote 7-8-2025 0002036736_0 - Fogger

PROJECT DETAIL SHEET

Project Title: Ultra-Low Volume (ULV) Fogger/Sprayer							
Department: Vector Control							
<u>Description and Justification:</u> The City of Fernley's Vector Control Department is requesting one (1) ultra-low volume (ULV) fogger/sprayer to be assigned to the department. The equipment is used for mosquito abatement by atomizing pesticides into fine droplets and disperses them into the air. The purchase will replace aging equipment currently being used by the department. The present fogger/sprayer is falling apart and constantly being repaired. In addition, replacement parts are hard to acquire since the equipment is obsolete.							
Relationship to Strategic Plan: Ensure municipal services meet the needs and expectations of the community.							
Relationship to Council Priorities: FY 25-26 Budget Priorities							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		\$25,000				
H. Other							
Total			\$25,000				
<u>Additional Notes:</u> 							

**Clarke Mosquito Control Products**

675 Sidwell Ct.
St. Charles IL 60174
United States
Phone:(630) 894-2000
Fax:(630) 832 9344
www.clarke.com

QUOTATION**// COPY //**

Quotation no	Order date	Date
0002036736	7/8/25	7/8/25
Salesperson	Currency	Valid to
1078 Ryan Arkoudas	USD US Dollar	8/8/25

Customer	
008706	
Invoice address	
City of Fernley 595 Silverlace Blvd Fernley, NV 89408-8547 775-302-6029	
Customer PO#	Your order date
	7/8/25
Your reference	Written by
Stacy Mathis	Rebecca Matillano

Consignee	
008706	
Delivery Address	
City of Fernley 595 Silver Lace Blvd. ATTN: Stacey Mathis Fernley, NV 89408-8547 775-870-0250	
Delivery terms	Delivery method
Paid Freight	United Parcel Post
Payment terms	
Net 30 Days	

Line	Item number	Product Description	Quantity	U/M	Requested Date	Sales price	Extended Price
1	327008	COUGAR w/SMART & GPS	1	ea	7/8/25	18,945.00	18,945.00

Subtotal	USD	18,945.00
Order total	USD	18,945.00
Total	USD	18,945.00



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) turf sweeper for the City of Fernley's Parks Department for an amount not to exceed \$25,000.

AGENDA ITEM BRIEF:

The City of Fernley's Parks Department is requesting to purchase one (1) turf sweeper which will be used to maintain publicly owned turf areas at parks and facilities throughout the city.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) turf sweeper for the City of Fernley's Parks Department for an amount not to exceed \$25,000."

BUSINESS IMPACT (per NRS Chapter 237):

There are none.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Parks Department is requesting one (1) turf sweeper to be assigned to the department. If

approved, the equipment will be used to maintain publicly owned turf areas at parks and facilities throughout the city.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 575 - Parks Turf Sweeper
2. QT_Quote # 1142 (1) - Turf Sweeper

PROJECT DETAIL SHEET

Project Title: Turf Sweeper							
Department: Parks							
<u>Description and Justification:</u> The City of Fernley's Parks Department is requesting one (1) turf sweeper to be assigned to the department. If approved, the equipment will be used to maintain publicly owned turf areas at parks and facilities throughout the city.							
Relationship to Strategic Plan: Maintain public infrastructure.							
Relationship to Council Priorities: FY 25-26 Budget Priorities							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		\$25,000				
H. Other							
Total			\$25,000				
<u>Additional Notes:</u>							

QUOTE 1142



SWEEP-ALL
Manufactured by Schnell Industries Inc

Bill To:

Nevada 89408 United States
Tax ID #
Phone # 775 302 6029
rgahr@cityoffernley.org
PO #

Ship To:

Nevada 89408 United States
Phon #

Date Jul 8, 2025
Valid Till Jul 31, 2025
Sales Person Riley Fehr
Business

Amount \$ 19,537.00

Product Code	Product Name	Base Price	Qty	Discount	Taxes	Amount
PSE3960	PSE3960 Honda Engine Powered 9.0HP	\$ 11,590.00	1	0.0%		11,590
ES-UPGRADE	Electric Start w/ Automatic Battery Recharge	\$ 590.00	1	0.0%		590
WL-UPGRADE	Wireless Controller	\$ 1,290.00	1	0.0%		1,290
SL-UPGRADE	Scissor Lift with 5' Reach to Dump PSE	\$ 4,090.00	1	0.0%		4,090
RTB3960	Rake Tine Bar for Dethatching (RTB3960)	\$ 310.00	1	0.0%		310
SHIP	Shipping Shipping	\$ 1,667.00	1	0.0%		1,667

Equipment Serial #

Pallet #

Engine Serial #

Sub Total 19,537
Tax Amount \$ 0.00

Shipping from: Winkler, MB R6W 0H2 Canada

Grand Total USD	\$ 19,537.00
-----------------	--------------



Schnell Industries Inc
450 Roblin Blvd East, Winkler, R6W 0H2
Manitoba, Canada,
rileyf@sweep-all.com

Authority
Signature: _____

Terms & Conditions



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) skid steer with rotary brush cutter for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$85,000.

AGENDA ITEM BRIEF:

The City of Fernley's Streets and Storm Drains Department is requesting to purchase one (1) skid steer with rotary brush cutter which will be used by City staff to efficiently maintain city streets and storm drain infrastructure.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) skid steer with rotary brush cutter for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$85,000."

BUSINESS IMPACT (per NRS Chapter 237):

There are none.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Streets and Storm Drains Department is requesting the purchase of one (1) skid steer with rotary brush cutter to be assigned to the department. This equipment will be used by City staff to efficiently maintain city streets and storm drain infrastructure.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 475 - Streets & Storm Drains Skid Steer with Brush Cutter
2. CITY OF FERNLEY - T64 - BM1289064 - Bobcat

PROJECT DETAIL SHEET

Project Title: Skid Steer with Rotary Brush Cutter							
Department: Streets and Storm Drains							
<u>Description and Justification:</u> The City of Fernley's Streets and Storm Drains Department is requesting one (1) skid steer with rotary brush cutter to be assigned to the department. This equipment will be used by City staff to efficiently maintain city streets and storm drain infrastructure.							
Relationship to Strategic Plan: Maintain public infrastructure.							
Relationship to Council Priorities: FY 2025/2026 Budget priorities.							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		\$85,000				
H. Other							
Total			\$85,000				
<u>Additional Notes:</u>							



Product Quotation
Quotation Number: **BM1289064**
Quote Sent Date: **Jul 08, 2025**
Expiration Date: **Aug 07, 2025**

Your Bobcat Contact
Brady Murdoff
Phone:
Email: brady.murdoff@doosan.com

Karl Tremblay
Bobcat of Reno
775-870-0106
karl.tremblay@bobcatcentral.com

Deliver to
City Of Fernley
995 SILVER LACE BLVD.
FERNLEY, NV, 89408
Dalton Hearn
775-302-6028
dhearn@cityoffernley.org

Bobcat Dealer
Bobcat of Reno, Reno, NV
2282 LARKIN CIRCLE
SPARKS, NV, 89431
Karl Tremblay

Bill to
City Of Fernley
995 SILVER LACE BLVD.
FERNLEY, NV, 89408
Dalton Hearn
775-302-6028
dhearn@cityoffernley.org

Item Name	Item Number	Quantity	Price Each	Total
T64 T4 Bobcat Compact Track Loader Standard Equipment: 68.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Hand and Foot (Manual) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated)	M0363	1	45,903.71	45,903.71
Comfort Package <i>Included:</i> Comfort Package: Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, Instrumentation: Standard 5" Display, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts, Premium LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction,	M0363-P11-C07	1	7,136.17	7,136.17

Selectable Joystick Controls	M0363-R01-C04	1	562.80	562.80
High-Flow Hydraulics	M0363-R03-C03	1	1,591.92	1,591.92
68" Heavy Duty Bucket	7272679	1	1,301.12	1,301.12
Bolt-On Cutting Edge, 68"	6718006	1	282.46	282.46
72" Brushcat (HF)	7233002	1	8,249.68	8,249.68
Total for T64 T4 Bobcat Compact Track Loader				65,027.86
Quote Total - USD				65,027.86
Dealer P.D.I.				250.00
Tariff Surcharge				1,154.53
Freight Charges				1,700.00
Destination Charges				410.00
Dealer Assembly Charges				87.50
Quote Total - USD				68,629.89

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Doosan Bobcat North America, Inc. products may be subject up to 26% import/export tariffs. Should this occur, Doosan Bobcat North America, Inc. will pass on the tariff charge on all models, which includes base model, machine options, and consumables/spare parts. The tariff charge percentage range is from 1% to 26% and will be removed should the tariffs be lifted. The exact tariff will be determined by Doosan Bobcat North America, Inc. at the time of order and will not apply to freight or destination charges, sales tax, pre-delivery inspection, setup charges, document fees, transfer costs, finance fees, freight forwarding costs, insurance costs, environmental disposal costs, fuel charges, training, service plans/contracts, warranty escrow, or extended warranty coverage. Doosan Bobcat North America, Inc. reserves the right to apply a tariff charge greater than 26% if the government implementing the tariff imposes tariff rates that exceed 26%.

Customer acceptance:

Quotation Number:: BM1289064

Purchase Order: _____

Authorized Signature:

Print: _____

Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) light tower with an attached generator for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$16,000.

AGENDA ITEM BRIEF:

The City of Fernley's Streets and Storm Drains Department is requesting to purchase one (1) light tower with an attached generator which will be used by City staff to efficiently maintain city streets and storm drain infrastructure.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) light tower with an attached generator for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$16,000."

BUSINESS IMPACT (per NRS Chapter 237):

There are none.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Streets and Storm Drains Department is requesting the purchase of one (1) light tower with an attached generator to be assigned to the department. This equipment will be used by City staff to efficiently maintain city streets and storm drain infrastructure.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 475 - Streets & Storm Drains Light Tower with Generator
2. FactoryPure Invoice #D43942 - Generac Light Tower

PROJECT DETAIL SHEET

Project Title: Light Tower with Generator							
Department: Streets and Storm Drains							
<u>Description and Justification:</u> The City of Fernley's Streets and Storm Drains Department is requesting one (1) light tower with an attached generator to be assigned to the department. This equipment will be used by City staff to safely and efficiently maintain and repair city infrastructure.							
Relationship to Strategic Plan: Maintain public infrastructure.							
Relationship to Council Priorities: FY 2025/2026 Budget priorities.							
RECOMMENDED FINANCING							
	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		\$16,000				
H. Other							
Total			\$16,000				
<u>Additional Notes:</u>							



Express checkout



OR

DH dhearn@cityoffernley.org

Ship to

Dalton Hearn, City of Fernley, 355 Cottonwood Lane, Fernley NV 89408, US,
+17753026028

Shipping method

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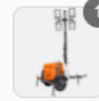
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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Motion

AGENDA ITEM:

For Possible Action: Approval of Change Order in the amount of \$127,680.00 to the existing construction contract with Resource Development Company to remove 2 feet of sediment and vegetation from the existing overflow and infiltration basin at the Water Treatment Plant.

AGENDA ITEM BRIEF:

For possible action to approve the Change Order for \$127,680.00 to the existing construction contract with Resource Development Company to remove 2 feet of sediment and vegetation from the existing overflow and infiltration basin at the Water Treatment Plant to prepare the site for a sanitary survey to be performed by the State before the end of this calendar year.

RECOMMENDED MOTION:

"I move to approve the Change Order for \$127,680.00 to the existing construction contract with Resource Development Company to remove 2 feet of sediment and vegetation from the existing overflow and infiltration basin at the Water Treatment Plant."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. Approve the Change Order as recommended.
2. Defer the sediment removal to a future project, which may result in higher costs and risk non-compliance.
3. Do not approve the Change Order and direct staff to identify alternative solutions.

BACKGROUND:

During ongoing operations and a review of regulatory compliance at the City of Fernley Water Treatment Plant, it was identified that the existing drainage basin has accumulated significant sediment, measuring approximately two feet in depth. This condition has resulted in a reduced capacity of the basin, impacting its performance and putting the City at risk of non-compliance with the State of Nevada Bureau of Safe Drinking Water regulations.

This Capital Improvement Project (CIP) was not included in the current fiscal year budget. However, after further review of system needs and project interdependencies, we have reorganized the CIP priorities. This project has been moved to the top of the list due to its critical importance to system reliability, operational efficiency, and alignment with regulatory or infrastructure improvement goals. Prioritizing it now will help prevent more costly issues in the near future and support the long-term performance of the utility system.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NA

FINANCIAL IMPLICATIONS:

This purchase will be made using the GL number 510-166-100 within the Water Enterprise Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. 2025.08.06_ChangeOrderForWTPBasinCleanUp



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council
REPORT THRU: Seong Kim, Utilities Director
REPORT FROM: Ana Navarro, Utilities Engineering Manager
REVIEWED BY: Robert Carson, City Treasurer
REVIEWED BY: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☐ No: ☒

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: ☐ Consent ☐ Ordinance ☐ Resolution ☐ Motion ☒ Receive/File

AGENDA ITEM: Staff Report (For Possible Action):

For Possible Action: Approval of Change Order in the amount of \$127,680.00 to the existing construction contract with Resource Development Company to remove 2 feet of sediment and vegetation from the existing overflow and infiltration basin at the Water Treatment Plant.

Business Impact (per NRS Chapter 237):

- ☐ A Business Impact Statement is Attached.
- ☒ A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

Agenda Item Brief:

For possible action to approve the Change Order for \$127,680.00 to the existing construction contract with Resource Development Company to remove 2 feet of sediment and vegetation from the existing overflow and infiltration basin at the Water Treatment Plant to prepare the site for a sanitary survey to be performed by the State before the end of this calendar year.

See the attached report for background, analysis, and alternatives.

RECOMMENDED MOTION:

"I move to approve the Change Order for \$127,680.00 to the existing construction contract with Resource Development Company to remove 2 feet of sediment and vegetation from the existing overflow and infiltration basin at the Water Treatment Plant."

ALTERNATIVES:

N/A

PROJECT SUMMARY:

During ongoing operations and a review of regulatory compliance at the City of Fernley Water Treatment Plant, it was identified that the existing drainage basin has accumulated significant sediment, measuring approximately two feet in depth. This condition has resulted in a reduced capacity of the basin, impacting its performance and putting the City at risk of non-compliance with the State of Nevada Bureau of Safe Drinking Water regulations. This Capital Improvement Project (CIP) was not included in the current fiscal year budget. However, after further review of system needs and project interdependencies, we have reorganized the CIP priorities. This project has been moved to the top of the list due to its critical importance to system reliability, operational efficiency, and alignment with regulatory or infrastructure improvement goals. Prioritizing it now will help prevent more costly issues in the near future and support the long-term performance of the utility system.

ANALYSIS:

This Change Order request will authorize the contractor to remove and properly dispose of the sediment from the drainage basin. The work will include:

- Mobilization of necessary equipment
- Excavation and removal of approximately two (2) feet of sediment
- Transportation and proper disposal of the material
- Final grading and restoration of the drainage basin area

This additional work is essential to restore the full functional capacity of the basin and to ensure compliance with State environmental standards related to water treatment plant operations.

The estimated cost of the proposed work is \$127,680, which includes all labor, equipment, disposal, and incidentals. The Utilities Department has reviewed the scope and pricing and believes it to be reasonable and consistent with industry standards.

FINDINGS:

NA

LEGAL IMPLICATIONS:

N/A

FINANCIAL IMPLICATIONS:

This purchase will be made using the GL number 510-166-100 within the Water Enterprise Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Filiga Farmer

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

520-810-605

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to purchase 16 new floating surface aerators and they will give us 1 surface aerator to make a total of 17 to be replaced in FY 2026, per Nevada Division of Environmental Protection (NDEP) requirement for the East Wastewater Treatment Plant for the amount of \$399,280.00.

AGENDA ITEM BRIEF:

This purchase is to replace inoperative aerators at the East Wastewater Treatment Plant for \$399,280.00.

RECOMMENDED MOTION:

"I move to Approve the purchase of 17 new floating surface aerators for the East Wastewater Treatment Plant for the amount of \$399,280."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with an alternative.

BACKGROUND:

The City of Fernley must replace several floating aerators that have exceeded their operational life at the East Wastewater Treatment Plant. The plant is designated to remove biochemical oxygen demand (BOD) and total suspended solids (TSS) from partially mixed aerated ponds. The surface aerators add oxygen to the ponds by mechanically agitating the water's surface, which facilitates the process. The attached quote is for (16) new aerators but does not include the accessories to install and power the units.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the GL number 520-810-605 within the Sewer Enterprise Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. Aspiro Aerator Solutions - Proposal



Komline

Aerator Solutions

ASPIRO Aspirators

PROJECT: Fernley, NV

Proposal No: LD-061925-1



11765 Main Street
Roscoe, IL 61073
www.aeratorsolutions.com
PH: 815-623-5111

Contact: Lenka Dixon, LDixon@AeratorSolutions.com
PH: 815-623-5111, FAX: 815-623-7111

July 7, 2025

QUOTATION NUMBER: LD-061925-1

PROJECT: City of Fernley, Nevada

Attn: Mr. Nathan McIntyre
595 Silverlace Blvd, NV 89408
Phone: (775) 302-1020, Email: nmcintyre@cityoffernley.org

Representative: Mr. Brian Villacorta, P.E., BCEE
Coombs Hopkins Company, Carlsbad, CA
Office: 760-931-0555, Cell: 925-989-6041
www.coombshopkins.com

Aerator Solutions is pleased to submit the following proposal for the equipment described in the following pages, subject to the terms and conditions stated herein.

**Sixteen (16) – ASPIRO Aspirator floating surface aerators
Model ASPIRO AQ1-7.5-60-F3 with the following materials of construction:**

- Main Drive 7.5 HP TEFC Motor, IP56, 460 Volt, 3PH, 60 Hz
- Motor shaft - 45 deg shaft down operation
- Propeller - 316 stainless steel
- Aerator constructed in stainless steel (wetted 316, unwetted 304)
- Three (3) float flotation assembly - frame in stainless steel 304, floats in UV inhibited rotomoulded polyethylene & filled with closed cell foam

PLUS: (1) SPARE MOTOR MODULE (All items above minus Float Assy)

PRICE: \$399,280.00 (\$24,955.00 EA + Spare Module @ No Charge)

NOTE: PRICING DOES NOT INCLUDE ANY POWER CABLE, MOORING CABLE OR ANY ACCESSORIES TO INSTALL THE UNITS.

Validity: Pricing is good for 45 days from date of proposal, with submittal approval within 45 days of PO.

Terms: **20% Down Payment with Purchase Order**
30% With Submittal Approval
50% Balance Net 30 days from the date of shipment
NOTE: Any retainage shall not exceed 5% of Invoice Total and shall be payable in full no more than 180 days from shipment.

Freight: FOB factory, freight to job site is included to job site

Start-Up: Not included in the price.

Shipping: 16 – 18 weeks after receipt of the purchase order

Taxes: Not included in pricing. Any applicable taxes will be added at time of invoice unless a valid exempt or resale certificate is provided.

PROPOSAL NOTES:

1. The Aspiro Aerators will be shipped as separate components: power module and float assembly. Simple nut and bolt assembly of the power module to the float will be required on site by others.
2. Materials and/or services not specifically listed in this proposal are not included and are to be supplied by others.
3. Mooring cable, power cable, control panel, anchors, eyebolts and junction box are not included and are to be supplied by OTHERS.
4. Aerator Solutions will provide our standard vibration tests, submittal drawings, and Operations & Maintenance manuals.
5. Materials and/or services not specifically listed in this proposal are not included and are to be supplied by others.
6. Offloading and installation is the responsibility of the customer.
7. Goods quoted above will be sold subject to the terms and conditions set forth on the face hereof and the “Terms and Conditions” on the attached page. Any different or additional terms are hereby objected to.

8. If a deferred delivery is required (longer than 12 months from PO date), pricing will need to be reviewed and adjusted.
9. Komline Aerator Solutions' scope of supply does not include any process or performance guarantees or warranties or process or performance testing.
10. Warning Clause: The aerator supplied has a very high hydraulic flow directly beneath the unit. In addition, horizontal surface velocities persist for some distance from the units. These flow patterns may cause damage to the basin bottom or walls creating leaking potential. In earthen or lined basins, Komline Aerator Solutions recommends the use of a concrete pad directly beneath the unit. If concrete is known to be nonresistant to the wastewater, other materials should be investigated. Riprapping or similar means of bank protection can protect the basin walls. If the basin contains any toxic wastes, the end user should obtain engineering advice as to the basin design and construction that is necessary to prevent any potential erosion and leakage potential. Komline Aerator Solutions assumes no liability for any damage to the basin bottoms or walls or for any injuries or damages resulting therefrom.

Signature below indicates the acceptance of this quotation, including the Terms and Conditions attached:

Accepted by the Buyer:

City of Fernley

Company Name

By: _____

Date: _____

Accepted by the Seller:

Komline Aerator Solutions

By: _____

Date: _____

Final acceptance of this proposal must be given to Komline Aerator Solutions at their office in Roscoe, Illinois. Please acknowledge by signing above and returning to Komline Aerator Solutions.

KOMLINE AERATOR SOLUTIONS TERMS AND CONDITIONS OF KOMLINE AERATOR SOLUTIONS

This offer and all of the goods and sales of Komline Aerator Solutions are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Komline Aerator Solutions. This proposal and any contract resulting therefrom, shall be governed by, and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Komline Aerator Solutions does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative at our Roscoe, Illinois office.

DURATION OF QUOTATION

This proposal of Komline Aerator Solutions shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Komline Aerator Solutions shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to,

war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Komline Aerator Solutions, Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Komline Aerator Solutions plant at Roscoe, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Komline Aerator Solutions is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Komline Aerator Solutions is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Komline Aerator Solutions or Komline Aerator Solutions otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Komline Aerator Solutions reserves the right to require payment in advance or security or guarantee satisfactory to Komline Aerator Solutions of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Komline Aerator Solutions for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Komline Aerator Solutions of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Komline Aerator Solutions nor may it be cancelled except by prior payment to Komline Aerator Solutions the following sums as liquidated damages; 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Komline Aerator Solutions for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Komline Aerator Solutions for any materials or component parts, a sum equal to the total of the direct out of pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Komline Aerator Solutions. In the event any items are used by Komline Aerator Solutions, to fill a subsequent order, then upon receipt of payment for such order, Komline Aerator Solutions shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information, and know-how disclosed by Komline Aerator Solutions to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer shall remain the property of Komline Aerator Solutions and shall not be disclosed or otherwise used to the disadvantage or detriment of Komline Aerator Solutions in any manner.

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Komline Aerator Solutions shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Komline Aerator Solutions conform to this Proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Komline Aerator Solutions may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Komline Aerator Solutions elects to modify this proposal to conform to the requirements for approval by any third party, Komline Aerator Solutions in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Komline Aerator Solutions conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Komline Aerator Solutions from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Komline Aerator Solutions goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal condition and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Roscoe, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Komline Aerator Solutions of claimed defect, and Komline Aerator Solutions shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Roscoe, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated, or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence, or accident. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

In general, all minor repairs of electric motors will be performed in the field by an authorized local service shop. Major repairs involving electric motors will be performed by local authorized electrical repair shops at their facilities. The responsibility for removing parts or equipment from the system and transporting them to the local repair shop is the customers. Re-installation of the equipment is the responsibility of the customer. Any warranty claims involving parts other than the electric motor, if serious, will probably be handled by replacing the defective parts. This may, or may not, involve shipment of the unit (or a part of it) back to the factory. **IN NO CASE SHOULD YOU SHIP THE UNIT BACK TO THE FACTORY WITHOUT AUTHORIZATION FROM KOMLINE AERATOR SOLUTIONS.**

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL KOMLINE AERATOR SOLUTIONS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: KOMLINE AERATOR SOLUTIONS TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Komline Aerator Solutions at their office in Roscoe, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Komline Aerator Solutions.

Accepted By:

Offer Respectfully Submitted,

By:

Date:

Komline Aerator Solutions By:



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Filiga Farmer

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

Awaiting approval

ACTION REQUESTED: Consent

AGENDA ITEM:

For possible action, East Lift Station Improvements - Professional Services Agreement with Lumos & Associates.

AGENDA ITEM BRIEF:

This project addresses critical infrastructure needs at the City's East Lift Station, including the implementation of a temporary air gap solution, evaluation and realignment of the existing waterline, and structural improvements to enhance safety and operational reliability.

All services will be performed on a time and material basis as outlined in the proposal. The proposed improvements are necessary to maintain safe and compliant operations.

RECOMMENDED MOTION:

Staff recommends that the City Council authorize the Utilities Department to enter into a Professional Services Agreement with Lumos & Associates, Inc. in the amount of \$49,900 for the East Lift Station Improvements.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The City of Fernley owns and operates the East Life Station, which services the eastern portion of the City's wastewater system. During a recent site visit, several issues were identified.

The City engaged Lumos & Associates to provide a comprehensive proposal addressing short-term and long-term solutions for waterline realignment, air gap installation, and structural upgrades to ensure continued safe and reliable operation of the lift station.

This proposal outlines a phased approach with three core tasks:

- Temporary air gap design
- Permanent waterline realignment and air gap solution
- Structural redesign of the intermediate floor, hoist system, and safety features

The total project cost is \$49,900 and will be billed on a time and materials basis.

RELEVANT LAWS, STATUTES, AND REGULATIONS:**FINANCIAL IMPLICATIONS:****ATTACHMENTS:**

1. Proposal Lumos 6.2Lumos Proposal - East Lift Station Improvements



El Dorado Hills
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, California 95762
916.980.8228

June 6, 2025

LA25.455

Seong Kim, P.E.
Utilities Director
595 Silver Lace Blvd
Fernley, NV 89408
775-784-9931

Re: Proposal for Professional Services – East Lift Station Improvements

Dear Mr. Kim:

Lumos & Associates, Inc. is pleased to provide you with this proposal and scope of work for the East Lift Station Improvements.

Project Understanding

The City of Fernley (City) owns and operates the East Lift Station, which collects sewer flows from the eastern portion of the service area. On May 6, 2025, Lumos & Associates (Lumos) was contacted by the City and invited to a meeting to discuss various operational needs of the lift station. During the field visit, the following issues were observed:

- The pumps conveying flow from the wet well to the wastewater treatment plant were out of service
- Portions of the screen shaft were in need of replacement
- There was no air gap between the water distribution system and the washer compactor, which comes into contact with sewage
- The existing waterline currently shares a vault with the sewer line and must be rerouted to connect to the new air gap tank location while ensuring the required separation between the water and sewer lines is maintained

Since the site visit, the pumps have been replaced, and the replacement part for the bar screen has been ordered. The remaining issue involves the lack of an air gap and the need to reroute the existing waterline. The City is evaluating both short-term and long-term solutions to resolve this issue, ensuring continued lift station operations while permanent improvements are planned and implemented.

In addition to water improvements, we understand that the City of Fernley is interested in structural services for required modifications at the Lift Station Building, including the following:

- A structural condition survey of the existing intermediate wood floor and existing structural steel hoist beam system at the lower level currently used to position the pumps for accessibility to be lifted to the main level hoist system out of the existing pump area.

- Once the structural condition survey is performed, we will identify non-conforming code issues for the repair/replacement of the intermediate floor system and existing hoist system.
- It is also our understanding that the City would like to have a new hoist system at the lower level to eliminate the existing steel columns that are currently posing egress restrictions.
- In addition, it is desirable to have an opening at the intermediate level and the main floor level to accommodate the emergency removal of a person on a stretcher from the lower level to the main level.
- Code compliant railing around the intermediate floor and main floor openings will be designed.

Task 1 – Short-term Solutions

As part of this task, Lumos will design a temporary connection to an above-ground tank that will serve as a short-term solution to create an air gap between the water distribution and wastewater systems.

The scope includes a summary memo of the key issues currently affecting the East Lift Station—specifically, the lack of an air gap between the potable water system and equipment exposed to sewage, as well as problems with the existing waterline alignment. Lumos will present both short-term and long-term solutions to address these concerns, along with an anticipated implementation timeline.

An exhibit will be provided illustrating the proposed temporary air gap solution, using an above-ground tank. The exhibit will clearly demonstrate how the configuration achieves proper separation between the potable and wastewater systems. Additionally, Lumos will provide technical sheet specifications for the air gap tank, including capacity, construction materials, inlet and outlet sizes, valve types, and applicable design and regulatory standards (e.g., UPC, AWWA, NSF).

Deliverables:

- Summary memo of issues and proposed solutions with timeline
- Exhibit of the air gap solution
- Sheet specifications of the air gap tank

Assumptions:

- The exhibit will be developed using available as-built drawings and documentation. No new field survey data will be collected for this task.

Schedule:

- The initial review and recommendation for the short-term solution will be completed within two (2) weeks of notice to proceed
- One (1) one-hour virtual meeting will be scheduled with the City to discuss the preliminary design of the short-term air gap solution

Payment:

- The services for this task will be billed on a Time and Materials basis.

Task 2 – Long Term Solutions

Under this task, Lumos will consider two (2) different waterline alignment alternatives and will develop an exhibit for each alternative considered for the City to review. Once the City has decided on a preferred alternative, Lumos will prepare improvement plans for the waterline realignment and the permanent air gap solution.

Deliverables:

- Two (2) exhibits illustrating alternative alignments for the waterline for the City's review and input
- 100% design plans and sheet specifications for the selected alignment and permanent air gap solution

Assumptions:

- The final plan set will be developed based on the City's selected alternative
- The plan set will be developed using available as-built drawings and documentation. No new field survey data will be collected for this task
- One (1) one-hour virtual meeting will be held with the City to review and discuss the waterline realignment alternatives and permanent air gap solution

Schedule:

- This task will be performed concurrently with Task 1. The due date for this task will be completed within 4 weeks of notice to proceed

Payment:

- The services for this task will be billed on a Time and Materials basis.

Task 3 – Structural Improvements

The following tasks will be performed:

- The first task would be a site visit to document the existing conditions as part of the structural condition survey. Because of the complexity of the current structural components and process piping systems, we feel that the best option would be to perform a digitized scan of the interior of the well and main level to accurately reflect the current conditions. This will allow us to coordinate the constructability logistics of bringing new structural members into the space while avoiding the existing process piping, pumps, etc.
- Once we have documented the current conditions, we will work closely with the City with respect to determining all new openings in the new intermediate floor design and its extents, as well as the new hoist structure requirements. We will also coordinate the new egress openings to accommodate the emergency removal of personnel.

- We will design the new structural elements for the intermediate floor, hoist system, and railing, as well as the design of the enlarged opening(s) required in the existing 12" thick concrete main floor slab. The design will be based on the current Churchill County requirements using the 2018 International Building Code (IBC) requirements. If the 2024 IBC is adopted at the time of the construction document submittal, we will make any necessary changes.
- Construction Administration Services, if required, will include answers to bidders' questions pertaining to the structural drawings and specifications, and we will provide addenda as necessary. Also included is the review of shop drawings and the review of structural submittals. We will also respond to structurally related Requests for Information as generated by the contractor.

Deliverables:

- 100% design plans and sheet specifications consisting of the new intermediate floor, the new hoist system, the new slab openings, and the railing, along with associated detailing of the new structural components will be provided for construction
- Specifications pertaining to structural items will be provided in the form of sheet notes.
- The drawings will be produced using Revit (BIM), 2024 version

Assumptions:

- Construction Administrative Services is not included in the total cost for this task and will be billed on a Time and Materials basis.
- The drawings and structural design calculations will be sealed by a professional engineer from Lumos for submittal to the building department. Any plan review comments that might be issued by the building department will be addressed
- Two (2) one-hour virtual meetings will be held with the City to review and discuss the findings of the site visit and the preliminary design

Schedule:

- This task will be performed concurrently with Tasks 1 and 2.

Payment:

- The services for this task will be billed on a Time and Materials basis.

Fees

- The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Short Term	\$8,800
Task 2	Long Term	\$12,200
Task 3	Structural Improvements	\$28,900
Total		\$49,900

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this scope of work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,



Jonathan Lesperance, P.E.
Group Manager – Engineering Division



Kristi Thompson, E.I.
Senior Project Coordinator



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

N\A

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a Request for Amendment No. 2 for \$37,870 to Cumming Group's current Community Response and Resource Center contract.

AGENDA ITEM BRIEF:

Request for Amendment No. 2 represents a change order for Cumming Group to continue providing project management services through August and September at a 50% rate. It would include Base Bid closeout with CORE, Boys & Girls Club playground coordination, and the Early Learning Center (ELC) design. There is also a line item to complete a 50% Construction Document estimate of the ELC, which will include more detail than previous budgets and may be useful for upcoming design discussions or ELC construction fundraising opportunities.

RECOMMENDED MOTION:

I move to approve Request for Amendment No.2 of the CRRC contract with Cumming Group.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can choose not to approve Amendment No. 2 of the CRRC contract with Cumming Group.

BACKGROUND:

Prior City Council Action

On April 17, 2024, City Council approved Amendment 1 of the CRRC contract with Cumming Group for \$226,064. This reflected the additional time required for preconstruction services and the extended construction phase services timeline through July 2025.

On December 6, 2023, City Council approved the construction manager at risk (CMAR) contract with CORE Construction and revised the Guaranteed Maximum Price of \$17,765,798.00 for the construction of CRRC's Base Bid.

On November 15, 2023, City Council approved the Guaranteed Maximum Price not to exceed \$17,935,872.00 for the construction of CRRC's Base Bid.

On September 6, 2023, City Council approved the reallocation of \$3,577,592.80 in remaining ARPA funds to construct the CRRC's Base Bid.

On April 19, 2023, City Council approved the 50% Construction Documents for the Base Bid, Phase 1 (Alt A), and Phase 2 (Alt B) and voted to move forward with developing 100% Construction Documents for the CRRC's Base Bid.

On April 6, 2023, City Council approved Resolution 23-001 to commit a 5% local match for the Nevada Department of Transportation 2023 Transportation Alternatives Program Grant application for Multi-modal transportation improvements required for the CRRC project. Council also approved Resolution 23-002 to commit unassigned fund balance that is in excess of 8.3% of General Fund expenditures less capital outlay to fund construction of the CRRC.

On April 5, 2023, City Council directed staff to remove/relocate the Old School House building from the Fernley Depot property to make room for the CRRC project.

On March 15, 2023, City Council approved committing \$4,000,000.00 in City funds to construct CRRC's Base Bid.

On February 15, 2023, City council approved completion of Design Development and directed staff to progress Base Bid, Phase 1 (Alt A), and Phase 2 (Alt B) to 50% Construction Documents.

On October 5, 2022, City Council approved the contract between the City of Fernley and Resource Concepts, Inc. for environmental consulting services for the project.

On July 6, 2022, the City Council approved the CRRC's final schematic design and cost estimate.

On June 15, 2022, City Council approved the Lyon County and City of Fernley Subrecipient ARPA Agreement in the amount of \$300,000 for the construction of the Community Response & Resource Center. On April 14, 2022, at the Lyon County Board of Commissioners meeting, the CRRC Workgroup presented the project and requested ARPA funding. The Lyon County Board of Commissioners graciously awarded ARPA funds to the City of Fernley in the amount of \$350,000 for the CRRC project. On May 23, 2021, the Lyon County Board of Commissioners revisited their ARPA allocations and reduced the amount to \$300,000 for the CRRC project. The City is currently in the process of approving the funding agreement.

On June 15, 2022, City Council approved the Letter of Intent to a lease agreement between the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed. This is in part due to the leadership, and the Boys & Girls Club experience of operating and maintaining facilities and programs, including five Boys & Girls Club afterschool and summer programs, thirteen school sites, four early learning centers, and seven teen centers. Under this agreement, the Boys and Girls Club would operate the day-care, afterschool programming, kitchen, cafeteria, gym, and meeting rooms. The letter of intent is critical to a funding source, the Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center.

On February 16, 2022, City Council approved the contract for the Owners Representative Construction Manager as Agent contract with Cumming Management Group. This contract is to ensure there is a person/company who represents the City and focuses on evaluating the project from the City's perspective beginning at the earliest stages of planning and continuing through occupancy. At the same meeting, the Council also approved staff to enter into contract negotiations with the selected CMAR for reconstruction services for the CRRC.

City Council approved the programming and services that will be in the CRRC on January 19, 2022. The programming and services in the CRRC must be ARPA eligible because the City is using ARPA monies to fund the project. Staff identified the following ARPA eligible services and programs needed in our community in response to the public health crisis that will be in the Community Response & Resource Center: COVID-19 testing and vaccination site, workforce development services/programming, education assistance services, afterschool programming, and early childhood education.

On October 20, 2021, City Council approved the contract with TSK Architects for the architectural engineering services of the Community Response & Resource Center. The scope of work, among other items, included the Pre-Design Services/Concepts Update to determine the programming and services that will be housed in the CRRC and the completion of the final schematic design.

On August 4, 2021, Fernley City Council approved the American Rescue Plan Act spending plan which included \$12,000,000 for the development of a Community Response & Resource Center.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 338

FINANCIAL IMPLICATIONS:

Fund Account Number:

GL No.100-417-720

ATTACHMENTS:

1. Cummings Group Amendment 2
2. COF CO 02-CRRC closeout_ELC design_2025.7.23
3. 2024.05.07 CoF - Cummings Amendment 1
4. Cumming Mgmt Group EXP_12.31.2026

AMENDMENT 2

**TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE CITY OF FERNLEY AND Cumming Group Inc.**

This Amendment 2 to the Contract for Independent Contractor between the City of Fernley and Cumming Group Inc. is entered into this _____ day of August, 2025, by and between The City of Fernley ("City"), and Cumming Group Inc.; also referred to as "The Parties."

On February 16, 2022, the City of Fernley and Cummings Group Inc. entered into a Contract for owners representative construction manager as agent services related to Community Response and Resource Center Phase 1. On April 17, 2024 The Parties entered into Amendment Number 1. The parties hereby wish to

- 1.) Amend the Scope of Work to reflect the additional time required for the construction phase timeline, the Early Learning Center design phase, and construction estimate services as described in Attachment A, with approved additional Project funding, not to exceed \$37,870.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment 2, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment 2, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED _____

Cumming Group Inc.

DATED: _____

Neal McIntyre
Mayor, City of Fernley

Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Aaron Mouritsen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley

ATTACHMENT A

CUMMING GROUP

REQUEST FOR AMENDMENT NO. 2

CLIENT: City of Fernley

DATE: July 21 2025

PROJECT: Community Response & Resource Center

CUMMING PROJECT #: 22-00433.00

Cumming proposes to add the following services to support the close-out phase of the Community Response & Resource Center (CRRC) and the restart of the Early Learning Center (ELC) design phase. These services can include support for design and/or construction of the playground and shade structures. We have also included the cost to perform a detailed cost estimate on the ELC. This effort will set a baseline cost to compare to the project budget and inform the completion of the design.

Project Management Extension

Provide on-going support to complete all CRRC final construction activities and punchlist; close-out tasks, including financial reconciliation of the GMP; . Support, as needed, the design and construction of City furnished scopes (i.e. playground, shade structures, ETC.).

Description	Total Hr	Rate	Cost
PM Support - M. Allen, 50% FTE	86.5	\$ 190.00	\$ 16,435.00
	COST PER MONTH		\$ 16,435.00
COST FOR AUGUST, SEPT			\$ 32,870.00

ELC Cost Estimate

Provide a detailed cost estimate on the most recently completed set of design documents for the ELC.

Description	Cost
50% CD Cost Estimate	\$ 5,000.00
TOTAL COST	\$ 5,000.00

If there are modifications to this assumed project duration or services to be provided, Cumming will amend the Scope of Services and Fee Proposal accordingly. We are open to further discussion regarding this approach to fee and may be adjusted based on your expectations.

Reimbursables

All reimbursables if incurred, such as lodgings, transportation and travel expenses, will be reimbursed by the Client at cost with no markups. A T&M budget has been included in the fee breakdowns above to cover these costs.

COMPENSATION FOR ADDITIONAL SERVICES: This Change Order incorporates, by reference, the terms and conditions of the Agreement between Cumming Management Group, Inc. ("Consultant") and the City of Fernley ("Client"). The Client hereby agrees to pay the Consultant per the selected option as follows:

	PM EXTEND	ESTIMATE	BOTH
Last Adjusted Compensation for Services:	\$820,796	\$820,796	\$820,796
PM Support Extension	32,870		32,870
Cost Estimate		5,000	5,000
Revised Not-To-Exceed Compensation:	\$853,666	\$825,796	\$858,666

CITY TO SELECT OPTION BY INDICATING ONE COLUMN ABOVE

Consultant's authorized signature below Indicates agreement with the terms contained herein including, but not limited to, the adjustment in the compensation for Work. The Consultant agrees that revisions in the compensation for Services and the completion date constitute complete and final adjustment to the Agreement for all services and Reimbursable Expenses in any way associated with the changes described above and any work that may be affected by these changes.

CITY OF FERNLEY

Name:

Title:

Signature:

CUMMING MANAGEMENT GROUP, INC.

Name: Kristin Hillmer

Title: Vice President

Signature: 

AMENDMENT 1

TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE CITY OF FERNLEY AND Cumming Group Inc.

This Amendment 1 to the Contract for Independent Contractor between the City of Fernley and Cummings Group Inc. is entered into this 17th day of April, 2024, by and between The City of Fernley ("City"), and Cummings Group Inc.; also referred to as "The Parties."

On February 16, 2022, the City of Fernley and Cummings Group Inc. entered into a Contract for owners representative construction manager as agent services related to Community Response and Resource Center Phase 1. The parties hereby wish to

- 1.) Extend the date of the Contract to September 30th, 2025.
- 2.) Amend the Scope of Work to reflect the additional time required for preconstruction services and extended construction timeline, as described in Attachment A, with approved additional Project funding, not to exceed \$226,064.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment 1, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment 1, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED 4/25/2024 _____

DocuSigned by:

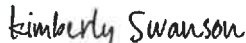
Justin Hillman
Cummings Group Inc.

DATED: 4/25/2024 _____

DocuSigned by:

Neal McIntyre
Mayor, City of Fernley

Attest:
DATED: 4/24/2024 _____

DocuSigned by:

Kimberly Swanson
KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: 4/24/2024 _____

DocuSigned by:

Aaron Mountsen
Aaron Mountsen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley

ATTACHMENT A

**ATTACHMENT A – FEE SCHEDULE
OWNER’S REPRESENTATIVE CONSTRUCTION MANAGEMENT SERVICES**

VW
5/6/24

5/6/24: modification to match approved amount: \$820,796

• **Provide fees as a lump sum cost.**

ORIGINAL CONTRACT
Lump Sum Cost - \$594,732

REVISED PER CURRENT SCHEDULE
Lump Sum Cost - ~~\$888,861~~
Total Contract Increase = \$226,064

• **Provide itemized list of services recommended for project scope and associated fees.**

ORIGINAL CONTRACT
Design Phase, Jan 2022 – Sept 2022 (10 mo)
Project Director - \$17,127
Project Management - \$70,065
Construction Phase, Oct 2022 – Nov 2023 (14 mo)
Project Director - \$27,270
Project Management - \$446,236
Warranty Phase, Dec 2023 (1 mo)
Project Director - \$1,960
Project Management - \$32,074

REVISED PER CURRENT SCHEDULE
Design Phase, **Feb 2022 – Mar 2024 (26 mo)**
Project Director - **\$49,478**
Project Management - **\$229,744**
~~Construction Phase, **Apr 2024 – mid-Aug 2025 (16.5 mo)**
Project Director - **\$32,169**
Project Management - **\$526,419**
Warranty Phase, **mid-Aug – Sept 2025 (1.5 mo)**
Project Director - **\$2,940**
Project Management - **\$48,111**~~

• **Provide list of potential reimbursable expenses and an estimated cost based on previous projects of this size.**

List of potential reimbursable expenses & estimated cost (EXCLUDED FROM LUMP SUM PRICE ABOVE)

Estimated cost = \$7,500

Potential reimbursable expenses

Mileage or lodging for travel performed for project responsibilities

Office supplies

Mobile phones

Computers

Assumptions/clarifications

Proposal assumes that office space, office furniture, copier/printer and internet will be provided by City of Fernley

5/6/24: modification to match approved amount: Construction Phase, Apr 2024 - July 2025 (16 mo) Project Director - \$31,189 Project Management - \$510,382 Warranty Phase - TBD in future Amendment

VW
5/6/24

• **Provide hourly rates for expected personnel**

Project Director – \$235.00
Sr. Project Manager – \$180.00
Asst. Project Manager – \$145.00
Sr. Scheduler – \$195.00
Scheduler – \$165.00
Cost Management Director – \$195.00
Senior Cost Manager – \$175.00
Cost Manager – \$160.00

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 16th day of February 2022, _____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Cumming Management Group Inc., a Construction and Project Management firm, whose address is 200 South Virginia Street, 8th Floor, Reno, NV 89501 _____ ("Contractor").

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 266 and Chapter 338 authorizes the City to engage the services of independent contractors; and WHEREAS, the services of Contractor are deemed to be both necessary and in the best interests of the City; and

WHEREAS, the City desires to retain the services of Contractor on the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. CONTRACT NUMBER: CMG-A1

2. CONTRACT TERM: This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

3. CONTRACTOR'S SERVICES:

a. Description of Services.

i. Attachments:

1. **Attachment A.** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.

ii. **Standard Of Care.** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance

CONTRACT

A Contract for Professional Services

notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- iii. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

4. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
 - b. **Reimbursable Expenses.** Contractor agrees that all direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule unless the Fee Schedule specifically provides otherwise.
 - c. **Payment Invoicing.** Contractor shall submit a monthly invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
 - d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
5. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

If to the City: City Manager
 City of Fernley
 595 Silverlace Blvd.
 Fernley, NV 89408

CONTRACT

A Contract for Professional Services

If to Contractor: Cumming Management Group, Inc.
200 South Virginia Street, 8th Floor
Reno, NV 89501

6. INSPECTION & AUDIT:

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

7. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice.

CONTRACT

A Contract for Professional Services

With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.

- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
 - i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

CONTRACT

A Contract for Professional Services

- iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
 - e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
 - f. **Winding Up Affairs upon Termination.** If this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. If dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
8. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.

CONTRACT

A Contract for Professional Services

9. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
10. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
11. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms, pandemics and epidemics. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
12. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence of: (i) any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, independent contractors, sub-contractors, vendors, suppliers, consultants, or agents; or (ii) any default in the performance of any obligation of Contractor to be performed under the terms of this Contract, regardless of whether such default is an Event of Default hereunder. In no event shall the language of this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by the Federal and State constitutions or by law. It is expressly agreed that Contractor shall defend the City party at Contractor's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Contractor. Contractor's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Contractor pursuant to the provisions of this Contract. Contractor's obligations under this Section 11 shall survive any termination of this Contract.
13. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance

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A Contract for Professional Services

of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

- 14. INSURANCE:** Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.



- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

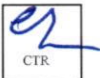
CONTRACT

A Contract for Professional Services

CONTACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that: (1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and (2) Contractor is otherwise in compliance with those terms, conditions and provisions.



b. **Professional Liability Insurance.**

- i. Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- ii. Retroactive date: Prior to commencement of the performance of this Contract
- iii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements.**

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

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- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
 - v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to

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A Contract for Professional Services

the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

- e. **Failure to Maintain Required Coverages.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

- 15. **COMPLIANCE WITH LEGAL OBLIGATIONS:** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 16. **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Contract 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 default or breach.
- 17. **SEVERABILITY:** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
- 18. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any

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A Contract for Professional Services

rights, obligations, or duties under this Contract without the prior written consent of the City.

- 19. PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.
- 20. PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 21. FEDERAL FUNDING:** In the event federal funds are used for payment of all or part of this Contract:
- Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.) The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- d. American Rescue Plan Act: The Contractor shall comply with all ARPA requirements and all required provisions to be adhered to in accordance with Federal Uniform Guidance. Costs incurred as a result of this contract shall only be for actions taken in response to the COVID-19 public health emergency, the impacts of COVID-19 on the community, residents and businesses and for the efforts to contain COVID-19. These expenditures shall be a direct response to the emergency and include but are not limited to addressing medical or public health needs, as well as expenditures incurred in response to second-order effects of the emergency.
- i. This contract provides for the owner's representative/construction manager as agent professional services required to construct a Community Resource and Response Center will provide a venue for responding to the pandemic with the delivery of vaccines, testing, and other public health needs. Further, the Center will provide programs and resources that address the negative economic impacts from the pandemic including, but not limited to food insecurity, emergency shelter/quarantine, childcare, educational needs, and mental health support.
- ii. The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. The parties further understand that all billing must be submitted by the 15th day of the subsequent month. Should contractor fail to submit timely bills, Contractor hereby agrees to be liable to the City for any costs of the project not covered by the ARPA Act due to contractor's negligence in billing. All billings for dates of service prior to July 1 must be submitted to the City no

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A Contract for Professional Services

later that the first Friday in August of the same year. Contractor as a contractor shall also maintain the following for tracking purposes:

1. Chart of accounts, written accounting procedures, internal and administrative controls, accounting journals and ledgers.
2. Payment requests and source documentation (vendor invoices, bills of lading, purchase orders, payment vouchers, payrolls, bank statements and reconciliations); and
3. Financial statements, correspondence, and audit files.
4. In addition to these cost accounting and record-keeping requirements, contractors may also be expected to comply with the following list of required flow-down terms. These terms include:
 - a. Equal Employment Opportunity requirements.
 - b. Davis Bacon Act (40 U.S.C. §§ 3141-3148);
 - c. Anti-Kickback Act (40 U.S.C. § 3145);
 - d. Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708) as supplemented by the Department of Labor regulations (29CFR Part 5);
 - e. Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401);
 - f. Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
 - g. Debarment and Suspension (Executive Orders 12549 and 12689);
 - h. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
 - i. Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act);
 - j. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and
 - k. Domestic preferences for procurements (2 C.F.R. § 200.322).
- e. Failure to comply with ARPA and other federal, state or local requirements may result in the City of Fernley taking one of the following actions:
 - i. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency;

CONTRACT

A Contract for Professional Services

- ii. Denying both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspending or terminating the contract;
- iv. Initiating suspension or debarment proceedings;
- v. Requesting reimbursement for ineligible costs;
- vi. Withholding further funds for the project or program; or
- vii. Taking other remedies that may be legally available.

22. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

23. CERTIFICATION REQUIRED BY NRS 332.065 and NRS 286.737 By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

24. PROPER AUTHORITY: Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

25. GOVERNING LAW; VENUE: This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper

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A Contract for Professional Services

venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

- 26. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.
- 27. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 28. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 29. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified, or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 30. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising

CONTRACT

A Contract for Professional Services

herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

31. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
32. **NON-DISCRIMINATION:** 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, sexual orientation, gender identity or expression, or age, 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. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
33. **NRS 338.1718 AND AB410 FROM THE 2021 SESSION:** We understand as an independent contractor of the City that we are obligated to comply with NRS 338.1718 and AB410 from the 2021 Session. We hereby agree to comply those provisions while working with the City.
34. **ATTACHMENT C: TERMS AND CONDITIONS:** We understand as an independent contract of the City that we are obligated to comply with the Terms and Conditions in Attachment C.

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CONTRACT

A Contract for Professional Services

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY OF FERNLEY

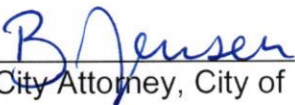


Mayor, City of Fernley 2/28/2022
Date



City Clerk, City of Fernley 2/28/2022
Date

Approved as to form:



City Attorney, City of Fernley 2/28/2022
Date

Originating Department:



Department Head 3/1/2022
Date

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A Contract for Professional Services

CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Chris Thompson

TITLE: Senior Vice President, PM

FIRM: Cumming Management Group, Inc.

BUSINESS LICENSE #:

Address: 200 South Virginia Street, 8th Floor

City: Reno State: NV Zip Code: 89501

Telephone: 916-747-7333

Fax #:

E-mail Address: khillmer@cumming-group.com



(Signature of Contractor)

DATED this 18th day of March, 2022

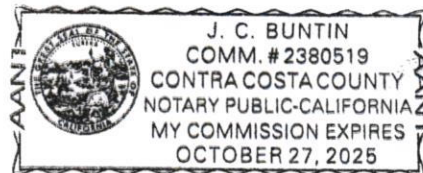
STATE OF California)
) ss
County of Contra Costa)

On this 18 day of , in the year 2022, before me, J. C. Buntin / Notary Public, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. → Chris Thompson

WITNESS my hand and official seal.


Notary's Signature

My Commission Expires: 10/27/2025



ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

A. The following professional services are required for the Community Response and Resource Center project:

Assist with Schematic Design:

- 2.A.1. Review Owner's master plan and all other City supplied planning materials. Review scope/ program and costs and understand the Owner's goals for the project(s). Note allowances, owner soft costs, escalation, and any other specific line items as they relate to the entire project and budget
- 2.A.2. Assist City of Fernley Staff as required with preparation and maintenance of the Project Management Plan including the Construction Management Plan and the Risk Management Plan
- 2.A.3. Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from consultants, suppliers and contractors, transfer of information to decision makers, coordination of project information flow and progress reports to the Owner, and general public as required.
- 2.A.4. Co-ordinate with the design team throughout the design phases and create progress reports to be delivered to Owner. Provide appropriate feedback to the design team.
- 2.A.5. Maintain a Master Program Budget to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, allocation of funding sources, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process. Serve as liaison with City staff in all budget matters. Owner's Representative is to maintain, track and coordinate use of any projects reserve accounts with the Owner. At no time should the reserve account be used for project expenses unless approved by the Owner
- 2.A.6. Compile and update Master Schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of key decision points with Owner. Insure that these project milestones are accounted for in project contract documents.
- 2.A.7. Assist the Owner with developing/ implementing and coordinating technology needs. Assist with the selection of consultants and vendors.
- 2.A.8. Schedule and attend all design review meetings and review the design professional's agenda and minutes for accuracy and correct any errors within such documents.
- 2.A.9. Provide weekly and monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes, and other key project information.

ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

2.A.10. Assist the Owner in their review and approval of schematic design.

Assist with Design Development:

- 2.A.11. Assist with selection of consultants through a qualifying and selection process that are not traditionally part of an architect/engineer/general contractor's consultant team but will have contracts with Owner, such as environmental, third party testing and inspections, FF&E, technology, etc.
- 2.A.12. Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements/ site development requirements with State and Local agencies.
- 2.A.13. Initiate project review of drawings/specs and cost estimate with Owner for review prior to proceeding to Construction Documents. This includes consulting with the Owner on issues which impact the constructability and feasibility of the project.
- 2.A.14. Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and availability.
- 2.A.15. Review all applications for payment from Owner's consultants, designers, and engineers and provide recommendations to Owner for approval/revision/rejection.
- 2.A.16. Coordinate schedule, submittals, and review by utility agencies.

Assist with Construction Documents:

- 2.A.17. Assist and coordinate project submittals and deadlines for agency reviews.
- 2.A.18. Orchestrate and assist the Owner in the review of construction documents/specifications and cost estimates for approval of construction documents.
- 2.A.19. Coordinate acceptance of the Construction Documents and finalize pricing.
- 2.A.20. Assist City of Fernley with solicitation and selection of 3rd party entity for Building permit review and approval.

Assist with the Bidding Process:

- 2.A.21. Coordinate with agencies affected.
- 2.A.22. Coordinate and review any modifications to pricing with the Owner.

Oversee Construction Process:

- 2.A.23. Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the CMAR.
- 2.A.24. Coordinate moving and storage of equipment and furnishings as necessary.
- 2.A.25. Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones.

ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

- 2.A.26. Attend Construction Meetings as established (weekly or bi-weekly).
- 2.A.27. Create materials for the City to distribute to their staff and local neighbors indicating construction timeframes, rules during construction, and what to expect.
- 2.A.28. Review construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.
- 2.A.29. Review construction schedule and any impacts due to delays; advise Owner with regards to recovery schedules as required.
- 2.A.30. Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.
- 2.A.31. Coordinate and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed. Coordinate with the Owner and CMAR reports during the week and weekend.
- 2.A.32. Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the Owner of non-conforming work with the Contract Documents. O/R to coordinate with all consultants/ vendors responsible for the non-conforming work to implement a corrective solution.
- 2.A.33. Participate as part of the communications and distribution of construction directives including, but not limited to RFI, PCO, ASI actions.
- 2.A.34. Assist the Owner in the review of pending Change Orders and notify the Owner of such. The O/R should review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing with the Owner. This includes the work of design professionals and specialty consultants and contractors.
- 2.A.35. Resolve any disputes or claims prior to final approval or denial of a Change Order.
- 2.A.36. Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.
- 2.A.37. Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.
- 2.A.38. Assist with scheduling and implementation of technology and security as it applies to the project(s).
- 2.A.39. Assist the Owner with any concerns and/or complaints by staff, community members, and parents during construction.

ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

- 2.A.40. Develop and maintain project files to include a record copy of all contracts, drawings, specifications, addenda, change orders and drawing modifications, shop drawings, product data and samples, handbooks, manuals and instructions and related materials for Owner's FF&E. Confirm that design professionals and construction manager supply these critical documents as well as documentation of all required testing and quality control inspections.
- 2.A.41. Provide weekly/monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.

Assist with the Close-Out of the Project:

- 2.A.42. Coordinate moving of new/stored furnishings and equipment into the completed facilities, if required.
- 2.A.43. Take necessary actions such that there is a seamless handover of projects to the Owner.
- 2.A.44. Develop the protocol and conduct a comprehensive final inspection of the project to verify that the materials furnished and work performed are in accordance with the contract documents. Schedule and assist the Owner in developing punch lists for projects completion and attend all walk-throughs.
- 2.A.45. Coordinate and attend the training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems. Consider training that occurs over a period of time in lieu of too much information in too short of time.
- 2.A.46. Coordinate and supervise the process for commissioning the facility to ensure all systems are working at peak efficiency.
- 2.A.47. Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.
- 2.A.48. Assist the Owner in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.
- 2.A.49. Provide description of final budget with record of expenditures.
- 2.A.50. Assist the Owner in acceptance and issuance of the final pay application and verify that the advertising for final payment and/or lien waivers has been completed.
- 2.A.51. Oversee that all third-Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are complete to obtain a CO or a renewal of the TCO.
- 2.A.52. Take necessary action such that proper inspections have been conducted, documented, and all permits are in place.

ATTACHMENT A – SCOPE OF WORK
OWNER’S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

2.A.53. Remediate issues as needed.

Assist the Owner During the Warranty Period:

- 2.A.54. Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.
- 2.A.55. Schedule the 11-month warranty walk through with the design team if the warranty is minimum of 1 year.
- 2.A.56. Schedule the additional warranty walkthroughs as required (e.g., 23- month walk through).
- 2.A.57. Assist the Owner with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.
- 2.A.58. Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.

General Project Assistance:

- 2.A.59. Coordinate and document communications with and among the City of Fernley, Design Team, Construction Team and other stakeholders
 - 2.A.60. Manage and document all project meetings
 - 2.A.61. Document and coordinate any request for information and the responses from the City of Fernley
 - 2.A.62. Document and coordinate any City of Fernley request for changes to project and responses from the Contractor
 - 2.A.63. Perform claim analysis and coordinate Construction payment requests
 - 2.A.64. Provide City of Fernley staff resource augmentation for professional support service.
 - 2.A.65. Provide bi-monthly project updates to the City of Fernley City Counsel throughout entire project.
- B. Proposers should be prepared to begin Owners Rep services defined by this RFP on January 20, 2022. The Design aspects of the project are to be completed by the end of September, 2022.
- C. NRS 338.1718 AND AB410 from the 2021 Session. We understand as an independent contractor of the City that we are obligated to comply with NRS 338.1718 and AB410 from the 2021 Session. We hereby agree to comply with those provisions while working with the City.

ATTACHMENT B – FEE SCHEDULE
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

- **Provide fees as lump sum cost.**

Lump Sum Cost - \$594,732

- **Provide itemized list of services recommended for project scope and associated fees.**

Design Phase, January 2022 – September 2022

Project Director - \$17,127

Project Management - \$70,065

Construction Phase, October 2022 – November 2023

Project Director - \$27,270

Project Management - \$446,236

Warranty Phase, December 2023

Project Director - \$1,960

Project Management - \$32,074

Recommended allowance - \$20,000 (not included in lump sum or itemizations above)

Cost estimating above and beyond review/compare CMAR and architect estimates

Schedule analysis above and beyond review of CMAR schedule

- **Provide list of potential reimbursable expenses and an estimated cost based on previous projects of this size.**

List of potential reimbursable expenses & estimated cost (EXCLUDED FROM LUMP SUM PRICE ABOVE)

Estimated cost = \$7,500

Potential reimbursable expenses

Mileage or lodging for travel performed for project responsibilities

Office supplies

Mobile phones

Computers

Assumptions/clarifications

Proposal assumes that office space, office furniture, copier/printer and internet will be provided by
City of Fernley

- **Provide hourly rates for expected personnel**

Project Director – \$235.00

Sr. Project Manager – \$180.00

Asst. Project Manager – \$145.00

Sr. Scheduler – \$195.00

Scheduler – \$165.00

Cost Management Director – \$195.00

Senior Cost Manager – \$175.00

Cost Manager – \$160.00

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

Discussion and Possible Action. First reading of Bill #361 (associated with CA25001) to revise Section 32.03.040(b) (Comprehensive Master Plan Amendment) of the City of Fernley Development Code to better reflect the requirements found in NRS 278.210 for amending the Master Plan.

AGENDA ITEM BRIEF:

During the processing of a recent Master Plan Amendment, it was discovered that the Development Code section outlining the process for Master Plan Amendments appeared to be contradictory to NRS. Therefore, this amendment to the Development Code has been prepared to clarify the process and ensure compliance with NRS 278.210.

The Planning Commission considered this Code Amendment at their meeting on July 9, 2025 and recommended approval of Bill #361.

RECOMMENDED MOTION:

None

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

During the recent approval process for the Southwest Area Plan, there was some confusion regarding Section 32.03.040(b) and the appropriate steps required to approve a Master Plan Amendment. After review from the City's outside Land Use Attorney, it was determined that the existing code section wasn't clear and could be interpreted differently than the rules of procedure outlined in NRS 278.210. His recommendation was that a Code Amendment be done to ensure that the Development Code procedure clearly matched that in NRS.

Most of the changes shown in the attached redline version of the Code are capitalization and punctuation changes. The content changes are all contained in subsection 7, where new language has been added explaining:

- An amendment can not move forward to City Council until after it receives a supermajority approval from the Planning Commission.
- Any changes or modifications to a Master Plan Amendment by the City Council must go back to the Planning Commission for their approval.
- Failure of the Planning Commission to consider the changes proposed by the City Council within 40 days constitutes automatic approval of the change.

Findings:

In order to be approved, the following findings must be met:

1. The code amendment is consistent with the city's Master Plan and is otherwise consistent with state and federal law.

The Master Plan does not discuss the process to amend itself except to say that it will be reviewed every 5 to 7 years to keep it up to date. Therefore, there is no consistency issue with the proposed amendment. In addition, this amendment was initiated to bring the Development Code into clearer compliance with NRS, which makes the amendment consistent with state law.

2. Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

Public notices were given and public hearings will be held at both the Planning Commission and City Council meetings.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Development Code Section 32.03.040(b)
Nevada Revised Statutes Section 278.210

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 361
2. MPA Proposed 32.03.040

BILL #361
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 3, SECTION 040(B) (COMPREHENSIVE MASTER PLAN AMENDMENTS) OF THE FERNLEY DEVELOPMENT CODE TO BETTER REFLECT THE REQUIREMENTS FOUND IN NRS 278.210 FOR AMENDING THE MASTER PLAN, AND OTHER MATTERS RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council”, DO HEREBY ORDAIN:

Section 1. Title 32, Chapter 3, Section 060(g)(1)(b) is hereby amended as follows:

32.03.040

(b) *Comprehensive Master Plan Amendments.*

(1) *Applicability.* The City of Fernley Comprehensive Master Plan is a legislative planning document with respect to the city's vision, goals, and policies relative to such matters as population, housing, streets, and resource use which is governed by NRS 278.150 to and including NRS 278.250.

(2) *Initiation.*

- a. Master Plan Amendments shall be initiated by the Administrator, Planning Commission, City Council or by application.
- b. The Administrator shall make a recommendation regarding the application to the Planning Commission.

(3) *Completeness.* See [section 32.03.030](#).

(4) *Notice.* Notice is provided by publication and mail as provided by NRS 278.210 and Chapter 32.03 of this title.

(5) The adoption of the Master Plan Amendment must be by resolution of the Planning Commission carried by the affirmative votes of not less than two-thirds of the total membership of the Commission. The resolution must refer expressly to the maps, descriptive matter and other matter intended by the Commission to constitute the plan or any amendment, addition or extension thereof, and the action taken must be recorded on the map and plan and descriptive matter by the identifying signatures of the secretary and chair of the Commission.

(6) *Findings for Approval.* In order to adopt an amendment to the Comprehensive Master Plan, the Planning Commission shall find that a change is justified based on the following:

- a. The Master Plan Amendment would implement the goals listed within the City of Fernley Comprehensive Master Plan as listed in the staff report.
- b. The Master Plan Amendment would be compatible with surrounding land uses.
- c. Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

(7) *Certification.* A Master Plan Amendment may not be presented to the City Council unless and until the Master Plan Amendment has been approved by Planning Commission in the manner required by NRS 278.210. Once the required two-thirds vote of the Planning Commission has been obtained, certification by the City Council shall be by the affirmative vote of a simple majority of the City Council. If the City Council desires to make changes or additions to a Master Plan Amendment, as adopted by the Planning Commission, such changes or additions shall be referred back to the Planning Commission for a new public hearing and recommendation. Failure of the Planning Commission to conduct a new public hearing and make a new recommendation with 40 days after the referral, or such longer period as may be designated by the City Council, shall be deemed to be approval of the proposed change or addition.

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #361 BEING HEREBY PROPOSED on the 6th day of August, 2025.

BILL #361 BEING HEREBY PASSED, APPROVED, and ADOPTED this 20th day of August, 2025, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk

(b) ~~Comprehensive~~ master-Master plan-Plan amendmentsAmendments.

(1) *Applicability.* The City of Fernley Comprehensive Master Plan is a legislative planning document with respect to the city's vision, goals, and policies relative to such matters as population, housing, streets, and resource use which is governed by NRS 278.150 to and including NRS 278.250.

(2) *Initiation.*

a. Master ~~plan-Plan amendments-Amendments~~ shall be initiated by the ~~administratorAdministrator, planning-Planning commissionCommission, city-City council Council~~ or by ~~a person's~~ application.

b. The ~~administratorAdministrator~~ shall make a recommendation regarding the application to the ~~planning-Planning commissionCommission~~.

(3) *Completeness.* See section 32.03.030.

(4) *Notice.* Notice is provided by publication and mail as provided by NRS 278.210 and ~~chapter Chapter~~ 32.03 of this title.

(5) The adoption of the ~~master-Master plan-Plan Amendment~~ must be by resolution of the ~~planning-Planning commissionCommission~~ carried by the affirmative votes of not less than two-thirds of the total membership of the ~~commissionCommission~~. The resolution must refer expressly to the maps, descriptive matter and other matter intended by the ~~commission Commission~~ to constitute the plan or any amendment, addition or extension thereof, and the action taken must be recorded on the map and plan and descriptive matter by the identifying signatures of the secretary and chair of the ~~commissionCommission~~.

(6) *Findings for* ~~approvalApproval~~. In order to adopt an amendment to the Comprehensive master-Master planPlan, the ~~planning-Planning commissionCommission~~ shall find that a change is justified based on the following:

a. The ~~master-Master plan-Plan amendment-Amendment~~ would implement the goals listed within the City of Fernley Comprehensive Master Plan as listed in the staff report.

b. The ~~master-Master plan-Plan amendment-Amendment~~ would be compatible with surrounding land uses.

c. Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

(7) ~~{Certification.}~~ A Master Plan Amendment may not be presented to the City Council unless and until the Master Plan Amendment has been approved by Planning Commission in the manner required by NRS 278.210. Once the required two-thirds vote of the Planning Commission has been obtained, Certification by the city-City council-Council shall be by the affirmative votes of a simple majority of the entire city-City councilCouncil. If the City Council desires to make changes or additions to a Master Plan Amendment, as adopted by the Planning Commission, such changes or additions shall be referred back to the Planning Commission for a new public hearing and recommendation. Failure of the Planning Commission to conduct a new public hearing and make a new recommendation with 40 days after the referral, or such longer period as may be designated by the City Council, shall be deemed to be approval of the proposed change or addition.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action regarding the Final Preliminary Engineering Report (PER) for the City of Fernley Water Treatment Plant (WTP) Caustic Soda and Compressed Air System Improvements and seek direction to proceed with final design, bidding services, and construction costs.

AGENDA ITEM BRIEF:

The Final Preliminary Engineering Report for the Fernley WTP Caustic Soda and Compressed Air System Improvements outlines critical system upgrades needed to support future surface water treatment and ensure regulatory compliance.

RECOMMENDED MOTION:

"I move to approve the PER Water Treatment Plant (WTP) Caustic Soda and Compressed Air System Improvements and authorize staff to move forward with design, preparation of bid documents, and completion of construction for the total cost of \$807,100."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

NA

BACKGROUND:

The Fernley WTP currently serves approximately 7,313 customer connections and was designed with provisions for future surface water treatment. As the City prepares to activate a new surface water intake and expand treatment capacity, deficiencies in the plant's caustic soda and compressed air systems pose operational and safety concerns.

The City contracted Keller Associates to prepare a PER to assess current system deficiencies, evaluate alternatives, and recommend improvements that ensure reliable and safe operation in compliance with Nevada Administrative Code (NAC) 445A.531.

This Capital Improvement Project (CIP) was not included in the current fiscal year budget. However, after further review of system needs and project interdependencies, we have reorganized the CIP priorities. This project has been moved to the top of the list due to its critical importance to system reliability, operational efficiency, and alignment with regulatory or infrastructure improvement goals. Prioritizing it now will help prevent more costly issues in the near future and support the long-term performance of the utility system.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Administrative Code (NAC) 445A.531

FINANCIAL IMPLICATIONS:

This purchase will be made using the GL number 510-166-100 within the Water Enterprise Fund portion of the FY 25-26 Budget.

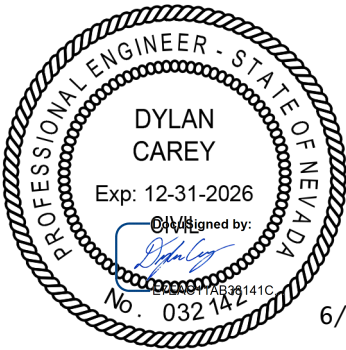
ATTACHMENTS:

1. 2025.06.13, Fernley WTP, Final PER - SIGNED

Preliminary Engineering Report

City of Fernley
WTP Caustic
Soda & Air
System
Improvements

June 2025 | Project No. # 225013-000



6/13/2025

PREPARED BY



1325 Airmotive Way
Suite 375
Reno, NV 89502
(775) 451-7288

PREPARED FOR



595 Silverlace Blvd.
Fernley, NV 89408
(775) 784-9800





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ACRONYMS, ABBREVIATIONS, AND SELECTED DEFINITIONS

ADD	Average Day Demand
CIP	Clean In Place
CPVC	Chlorinated polyvinyl chloride
CS	Caustic Soda
EFM	Enhanced Flux Maintenance
HSPS	High Service Pump Station
MF	Microfiltration
MG	Million Gallons
MGD	Million Gallons per Day
NAC	Nevada Administrative Code
NaOCl	Sodium Hypochlorite
O&M	Operation and Maintenance
PE	Polyethylene
psi	Pounds per square inch
PVC	Polyvinyl chloride
SCADA	Supervisory control and data acquisition
WTP	Water Treatment Plant



EXECUTIVE SUMMARY

The City of Fernley (City) operates a Water Treatment Plant (WTP) serving approximately 7,313 service connections. The WTP currently treats groundwater and was built with provisions for future surface water treatment. To meet future demand and utilize the full 20 MGD microfiltration capacity, a new surface water intake is planned, with eventual expansion to 30 MGD. Ahead of these upgrades, the City has identified deficiencies in the caustic soda and compressed air systems that need to be addressed to support both current and future operations. Improvements recommended in this evaluation will allow the City to meet the requirements of NRS 445A.531 for system reliability by adding standby equipment to operate the chemical treatment processes and for regularly recurring membrane filter operations. The following preliminary engineering report (PER) evaluates alternatives and recommends improvements including a preliminary cost estimate and construction sequence.

ES.1 EXISTING CONDITIONS

The caustic soda system was designed for pH adjustment of treated water prior to distribution and neutralization of spent clean in place (CIP) solution. The system can also be used for membrane cleaning but that has not been used in recent operation. The caustic soda system is currently offline due to extensive leaks and failing components. It is expected to be used once surface water is added as a source for the WTP. Existing piping has leaks throughout, posing safety risks. In addition, level transducers, valves, metering pumps, and chemical vault access components are damaged and require replacement.

The compressed air system supports pneumatic valves and integrity testing for ten microfiltration skids. It currently includes two compressors and one air receiver tank operating in lead-lag mode. The lag compressor is needed several times a week to meet air demands, leaving no standby units. The lack of redundancy is a critical vulnerability, as system failure would compromise plant operations. Other deficiencies include lack of SCADA integration and inadequate equipment pads.

ES.2 DESIGN CRITERIA

The objective of the caustic soda improvements is to restore the system for reliable future use by replacing all degraded PVC/CPVC piping (except for intact containment piping), installing new diaphragm metering pumps sized for 30 MGD, and replacing faulty valves, level sensors, and access equipment. The ferric chloride metering pumps and critic acid and sodium hypochlorite day tank inlet valves have also failed and need to be replaced. Construction will be scheduled for low-demand winter months.

The objective of the compressed air system improvements is to provide system redundancy. A third air compressor and second air receiver tank will be installed in a lead/lag/standby configuration. The new equipment will match existing specifications and be integrated with the plant's SCADA system. A new concrete pad will accommodate all compressed air equipment, and piping and electrical improvements will be made. Construction will occur during the winter when plant demand is lower.

ES.3 ALTERNATIVE ANALYSIS

Three caustic soda piping alternatives were evaluated:

- PVC with solvent-bonded fittings.
- PE with fusion-welded fittings.
- Combination of PVC and PE.

PVC is the recommended alternative for its ease of maintenance, cost-effectiveness, and compatibility with in-house repairs, despite its shorter service life.



For the compressed air improvements, a dual 620-gallon air receiver tank configuration is recommended for redundancy and allow one tank to remain in service during maintenance. This approach improves air management flexibility for operation of the membrane filter unit valving, provides redundant equipment to perform routine maintenance, and aligns with NRS regulatory requirements.

ES.4 PROPOSED IMPROVEMENTS

Caustic Soda System:

- Replace deteriorated PVC piping with new solvent-bonded PVC.
- Install four new diaphragm metering pumps (three at 100 gph, one at 30 gph).
- Replace valving, instrumentation and appurtenances.
- Level sensors in the bulk tanks and caustic soda day tank, as well as inlet valves for the day tank and bulk tanks.
- Construction to begin after system flushing, before surface water is activated.

Compressed Air System:

- Install a third compressor and second air receiver tank.
- Integrate all three compressors with SCADA system.
- Construct a new concrete pad for compressed air equipment.
- Regrade floor and relocate floor drain and brine tank.
- Install electrical conduit and temporary backup air system for construction.

Miscellaneous Chemical improvements:

- Critic acid and sodium hypochlorite day tank inlet valves, chemical vault ladder, and hatch.
- Install three new ferric chloride metering pumps.

A planning level cost estimate for the proposed caustic soda and compressed air improvements is provided in Table ES-1.

TABLE ES-1: PROPOSED IMPROVEMENTS COST ESTIMATE

	Description	Quantity	Unit	Unit Price	Cost
1	Caustic Soda Improvements	1	LS	\$ 215,400	\$ 215,400
2	Compressed Air Improvements	1	LS	\$ 146,300	\$ 146,300
3	Miscellaneous Chemical Improvements	1	LS	\$ 41,400	\$ 41,400
	Subtotal				\$ 403,100
	Mobilization, Bonding, & Insurance (10%)				\$ 40,400
	Construction Contingency (35%)				\$ 141,100
	Subtotal				\$ 584,600
	Engineering Design and Bidding Services (25%)				\$ 146,200
	Construction Administration (5%)				\$ 29,300
	Total Cost				\$ 760,100

*Cost estimate assumes City will perform construction observation services.



CHAPTER 1 - INTRODUCTION

The City of Fernley (City) owns and operates an existing Water Treatment Plant (WTP) located in Fernley, Nevada and provides drinking water to approximately 7,313 customer connections in the service area as of the 2022 Water Master Plan ¹(completed by others). The WTP was originally constructed in 2009 and designed to treat groundwater with future provisions for surface water treatment to meet demands of a growing population. A site plan of the existing WTP is shown in Figure 1-1.

FIGURE 1-1: FERNLEY WATER TREATMENT PLANT



The groundwater treatment process consists of a flash mix of ferric chloride coagulant, flocculation and sedimentation, microfiltration using Pall Aria membrane units, and chlorination with chlorine contact time provided in the treated water reservoir. The current treatment system primarily targets arsenic removal from groundwater sources. According to the 2022 Water Master Plan¹, the average day demand (ADD) and maximum day demand were 3.7 million gallons (MG) and 6.2 MG, respectively. These were estimated using data from 2017 to 2021.

Improvements to expand the source water for the WTP are needed to reach the microfiltration skids capacity of 20 MGD. The construction of a new surface water intake from the Truckee River canal will reduce the demands from the existing groundwater system by providing an alternative water source. WTP modifications to receive and treat the raw surface water are currently under design by others. Future WTP expansion will include adding four additional microfiltration skids to increase the capacity to 30 MGD.

¹ Shaw Engineering. City of Fernley Department of Public Works 2022 Water Master Plan. December 2022.



The WTP currently has known deficiencies to the caustic soda system and the compressed air system that operates in the microfiltration building. These systems are required to maintain the current level of operation. Prior to planned expansion, these systems require maintenance, and capacity increases to mitigate safety hazards with leaking caustic piping and provide reliability through standby equipment to operate the membrane filters (NRS 445A.531). The City has contracted Keller Associates (Keller) to evaluate the existing caustic soda system and compressed air system deficiencies and propose improvements that allow for safe and reliable operation of the WTP. The evaluation includes identifying deficiencies in the caustic soda chemical system and assessing the capacity of the compressed air system to support operation at flow rates of 20 MGD and 30 MGD. Based on the findings, recommendations will be developed that accommodate current and future operating conditions. The effort will also include preliminary construction sequencing and an engineer's opinion of probable cost for the proposed improvements.

CHAPTER 2 - EXISTING CONDITIONS

2.1. CAUSTIC SODA SYSTEM

2.1.1. Description

The WTP was designed to use caustic soda (sodium hydroxide) for pH adjustment of treated water prior to the distribution system and pH adjustment of the microfiltration clean in place (CIP) solution prior to discharge to the sewer. At the time of this report, the WTP is only treating groundwater and pH adjustment of the treated water is not needed. Once surface water is brought online it is anticipated the treated water will require pH adjustment following the addition of ferric chloride used during the coagulation and flocculation treatment step.

The caustic soda system consists of two 10,000-gallon bulk tanks shown in Figure 2-1, and a 190-gallon caustic day tank shown in Figure 2-2. Approximately 20% bulk caustic soda solution is delivered on trucks and transferred to the bulk tanks from the fill station on the exterior of the chemical building shown in Figure 2-3. Transfer pumps convey solution from the bulk tanks to the day tank. A CIP feed pump conveys solution from the day tank to either the caustic soda/sodium hypochlorite CIP solution tank or the CIP neutralization tank.

Metering pumps convey solution from the bulk tanks to injection quills of the treated water, either the microfiltration permeate or the High Service Pump Station (HSPS) dosing points. A list of the existing equipment is shown in Table 2-1. A process flow diagram from the Operations and Maintenance (O&M) manual² and as-built record drawings is included in Appendix A.

² City of Fernley Water Treatment Plant Facility O&M Manual.



FIGURE 2-1: CAUSTIC SODA BULK TANK



FIGURE 2-2: CAUSTIC SODA DAY TANK





FIGURE 2-3: BULK CHEMICAL FILL STATION



TABLE 2-1: CAUSTIC SODA EXISTING EQUIPMENT

Description	Capacity	Equipment No.	Location
Bulk Caustic Tanks (2)	10,000 Gal.	T-7-401, T-7-402	Chemical Building
Caustic Transfer Pumps (2)	14 GPM	P-7-401, P-7-402 To Caustic Day Tank	Chemical Building
High-Capacity Caustic Metering Pumps (3)	100 GPH	MP-7-402, MP-7-403, MP-7-404 To MF Permeate and HSPS Treated Water dosing points	Chemical Building
Low-Capacity Caustic Metering Pump (1)	30 GPH	MP-7-401 To MF Permeate and HSPS Treated Water dosing points	Chemical Building
Caustic Day Tank	190 Gal.	T-3-002	Microfiltration Building
Caustic Soda CIP Feed Pump	4.5 GPH	P-3-019; To CS/NaOCI CIP Solution Tank and CIP Neutralization Tank	Microfiltration Building
Caustic Soda/Sodium Hypochlorite CIP Solution Tank	2,200 Gal.	T-3-005	Microfiltration Building

2.1.2. Current Operation

Prior to the system failures the caustic soda was used to neutralize spent CIP solution prior to discharge to the wastewater system. After a CIP cycle, the acidic cleaning solution is transferred to the CIP neutralization tank. Caustic soda was conveyed from the caustic soda day tank to the CIP



neutralization tank to adjust the pH within the limits for discharge to the sewer. The caustic soda CIP feed pump is shown in Figure 2-4. The amount of caustic soda transferred was controlled by a pH probe in the CIP neutralization tank. More caustic soda was used during the higher demand months. The caustic soda system is not currently in operation due to leaks throughout the system. Prior operation would require higher expenditure of caustic soda corresponding with more frequent membrane cleanings. In the winter approximately 150-200 gallons of caustic soda were used per month and in the summer approximately 550-600 gallons of caustic soda were used per month. The caustic soda CIP feed pump can also feed the caustic soda/sodium hypochlorite CIP solution tank; this system is also not currently in use. Currently, operations staff is able to achieve necessary pH adjustment of the CIP waste using dilution with finished water prior to discharge to the sanitary sewer system.

FIGURE 2-4: CAUSTIC SODA CIP FEED PUMP



2.1.3. Future Operation

The caustic soda system has two dosing locations for pH adjustment of treated water. The microfiltration permeates and finished water dosing points are shown in Figure 2-5. The metering pumps in the chemical building can pump caustic soda from the bulk tanks to these dosing points. Based on the O&M manual² the pumps are sized to adjust the pH to the target of approximately 7.7. Currently, the groundwater treatment does not require pH adjustment of the water, and this system is not in use. It is expected to be used once surface water is added as a source for the WTP. No additional dosing or discharge points are anticipated for the future expansion of treatment for the surface water intake.



FIGURE 2-5: TREATED WATER CAUSTIC SODA DOSING POINTS TO PERMEATE (LEFT) AND FINISHED WATER (RIGHT)



2.1.4. Known Deficiencies

The operations staff noted leaking in nearly all of the caustic soda piping. This includes:

- Pipe from the fill station to the bulk tanks.
- Pipe from the bulk tanks to the day tank.
- Pipe from the day tank to the CIP neutralization tank.
- Pipe from the bulk tanks to permeate/finished water dose points.

A full list of the piping that requires replacement is included in Appendix B. Caustic soda is a strong alkali and the leaking solution poses a safety hazard to operations staff and deterioration of equipment. The following equipment also requires replacement:

- The bulk tank level transducers.
- The caustic day tank inlet valve.
- The caustic soda metering pumps.
- A ladder in the chemical vault between the chemical building and microfiltration building.
- A chemical vault access hatch.

The staff also noted that the ferric chloride metering pumps need replacement, and the citric acid day tank and sodium hypochlorite day tank inlet valves have also failed requiring replacement.



2.2. COMPRESSED AIR SYSTEM

2.2.1. Description

The compressed air system is located in the microfiltration building and consists of two air compressors and one receiver tank shown in Figure 2-6. The compressed air system supplies air to approximately 255 pneumatic valves on the microfiltration skids, CIP system, Enhanced Flux Maintenance (EFM) system, and flux maintenance system. In addition to the pneumatic valves, the compressed air system also supplies air for the microfiltration skid integrity tests, which are performed on each membrane skid daily. Table 2-2 shows a summary of the existing equipment.

The air compressors were installed in 2023 and are controlled with an Elektronikon Mk5 Touch controller. The compressors are not currently integrated into the plant's InTouch supervisory control and data acquisition (SCADA) system.

FIGURE 2-6: COMPRESSED AIR SYSTEM



TABLE 2-2: COMPRESSED AIR EXISTING EQUIPMENT

Description	Capacity	Comments
Air Compressors (2)	56.8 CFM @ 125 psi	ME-3-03, ME-3-032 (Atlas Copco Model GA11FF. 15HP)
Compressed Air Receiver Tank Volume	620 Gal.	Maximum pressure 200 psi at 450 °F
Pneumatic valves	255 No.	Valves fed by this compressed air system



2.2.1. Current Operation

The compressed air system supplies air to the microfiltration skids for the integrity tests and the pneumatic valves in the microfiltration building. The facility has 10 Pall Microza Microfiltration Membrane skids which have a combined capacity of 20 MGD. The plant is currently operating well below this capacity.

The air compressors operate in a lead-lag configuration, supplying compressed air to a receiver tank. It takes approximately five minutes to pressurize the tank to the high-pressure setpoint of 130 pounds per square inch (psi) and averages 12 minutes for the pressure to drop to the lead compressor's low-pressure setpoint of 93 psi. The lag compressor engages at 90 psi. According to operations staff, at the current demand the receiver tank undergoes approximately 85 fill/empty cycles, resulting in about 424 minutes of total compressor runtime. The most significant air demands are associated with actuating the valves on a microfiltration skid during startup or shutdown and performing integrity tests.

2.2.2. Future Operation

It is expected the compressed air system will continue in the same role as the plant expands. The planned future buildout of the facility to 30 MGD and the addition of four microfiltration skids will increase demand on the compressed air system.

2.2.3. Known Deficiencies

The existing compressed air system lacks redundancy. The lag compressor is currently needed several times a week to maintain system pressure, and there is no standby compressor. Both air compressors operate simultaneously and if either unit were to fail it would prevent the microfiltration system from functioning as designed. The air receiver tank also lacks redundancy, and there is no standby tank.

The Nevada Administrative Code (NAC) 445A.531, "Inclusion of features for reliability in design and construction of plant", states plants should have standby replacement equipment to ensure continuous operation and control of unit processes for coagulation, filtration and disinfection. Operational valves are an essential part of the microfiltration system and the compressed air system that operates the valves should have standby equipment per this requirement.

Additionally, existing air compressors are not integrated into the plant's Wonderware SCADA system. Integration of the compressors into the SCADA system is recommended to improve system monitoring, control, and reliability. The system layout has additional deficiencies. The piping between the compressors and the air receiver tanks currently uses flexible braided hoses, which lack rigidity for operation and maintenance access. The existing concrete equipment pads do not match the dimensions of the air compressors, limiting their effectiveness in providing proper support.

CHAPTER 3 - DESIGN CRITERIA

3.1. CAUSTIC SYSTEM

The objective of the caustic soda improvements is to remove leaking and faulty equipment that has posed operational constraints and safety hazards. Due to the extent of the leaking in multiple locations throughout the WTP, it is recommended that all piping associated with the caustic soda system be removed and replaced as a part of this project. Improvements to the caustic soda system include the replacement of all caustic soda piping, metering pumps, tank inlets, and miscellaneous instrumentation and appurtenances. The bulk tanks and caustic soda day tank are in good condition and will not be replaced as a part of this project.

The following has been identified to be replaced as part of this project:



- All PVC and CPVC piping associated with the caustic system, excluding the containment piping where it remains in proper condition.
 - Containment piping for caustic soda is mostly in good condition, however certain areas where damaged piping is found may require replacement. This project will include improvements to containment piping sections that are deteriorated or damaged.
 - The existing bulk delivery fill station connections and associated controls are in adequate condition and will be connected to the new caustic soda piping.
- The diaphragm metering pumps (4). The new chemical pumps will be sized to achieve a maximum caustic soda dose of 20 mg/L, as specified in the O&M manual², at the future plant capacity of 30 MGD, as well as to provide accurate dosing at minimum flow conditions. The design points are 100 gph at 100 psi (three pumps) and 30 gph at 100 psi (one pump). The existing transfer pumps (2) and CIP feed pump are operational and will not be replaced.
- Isolation valves, pressure reducing valves, calibration columns, pulsation dampeners, antisiphon valves, check valves, pressure switches, and other miscellaneous equipment and instrumentation between the bulk tanks, caustic soda day tank, and the discharge points.
- Level sensors in the bulk tanks and caustic soda day tank, as well as the bulk tank inlet valves.
- Day Tank inlet valve (1).

The design of the caustic soda improvements will match existing design set points at the WTP using the as-built record drawings and existing WTP O&M Manual which include dosing at the permeate and finished water points. Future dosing points not documented in the as-built drawings will not be included in the scope of this project.

Construction sequencing of these improvements will assume that all piping can be flushed in advance of construction. Piping between the day tank and CIP neutralization tank will need to be sequenced with operations. Construction will be planned for the winter months when demand is low. Construction of this system will target completion before the surface water intake for the WTP is brought online to allow for reliable pH adjustment at the existing metering pump dosing points.

3.2. MISCELLANEOUS CHEMICAL IMPROVEMENTS

In addition to the caustic soda system improvements, deficiencies were also identified in support equipment and the CIP day tanks. The following has been identified to be replaced as part of this project:

- Ferric chloride diaphragm metering pumps (3). The two existing pumps will be replaced and a third added for future buildout. The new chemical pumps will be sized to achieve a maximum ferric chloride dose of 30 mg/L, as specified in the O&M manual², at the future plant capacity of 30 MGD, as well as to provide accurate dosing at minimum flow conditions. The design point is 65.5 gph at 150 psi. The existing pump valving is operational and does not need to be replaced.
- Citric acid and sodium hypochlorite day tank inlet valves (2) in the MF building which have failed to operate.
- A new ladder in the chemical vault between the chemical building and microfiltration building.
- A new chemical vault hatch with lift assistance.

Replacement components for the inlet valves will be selected to match the existing system configuration where feasible and will be integrated into current facility operations. Construction sequencing of the inlet valve replacement will assume that the associated piping can be isolated and flushed in advance of construction. Construction will be planned for the winter months when demand is low.



3.3. COMPRESSED AIR SYSTEM

In order to provide standby equipment and continuous operation and control of pneumatic valving in the MF building, the compressed air system will be retrofitted to include a third air compressor to allow for lead/lag/standby operation. This operation will allow for one compressor to remain offline while the other two provide the necessary air flow for operations in the MF building. The new third compressor provided will specify the same manufacturer, capacity, and controls as the existing system. The new equipment will be integrated into the existing SCADA system at the WTP. To comply with standby equipment requirements and to reduce the amount of stop-start times for the compressors, additional air receiver tank volume will be added to the compressed air system.

Compressed air piping downstream of the air receiver tank is in adequate condition and will not be replaced as a part of this project.

The following has been identified to be included in this project:

- Third air compressor of same manufacturer, and design set points.
- Integration of new and existing air compressors (3) with the WTP InTouch SCADA system.
- Standby air receiver tank.
- Improvements to the manifold piping between the compressors and the air receiver tanks.
- Improvements to the existing concrete equipment pads. The existing air compressors dimensions do not match the pads. Operations staff has expressed the desire for a singular pad for all compressed air equipment.

Incidental improvements will be required to provide power, drainage, and clearance for the additional compressed air equipment. This is anticipated to include the following:

- Conduit and cabling for the new air compressor as to connect to the existing PCS and electrical panel. It is anticipated that the new air compressor will be connected to MCC-3A where the two existing compressors are currently connected, and a spare connection is available.
- Relocate existing floor drain.
- Relocate existing brine tank and piping as necessary to provide clearance for the new compressed air equipment.

The compressed air upgrades should occur during the winter (October – March) to align with lower demands winter demands and flexibility with shutdown time for membrane maintenance operations.

CHAPTER 4 - ALTERNATIVE ANALYSIS

4.1. CAUSTIC SODA SYSTEM

The existing caustic soda piping has multiple leaks, creating both operational challenges and safety concerns. Two piping alternatives were evaluated for the caustic soda system, polyvinyl chloride (PVC) with solvent-bonded fittings and polyethylene (PE) with fusion welded fittings.

4.1.1. Alternative 1 – PVC with Solvent-Bonded Fittings

PVC with solvent-bonded fittings was evaluated as a replacement alternative for this application. PVC has sufficient chemical resistance prolonged exposure to corrosive chemicals like caustic soda at the proposed concentration.



The use of solvent-bonded fittings with PVC provides a reliable method for creating strong, leak-tight joints. Solvent bonding works by chemically fusing the surfaces of the pipe and fitting through the application of a primer and solvent cement, which softens the material and allows the pipe and fitting to bond into a continuous, homogeneous piece as the solvent evaporates. This process results in strong leak-tight joints without the need for mechanical fasteners or welding equipment. The method is straightforward and requires relatively simple tools, making it a cost-effective option for installation. The solvent used must be rated for chemical resistance to caustic soda and retained on site for operations staff to maintain the piping system following installation. The rigidity of PVC piping also allows for straightforward support and alignment for aboveground runs in controlled environments such as treatment plant chemical rooms.

For this alternative, below ground conveyance through the existing 12-inch conduit connecting the chemical vaults would use braided PVC piping for feasibility during construction. Rigid PVC would be used in above ground applications and inside of the vaults with associated valving.

The lifespan of a solvent-bonded PVC system is 10 to 15 years. After that period the solvent bonds will deteriorate leading to leaks at connections throughout the system and the piping will need to be replaced. Repair of the PVC piping can be completed by the operations staff with readily available materials and equipment reducing downtime. A cost estimate for PVC replacement is shown in Table 4-1. The advantages and disadvantages of this alternative are summarized in Table 4-2.

TABLE 4-1: ALTERNATIVE 1 COST ESTIMATE

	Description	Quantity	Unit	Unit Price	Cost
1	Caustic Soda PVC Solvent Bonded Piping	3200	LF	\$ 46	\$ 146,700
2	Caustic Soda Metering Pumps	4	EA	\$ 13,800	\$ 55,200
3	Chemical Vault Hatch	1	EA	\$ 11,400	\$ 11,400
4	Chemical Vault Ladder	10	VLF	\$ 210	\$ 2,100
Subtotal					\$ 215,400
Mobilization, Bonding, & Insurance (10%)					\$ 21,600
Construction Contingency (35%)					\$ 75,400
Subtotal					\$ 312,400
Engineering Design and Bidding Services (25%)					\$ 78,100
Construction Administration (5%)					\$ 15,700
Total Cost					\$ 406,200

*Cost estimate assumes City will perform construction observation services.

TABLE 4-2: PVC ADVANTAGES/DISADVANTAGES

PVC with Solvent-Bonded Fittings	
Advantages	Disadvantages
- Sufficient chemical resistance - Simple installation and maintenance with standard tools - Rigid structure makes support simple - Easier installation in restrictive spaces - Lower capital cost	- Improper solvent welding can lead to failures - Stress from improper support can lead to failures 10 to 15 year lifespan



4.1.2. Alternative 2 – PE with Fusion Welded Fittings

PE fusion-bonded piping with welded fittings offers resistance to corrosion and stress cracking in aggressive chemical environments, making it suitable for long-term use in caustic soda systems. An advantage of PE is its ability to form fusion-welded joints, which are leak-tight, high-strength connections. Fusion welding involves the process of heating the ends of PE pipes and fittings to a specified temperature and then joining them under pressure to form a permanent, homogeneous bond. This method creates joints that are as strong as the pipe itself, producing a leak-tight seal that is resistant to both chemical degradation and mechanical stress. The fusion welding process eliminates the need for additional adhesives or mechanical fasteners, providing a more reliable and long-lasting system. The installation of this system is more expensive than a PVC-solvent bonded system because it requires specialized equipment and labor.

For this alternative, below ground conveyance through the existing 12-inch conduit connecting the chemical vaults would use braided PVC piping for feasibility during construction. Rigid PE piping would be used in above ground applications and inside of the vaults with associated valving.

The rated lifespan of PE fusion-bonded piping is 25 years. Repairs to PE piping require specialized heat fusion equipment, which could result in extended downtime if emergency repairs are needed. The operations staff would be able to complete in-house repairs of the PE piping after sufficient training on the heat fusion equipment and repair procedures. Alternatively, repairs could be performed by a contractor, which could increase downtime. A cost estimate for PE replacement is shown in Table 4-3. The advantages and disadvantages of this alternative are summarized in Table 4-4.

TABLE 4-3: ALTERNATIVE 2 COST ESTIMATE

	Description	Quantity	Unit	Unit Price	Cost
1	Caustic Soda PE Fusion Bonded Piping	3200	LF	\$ 93	\$ 299,000
2	Caustic Soda Metering Pumps	4	EA	\$ 13,800	\$ 55,200
3	Chemical Vault Hatch	1	EA	\$ 11,400	\$ 11,400
4	Chemical Vault Ladder	10	VLF	\$ 210	\$ 2,100
	Subtotal				\$ 367,700
	Mobilization, Bonding, & Insurance (10%)				\$ 36,800
	Construction Contingency (35%)				\$ 128,700
	Subtotal				\$ 533,200
	Engineering Design and Bidding Services (25%)				\$ 133,300
	Construction Administration (5%)				\$ 26,700
	Total Cost				\$ 693,200

*Cost estimate assumes City will perform construction observation services.



TABLE 4-4: PE ADVANTAGES/DISADVANTAGES

PE with Fusion Welded Fittings	
Advantages	Disadvantages
• Excellent chemical resistance • Stronger joints and longer lifespan (25 years) • Resists cracks from vibration or movement because of flexibility in the pipe	• Welding requires specialized equipment and labor leading to higher installation costs • Leak repair requires specialized equipment that could be another fail point and potentially disrupt operations • Higher capital cost • Higher installation cost

4.1.3. Alternative 3 – Combination of PE and PVC Piping

A combination of PVC and PE piping was evaluated as a third alternative. This approach is intended to utilize the respective strengths of both materials. Solvent-bonded PVC piping would be installed in locations more prone to damage or requiring frequent maintenance access, such as the piping between the bulk tanks and pumps, valve assemblies around the pumps, and the injection points. The ability to make repairs to PVC piping using readily available tools and materials allows operations staff to perform in-house maintenance with minimal downtime.

Fusion-welded PE piping would be used for longer, continuous pipe runs where the risk of damage is lower and where the material's extended service life and chemical resistance offer long-term performance benefits. Fusion-welded joints provide leak-tight, high-strength connections that are resistant to chemical degradation and mechanical stress, reducing the need for future repairs in these areas.

For this alternative, below ground conveyance through the existing 12-inch conduit connecting the chemical vaults would use braided PVC piping for feasibility during construction. Rigid PVC and PE piping would be used in above ground applications and inside of the vaults with associated valving.

The use of two piping materials introduces additional considerations during design and installation, particularly at transition points between PVC and PE. These transitions would require mechanical or flanged adapters compatible with both materials. In addition, operations staff would require training on both solvent bonding and heat fusion methods to support system maintenance. A cost estimate for the mixed-material piping system is shown in Table 4-5. The advantages and disadvantages of this alternative are summarized in Table 4-6.



TABLE 4-5: ALTERNATIVE 3 COST ESTIMATE

	Description	Quantity	Unit	Unit Price	Cost
1	Caustic Soda PVC Solvent Bonded Piping	500	LF	\$ 46	\$ 23,000
2	Caustic Soda PE Fusion Bonded Piping	2700	LF	\$ 93	\$ 252,300
3	Caustic Soda Metering Pumps	4	EA	\$ 13,800	\$ 55,200
4	Chemical Vault Hatch	1	EA	\$ 11,400	\$ 11,400
5	Chemical Vault Ladder	10	VLF	\$ 210	\$ 2,100
Subtotal					\$ 344,000
Mobilization, Bonding, & Insurance (10%)					\$ 34,400
Construction Contingency (35%)					\$ 120,400
Subtotal					\$ 498,800
Engineering Design and Bidding Services (25%)					\$ 124,700
Construction Administration (5%)					\$ 25,000
Total Cost					\$ 648,500

*Cost estimate assumes City will perform construction observation services.

TABLE 4-6: MIXED PIPING ADVANTAGES/DISADVANTAGES

PVC and PE Mixed Piping	
Advantages	Disadvantages
- Sufficient chemical resistance - PVC installed in damaged prone areas will allow for leak repair with standard tools - PE installed on long runs has stronger joints and a longer lifespan (25 years)	- Improper solvent welding of PVC can lead to failures - Stress from improper support of PVC can lead to failures - PVC has a 10 to 15 year lifespan - PE welding requires specialized equipment and labor leading to higher installation costs - PE leak repair requires specialized equipment that could be another fail point and potentially disrupt operations

4.1.4. Selected Alternative

The recommended alternative is PVC piping with solvent-bonded fittings. PVC provides operational advantages over PE in terms of maintenance. Fittings and valves can be replaced without specialized tools or training, allowing in-house operations staff to perform routine repairs efficiently and cost-effectively, thereby minimizing system downtime. The risk of repair equipment failure or missing replacement parts is reduced for PVC since the items are readily available. While the typical service life of PVC is approximately 10 to 15 years for caustic soda chemical systems, the re-use of existing dual-containment piping reduces the risk of chemical exposure in the event of material degradation over time.



4.2. COMPRESSED AIR SYSTEM

The compressed air system lacks redundancy, the air compressors currently rely on periodic operation of the lag compressor to maintain system pressure, with no dedicated standby unit available. To address these deficiencies and improve system reliability, a dual receiver tank configuration is recommended provide standby capacity and meet the redundancy requirements of the system.

Adding a second 620-gallon receiver tank is recommended for adding redundancy to the compressed air system. This configuration improves system flexibility and reliability by allowing one tank to be isolated for maintenance, inspection, or repair while the other remains in operation, minimizing system downtime. The ability to isolate tanks also enables more controlled air management, which can be beneficial during varying demand conditions. In the event of equipment failure, the dual tank configuration provides redundancy that supports continued operation of critical processes, including valve actuation and integrity tests of the microfiltration skids.

Installation of a second tank would require relocation of the existing drain and brine tank (associated with plumbing system) to accommodate the new tank and tank pad resulting in more complex construction sequencing. The dual tank configuration introduces increased instrumentation compared to a single tank. Each tank requires a dedicated pressure transducer, and isolation valves. Integration with the plant's SCADA system will require additional instrumentation input/output points and programming to enable independent or joint control of the tanks. The advantages and disadvantages of this configuration are summarized in Table 4-7.

TABLE 4-7: DUAL TANK ADVANTAGES/DISADVANTAGES

Dual Tank Configuration	
Advantages	Disadvantages
• Provides tank redundancy and flexibility for maintenance • Utilizes existing infrastructure • Lower capital cost	• Reconfigure layout to accommodate second tank and relocate the drain and brine tank • Additional controls and valving needed to control dual tanks

CHAPTER 5 - PROPOSED IMPROVEMENTS

5.1. CAUSTIC SODA SYSTEM

The existing caustic soda piping is leaking posing safety hazards and operational constraints. In the proposed project the leaking caustic soda piping would be replaced with new PVC piping using solvent-bonded fittings. Associated instrumentation and appurtenances would also be replaced. The proposed piping sections are listed in Appendix B and shown in Appendix C.

The inoperable caustic soda metering pumps would be replaced to restore chemical dosing capability of treated water. Three new diaphragm metering pumps rated for 100 gph at 100 psi and one diaphragm pump rated for 30 gph at 100 psi would be installed to accommodate the required dosing ranges at both the microfiltration permeate and treated water injection points. These pumps would be integrated into the existing control system.

Additional improvements include replacement of the bulk tank level transducers and the caustic soda day tank inlet valve. The inlet valves on the citric acid and sodium hypochlorite day tanks, which are no longer functional, would also be replaced. The chemical vault ladder, which was damaged by caustic soda exposure, would be replaced, and the existing chemical vault hatch, which lacks a lift assist, would be replaced to improve access. The ferric chloride diaphragm metering pumps would also be replaced. The new pumps will be rated for 65.5 gph at 150 psi and would replace the two existing pumps and add a third



for dosing at the future buildout location. Associated instrumentation and appurtenance would be included for the third pump.

5.1.1. Construction Sequencing

The caustic soda system is not currently in use because of leaks throughout the system. The improvements should be implemented before the surface water source is brought online at the treatment plant. Removal and replacement of the caustic soda piping and metering pumps may occur at any time after flushing, as these components are not currently used in plant operations.

5.2. COMPRESSED AIR SYSTEM

The compressed air system provides air for pneumatic valve actuation and microfiltration integrity testing; both are required for microfiltration membrane operation and water treatment processes. The current system lacks redundancy. The lag compressor is operated multiple times per week, and there is no backup air receiver tank. Failure of a single component would compromise system functionality.

The proposed project is to install a third air compressor and a second air receiver tank to increase system capacity and provide redundancy. The new air compressor would match the capacity of the existing units and operate in a lead-lag-standby configuration. System control would rely on a single designated pressure transducer, with a secondary transducer installed on the second tank for redundancy. All equipment would be installed on a single equipment pad within the existing microfiltration building. Piping between the air compressors and air receiver tanks would be configured into a single manifold and the new air receiver tank would be connected to the existing wall-mounted instrumentation. The proposed equipment layout is provided in Appendix D.

The existing floor slopes toward a floor drain located within the footprint of the proposed second air receiver tank. This floor drain would be relocated outside the equipment pad area, and the section of floor demolished and regraded to provide drainage to the new drain location. The brine tank and associated piping will also be relocated to accommodate the expanded equipment layout.

New electrical conduit would be installed for connection to the motor control center. The three air compressors would be integrated into the existing SCADA system for monitoring and control.

5.2.1. Construction Sequencing

The compressed air system improvements should be scheduled for the winter months when plant demand is lower. To minimize operational disruptions, any work requiring the compressors to be taken offline should be performed at night when the plant is not running. A portable air compressor system should be utilized as a backup to supply air for the microfiltration membrane operation in the event the air compressors need to be taken offline for longer than the planned window. Construction sequencing should account for the following:

- Modify the slope of the existing concrete floor to direct flow toward the new drain location.
- Relocate and reconfigure the drain piping to connect to the new drain.
- Provide a new electrical conduit penetration to accommodate wiring for the third air compressor control panel.
- Temporarily relocate the air compressors during equipment pad construction, with provision for temporary piping to maintain system functionality. This would include either temporary connections to the existing tank or connections to a temporary tank.
- Construct a single concrete equipment pad to support all air compressors and receiver tanks.
- Install the second air receiver tank on the new equipment pad.
- Reinstall all air compressors in their permanent locations once the pad is complete.



5.3. COST ESTIMATE

A planning level cost estimate for the proposed caustic soda and compressed air improvements is provided in Table 5-1.

TABLE 5-1: PROPOSED IMPROVEMENTS COST ESTIMATE

Description	Quantity	Unit	Unit Price	Cost
1 Caustic Soda PVC Solvent Bond Piping	3,200	LF	\$ 46	\$ 146,700
2 Caustic Soda Metering Pumps	4	EA	\$ 13,800	\$ 55,200
3 Chemical Vault Hatch	1	EA	\$ 11,400	\$ 11,400
4 Chemical Vault Ladder	10	VLF	\$ 210	\$ 2,100
5 Ferric Chloride Metering Pumps	3	EA	\$ 13,800	\$ 41,400
6 Air Compressor	1	EA	\$ 24,300	\$ 24,300
7 Air Receiver Tank with Epoxy Lining	1	EA	\$ 11,500	\$ 11,500
8 Compressed Air Piping Improvements	1	LS	\$ 15,400	\$ 15,400
9 Concrete Pads	1	LS	\$ 28,300	\$ 28,300
10 Plumbing Relocation	1	LS	\$ 10,600	\$ 10,600
11 Portable Air Compressor	1	EA	\$ 30,000	\$ 30,000
12 SCADA Integration	1	LS	\$ 26,200	\$ 26,200
Subtotal				\$ 403,100
Mobilization, Bonding, & Insurance (10%)				\$ 40,400
Construction Contingency (35%)				\$ 141,100
Subtotal				\$ 584,600
Engineering Design and Bidding Services (25%)				\$ 146,200
Construction Administration (5%)				\$ 29,300
Total Cost				\$ 760,100

*Cost estimate assumes City will perform construction observation services.



APPENDIX A
WTP Process Flow
Diagram



Overall Water Treatment Plant Process Flow Diagram

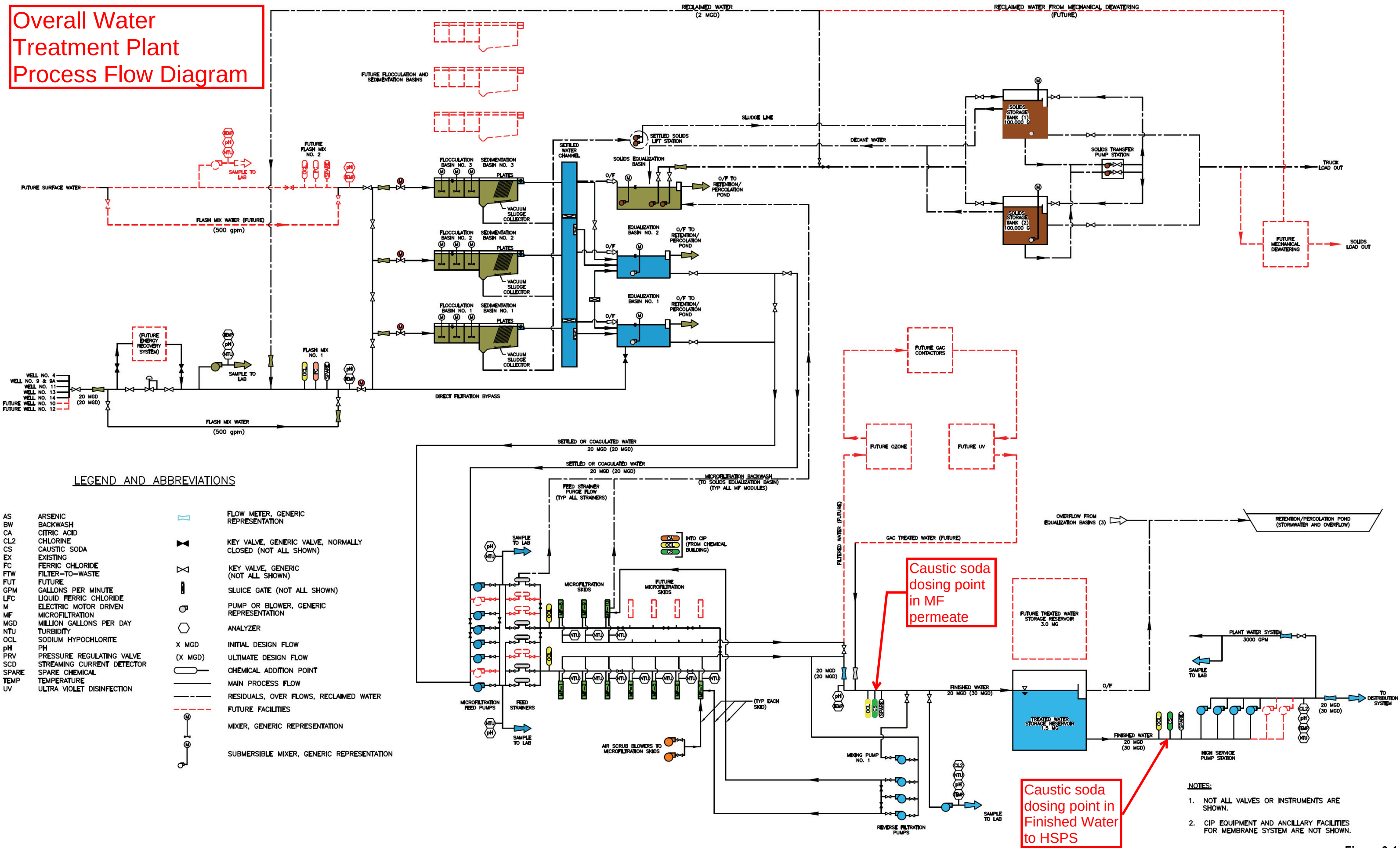
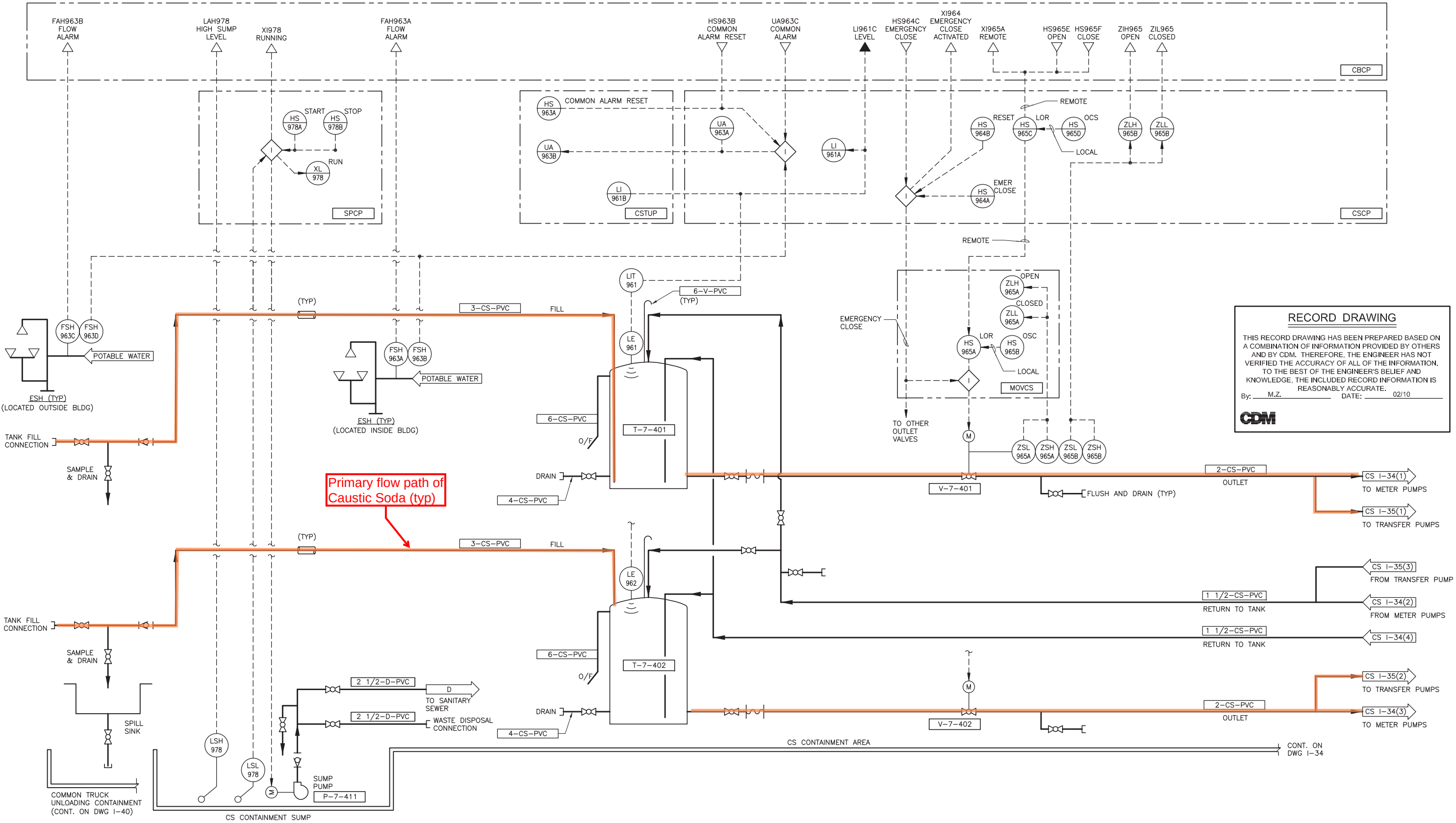


Figure 3-1
Page 3 of 3

Caustic Soda P&ID

TYPICAL OF 2 IDENTICAL STORAGE TANK LEVELS	
EQUIP. NO.	LOOP NOS.
T-7-401	961
T-7-402	962

TYPICAL OF 2 IDENTICAL TANK OUTLET MOVES	
EQUIP. NO.	LOOP NOS.
V-7-401	965
V-7-402	966



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CROSS CHK'D BY: W. O'DONNELL
APPROVED BY: C. LINDQUIST
DATE: AUGUST 2007

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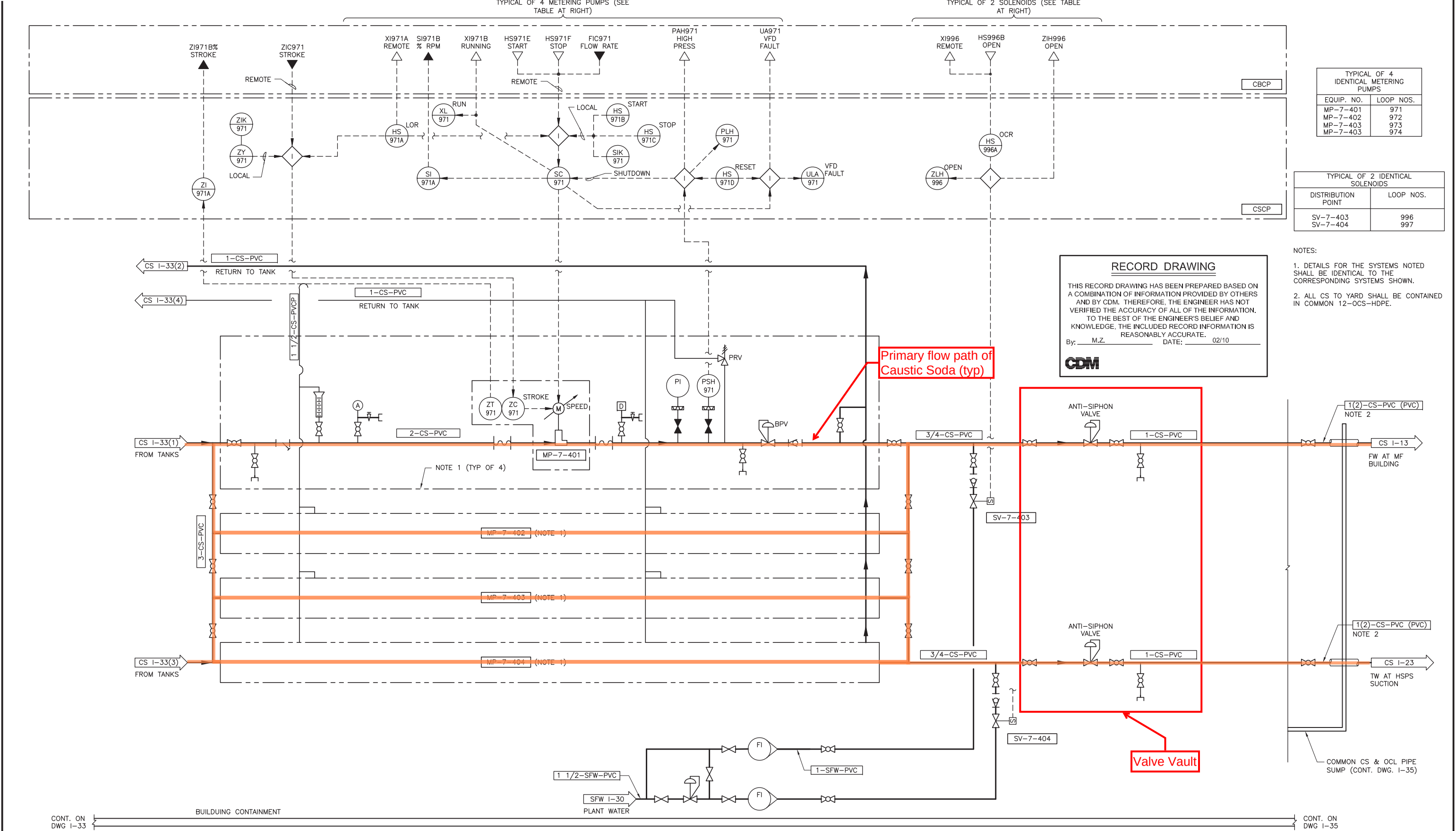
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P&ID
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FILE NAME: 54010_00033.DWG

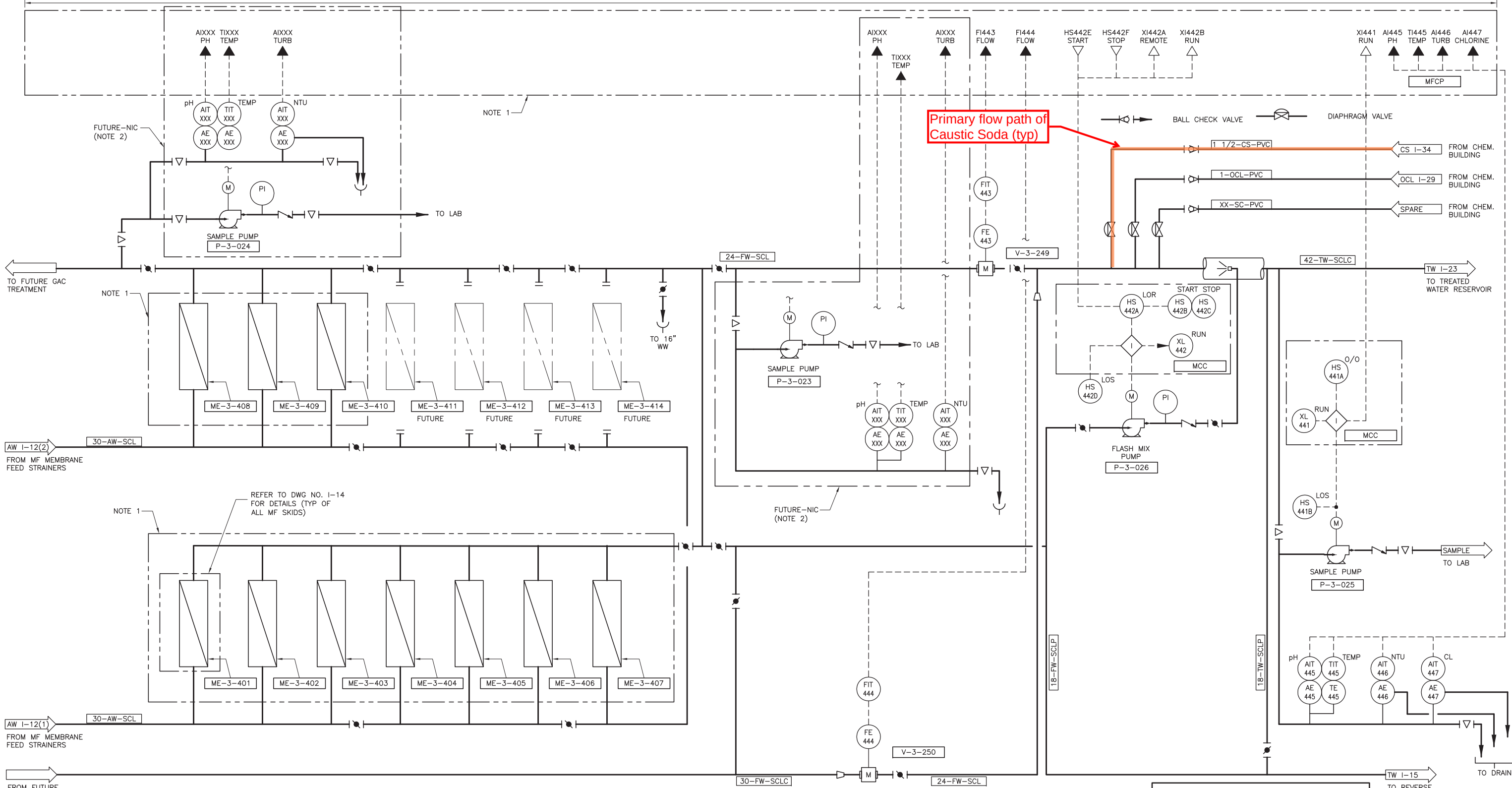
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I-33
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SHEET CHK'D BY: CAL						
CROSS CHK'D BY: W. O'DONNELL						
APPROVED BY: C. LINDQUIST						DRAWING NO. I-34
DATE: AUGUST 2007						325 OF 336

SEE TABLES BELOW FOR QUALITY OF DEVICES



- NOTES:
1. BORDER INDICATES APPROXIMATE LIMITS OF MAJOR EQUIPMENT FURNISHED BY MFSS.
 2. BORDER INDICATES APPROXIMATE LIMITS OF FUTURE EQUIPMENT.

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P&ID
MF SYSTEM MEMBRANE SKID OVERVIEW

PROJECT NO. 37337-54010
FILE NAME: 54010_00013.DWG

DRAWING NO.
I-13
306 OF 336

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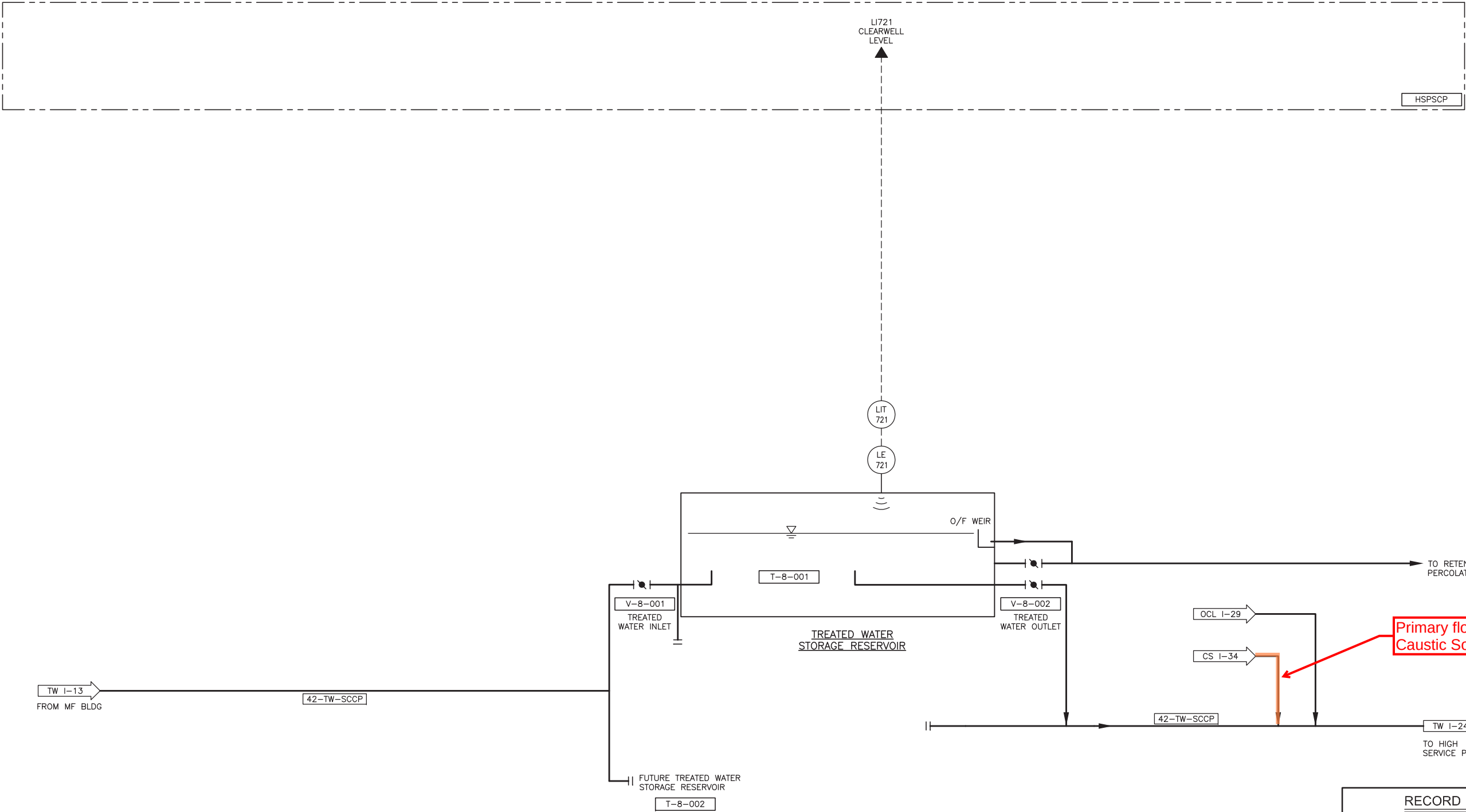
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315 OF 336



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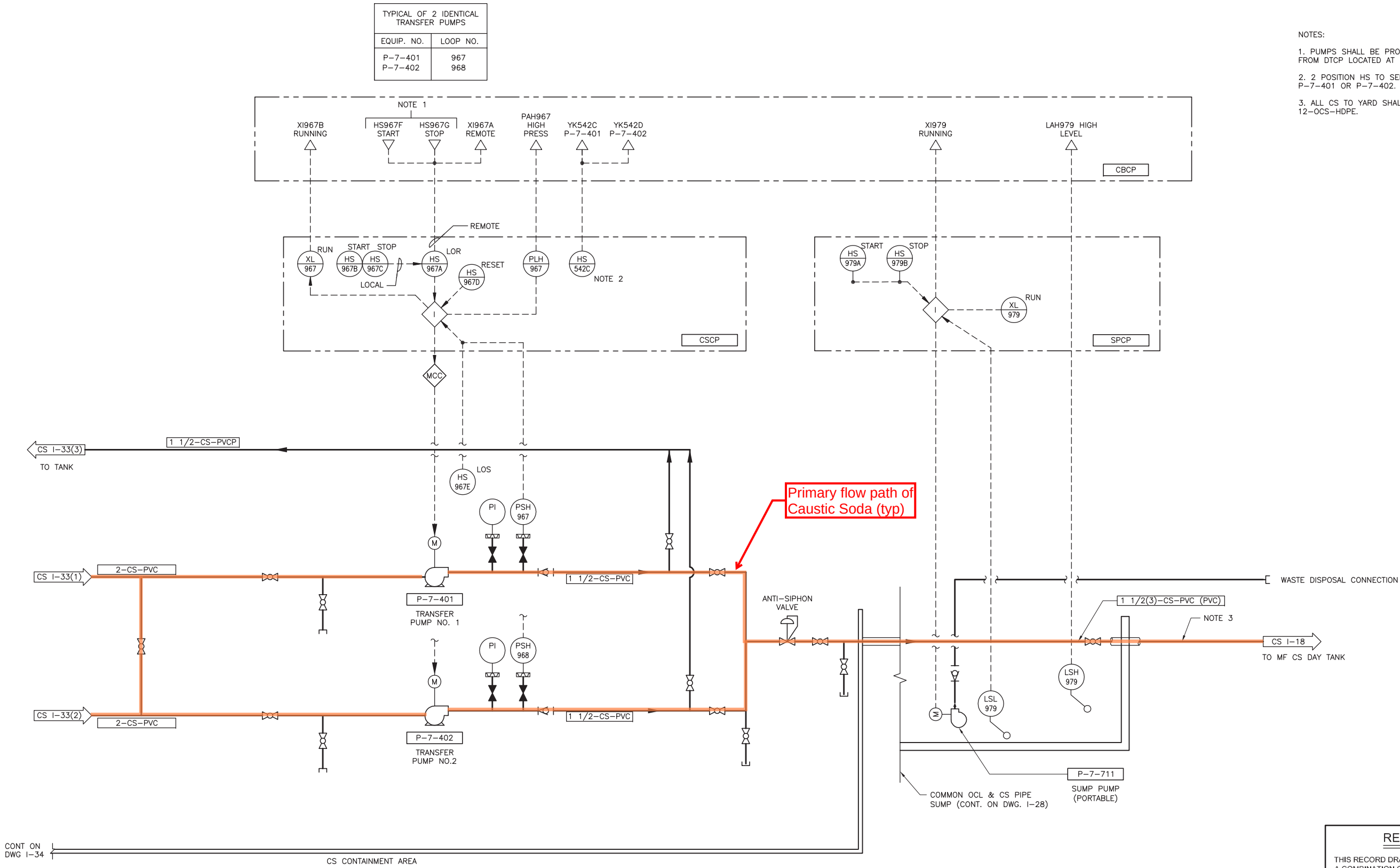
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**P&ID
CAUSTIC SODA SYSTEM (3 OF 3)**

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FILE NAME:	54010_00035.DWG
DRAWING NO.	I-35
326 OF 336	

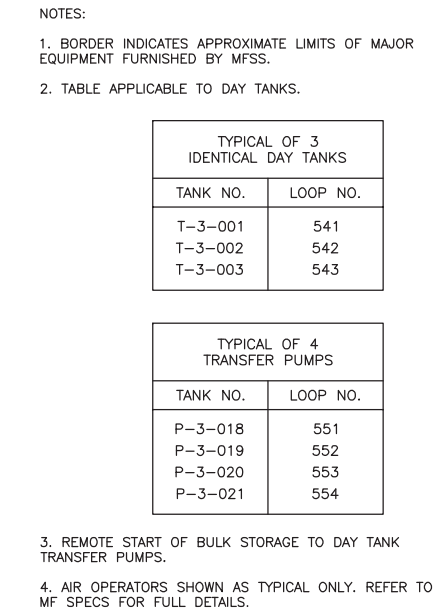


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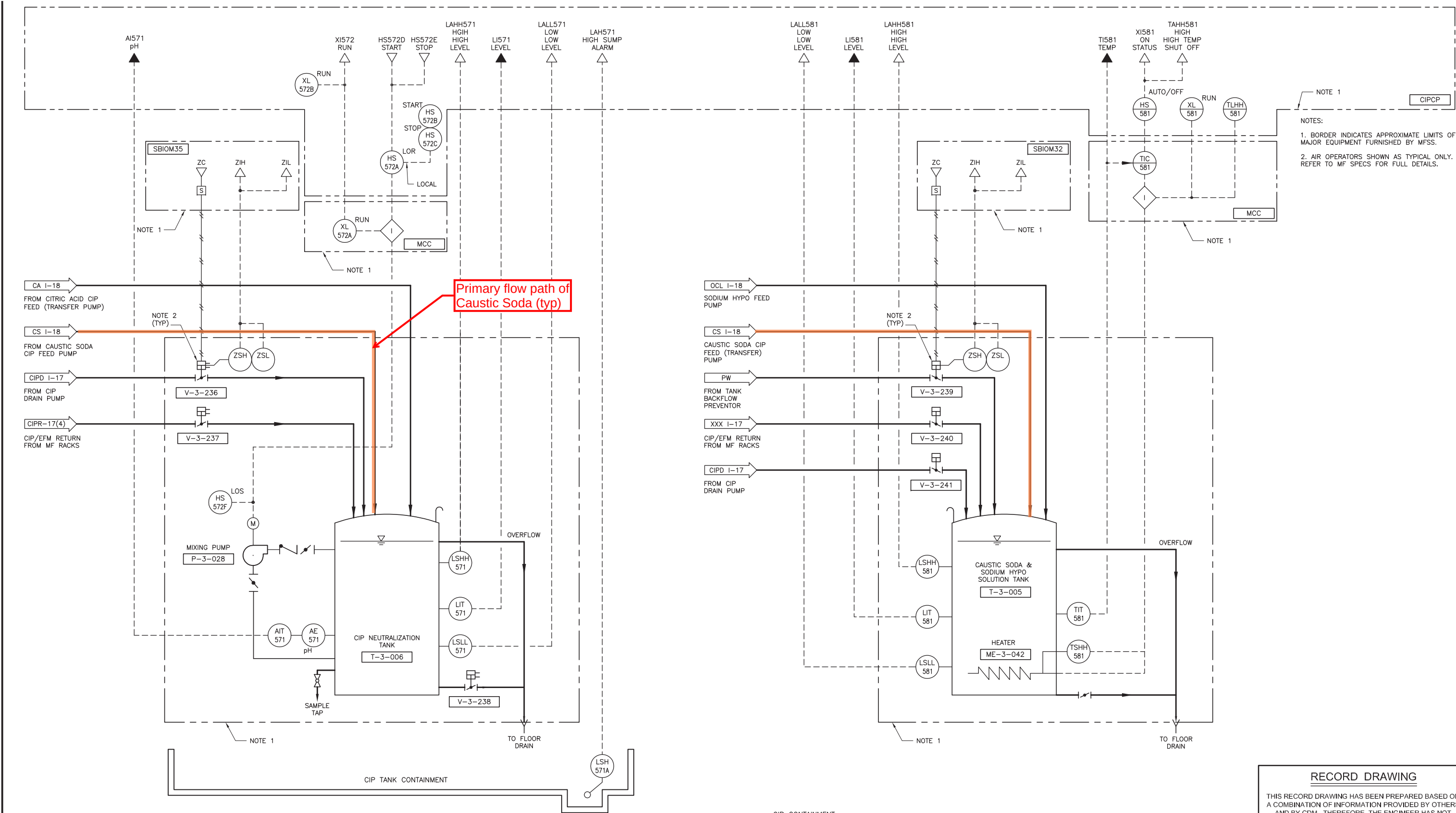
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MF CLEAN-IN-PLACE SYSTEM (3 OF 3)

PROJECT NO. 37337-54010 FILE NAME: 54010_00019.DWG
DRAWING NO. I-19 312 OF 336



APPENDIX B

Caustic System Piping Sections Table





CAUSTIC SODA PIPING SECTIONS

Section ID	Description	Associated Equipment	Approximate Length (ft)	Size (in)	Maximum Flow (gph)
1	Chemical fill station to Bulk Tanks	T-7-401, T-7-402	300	3	-
2	Bulk Tanks to Metering Pumps	T-7-401, T-7-402, M-7-401, M-7-402, M-7-403, M-704	160	2	200
3	Metering Pumps to MF Filtrate dosing point*	M-7-401, M-7-402, M-7-403, M-704	640	1	100
4	Metering Pumps to HSPS Treated Water dosing point*	M-7-401, M-7-402, M-7-403, M-704	950	1	100
5	Metering Pumps return to Bulk Tanks	M-7-401, M-7-402, M-7-403, M-704, T-7-401, T-7-402	80	1	-
6	Bulk Tanks to Transfer Pumps	T-7-401, T-7-402, P-7-401, P-7-402	160	2	840
7	Transfer Pumps to Caustic Day Tank *	P-7-401, P-7-402, T-3-002	700	1.5	840
8	Caustic Day Tank to Caustic Soda CIP Feed Pump	T-3-002, P-3-019	10	0.75	270
9	Caustic Soda CIP Feed Pump to Neutralization Tank	P-3-019, T-3-006	80	0.75	270
10	Caustic Soda CIP Feed Pump to Caustic Soda and Sodium Hypo Solution Tank	P-3-019, T-3-005	50	0.75	-
11	Transfer Pumps return to Bulk Tanks	P-7-401, P-7-402, T-7-401, T-7-402	40	1.5	-

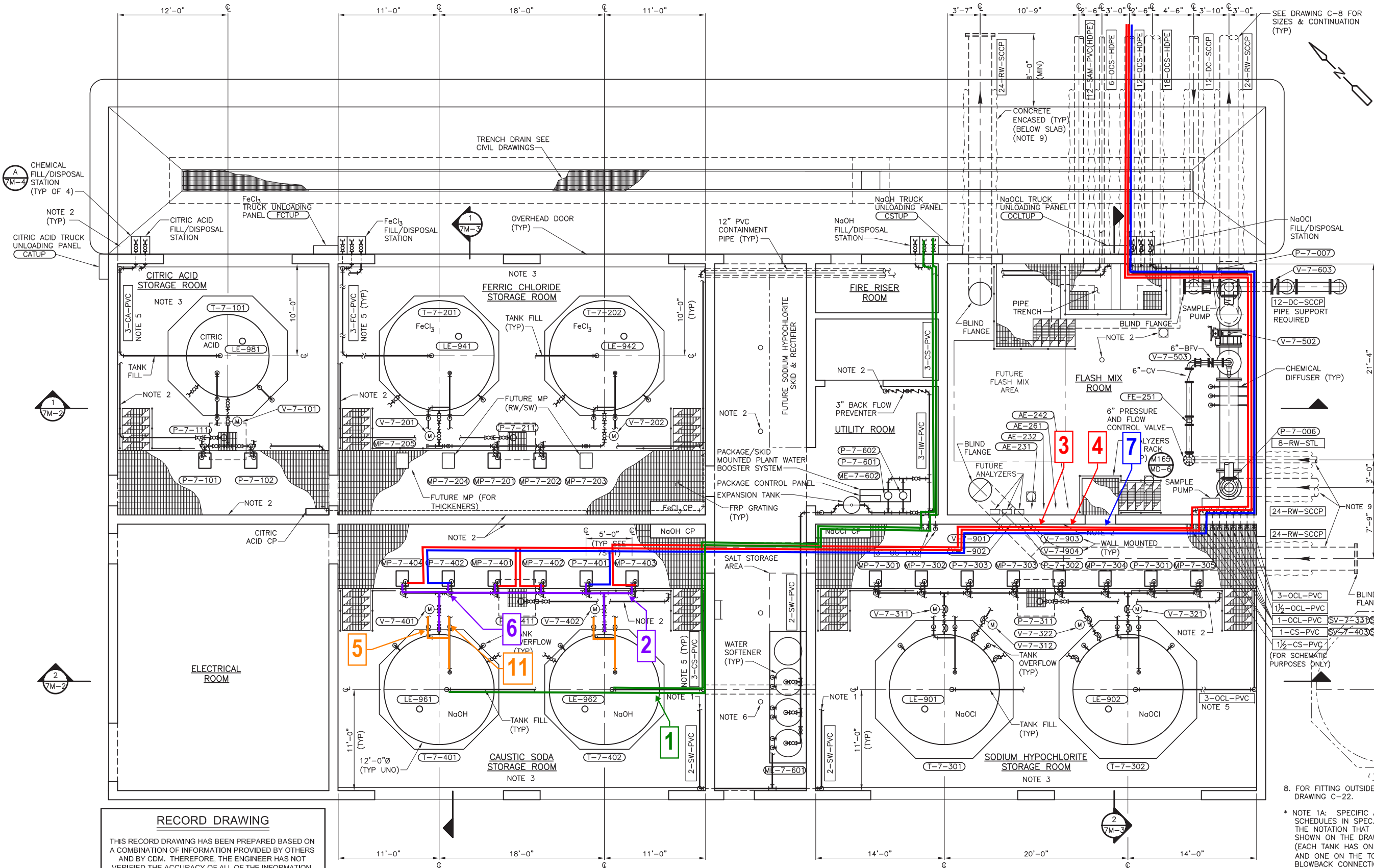
*Portion of this is flexible PVC



APPENDIX C

Caustic System Piping Sections Figure





- NOTES:
- ALL CHEMICAL, SAMPLING, AND SOFTENED WATER PIPING NOT SHOWN FOR CLARITY. SEE P&ID DRAWINGS FOR ADDITIONAL PIPING REQUIREMENTS. *
 - SEE 7P DRAWINGS FOR: EMERGENCY EYEWASH/SHOWERS, FLOOR DRAINS, FLOOR SINKS, HOSE BIBBS, PLANT WATER CONNECTIONS, SUMP PUMP DISCHARGE TO SANITARY SEWERS AND OTHER CONNECTIONS.
 - FOR EACH CHEMICAL AREA, COAT ALL CONCRETE PADS, FLOORS, SUMPS, AND WALLS UP TO THE LEVEL OF GRATING (SEE SPEC 09962).
 - ALL GENERAL NOTES AND GENERAL MECHANICAL NOTES APPLY TO ALL M DRAWINGS, UNO.
 - ALL CHEMICAL PIPING (EXCEPT VENTS AND OVERFLOWS) LOCATED 4 FT OR HIGHER ABOVE FLOORS OR GRATING AND WHERE OTHERWISE NOTED SHALL BE DOUBLE WALLED (1 OUTER CONTAINMENT PIPE, 1 INNER CARRIER PIPE AS CALLED OUT). SLOPE TO DRAIN TO OPEN END OF OUTER PIPE. OUTER PIPE TO BE SAME MATERIAL AND JOINTS AS INNER PIPE UNO.
 - PIPE SOFTENER DRAINAGE TO FLOOR DRAIN W/ AIR GAP.
 - FOR OCL SYSTEMS
 - 1.1 PRESSURE RELIEF VALVES (PRV)
 - IN ADDITION TO PRVS SHOWN: LOCATE PRV @ ALL PIPE HIGH POINTS AND DEAD END SEGMENTS (I.E. PIPE PORTIONS THAT CAN BE ISOLATED BY SHUTOFF OF MANUAL VALVES, CHECK OR BACKPRESSURE VALVES, UNLESS OTHER VENT IN THAT SEGMENT)
 - NOT ALL PRV SHOWN - FIELD LOCATE
 - PIPE PRV DISCHARGES TO BLOWBACK TO TANKS W/ 1" PIPE
 - 7.2 SLOPE PIPE UP TO HIGH POINTS AS REQUIRED
 - 7.3 USE DIAPHRAGM VALVES FOR SHUTOFF IN PLACE OF BALL VALVES SHOWN ON OTHER SYSTEMS

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FOUNDATION / FLOOR LEVEL
PLAN
3/16" = 1'-0"

9. CONC. ENCASUREMENT DET N/SD-2; EXTEND MIN 4 FT OUTSIDE LOADING DOCK & FOOTING - NOTE 1 DET C173/CD-5. SEE ALSO DET C172/CD-5 AND DRAWING C-8.

8. FOR FITTING OUTSIDE THE TRUCK LOADING ZONE, SEE DRAWING C-22.

* NOTE 1A: SPECIFIC ATTENTION IS DIRECTED TO THE TANK SCHEDULES IN SPEC. SECTION 13205 & 13207-ESPECIALLY THE NOTATION THAT THE FOLLOWING TANK ITEMS ARE NOT SHOWN ON THE DRAWINGS FOR CLARITY: ACCESS PORTS (EACH TANK HAS ONE ON THE SIDE AND ONE ON THE TOP) AND THE PRV BLOWBACK CONNECTIONS. THE PRV LINE WILL BE SEPARATE FROM THE RECYCLE LINES GOING BACK TO THE CHEM TANKS. THE LOCATION OF THESE ITEMS WILL BE FINALIZED DURING SHOP DRAWINGS TO ALLOW THE CONTRACTOR FLEXIBILITY IN PIPE ROUTING.

DWG FILE: P:\61973 - Fernley As-Built\06-MECH\54010_07M001.dwg
SAVE DATE: Mar 16, 2010 4:21 PM BY: islasid PLOT DATE: Mar 16, 2010 4:21 PM BY: islas
XREFS: FERNLEY_TB 54010_S_CHEM_LVL1 54010_M_CHEM_LVL1 Record-DWG01c

REV. NO.	DATE	DRWN	CHKD	REMARKS
02-10	DI	GMP		RECORD DRAWING

DESIGNED BY: O'DONNELL/SIMPSON
DRAWN BY: K. SIMPSON
SHEET CHK'D BY: C. FAHLIN
CROSS CHK'D BY: W. O'DONNELL
APPROVED BY: J. SELLBERG
DATE: AUGUST 2007

CDM Camp Dresser & McKee Inc.
consulting engineering construction operations
100 PRINGLE AVENUE, SUITE 300
WALNUT CREEK, CA 94596
Tel (925) 933-2900
Fax (925) 933-4174

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595 SILVER LACE BLVD
FERNLEY, NV 89408
Tel (775) 784-9910

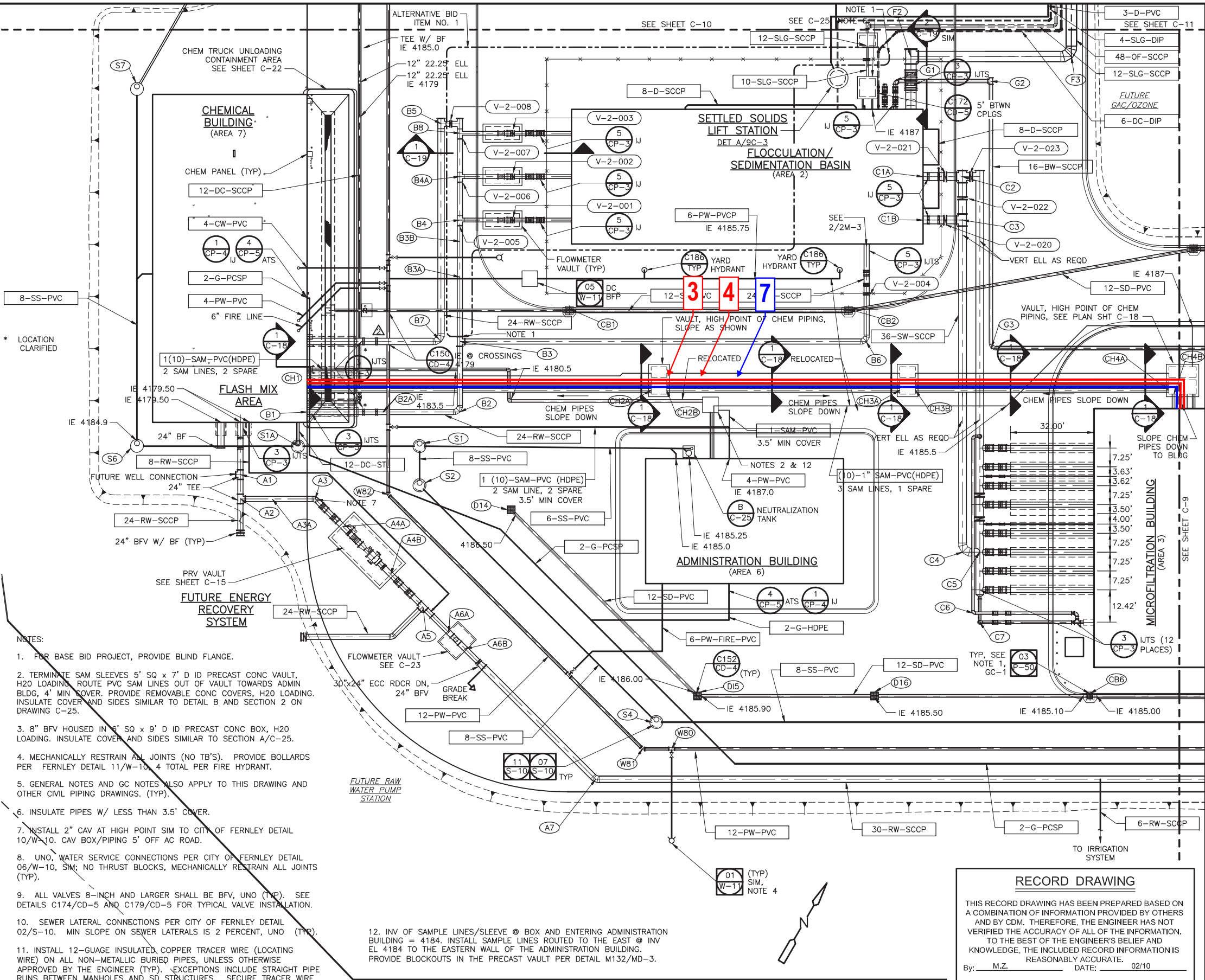
WATER TREATMENT FACILITY
1315 MESA DR
FERNLEY, NV 89408

CHEMICAL BUILDING PLAN

PROJECT NO. 37337-54010
FILE NAME: 54010_07M001.dwg
DRAWING NO. 7M-1
154 OF 336
Page 317 of 324

YARD PIPING DATA TABLE
(FOR STRUCTURE: PIPE AT INSIDE OF WALL)

NO.	DEFLECTION	INVERT ELEVATION	NORTHING	EASTING	NOTES
A1	TEE W/ BF	4179.5	14898273.20	2429348.67	
A2	TEE H	4179.5	14898265.13	2429465.72	ROTATE TEE
A3	45° LT H	4184.0	14898279.51	2429373.53	
A3A	22.5° V	4184.0	14898271.24	2429359.31	
A4A	VAULT	4184.0	14898275.64	2429388.00	
A4B	VAULT	4184.0	14898268.93	2429413.12	
A5	TEE H	4184.0	14898264.44	2429429.95	
A6A	VAULT	4184.0	14898260.81	2429443.55	
A6B	VAULT	4184.0	14898258.48	2429452.25	
A7	45° RT H	4182.0	14898240.21	2429520.63	
B1	INT	4183.0	14898306.86	2429354.08	
B2	90° H	4179.5	14898336.23	2429404.87	ROTATE ELL VERTICALLY
B2A	3.0° V	4182.5	14898321.49	2429379.34	
B3	TEE H	4179.5	14898359.65	2429391.32	ROTATE TEE
B3A	3.78° V	4179.5	14898381.08	2429378.93	
B3B	3.79° V	4180.41	14898392.94	2429372.07	
B4	TEE H	4181.5	14898400.04	2429367.96	
B4A	TEE H	4181.5	14898414.47	2429359.61	
B5	24 TEE W/BF	4181.5	14898428.38	2429343.19	
B6	90° H	4181.0	14898437.84	2429526.51	ROTATE ELL VERTICALLY
B7	90° H	4182.0	14898356.05	2429385.03	ROTATE ELL VERTICALLY
B8	TEE	4181.5	14898428.90	2429351.27	
C1A	INT	4173.5	14898503.51	2429513.55	
C1B	INT	4173.5	14898489.08	2429521.90	
C2	TEE	4173.5	14898511.08	2429526.65	
C3	TEE	4173.5	14898496.66	2429534.99	
C4	90° H	4166.5	14898386.23	2429598.86	
C5	TEE	4166.5	14898389.56	2429604.61	
C6	90° H	4186.0	14898367.47	2429614.06	
C7	90° H	4186.0	14898366.26	2429618.04	
F2	TEE	4182.5	14898541.08	2429486.42	
F3	90° H	4182.44	14898571.93	2429539.75	
G1	90° H	4178.5	14898529.94	2429485.93	
G2	90° H	4178.5	14898546.36	2429517.74	
G3	90° H	4178.5	14898459.56	2429569.10	
W80	TEE	4186.5	14898264.97	2429540.00	
W81	45° H	4186.5	14898259.37	2429530.32	
W82	45° H	4186.5	14898294.99	2429396.95	
CH1	⊙ WALL	4183.0			
CH2A	VAULT	4184.0	14898380.21	2429464.26	
CH2B	VAULT	4184.0	14898383.22	2429469.46	
CH3A	VAULT	4183.50	14898428.02	2429546.90	
CH3B	VAULT	4183.50	14898431.02	2429552.10	
CH4A	VAULT	4185.00	14898479.73	2429636.32	
CH4B	VAULT	4185.00	14898479.44	2429638.80	
S1	X	8" IN 4182.70 8" OUT 4182.60 6" IN 4182.70	14898317.11	2429398.02	
S1A	X	8" IN 4183.3 8" OUT 4183.2	14898293.75	2429357.62	
S2	X	8" IN 4182.4 8" OUT 4181.92	14898304.08	2429405.56	
S4	X	8" IN 4180.67 8" OUT 4180.57	14898270.90	2429529.78	
S6	X	8" IN 4184.10 8" OUT 4184.00	14898262.90	2429304.07	
S7	X	8" IN 4185.9 8" OUT 4185.8	14898381.56	2429235.44	
CB1	X	12" IN 4185.20 12" OUT 4185.10	14898391.56	2429421.44	
CB2	X	12" IN 4184.72 12" OUT 4184.62	14898445.16	2429514.21	
DI5	X	12" IN 4186.00 12" OUT 4185.90	14898287.47	2429538.46	
CB6	X	12" IN 4185.10 12" OUT 4185.00	14898363.78	2429668.47	



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By: M.Z. DATE: 02/10

CDM

DESIGNED BY: J. SELLBERG
DRAWN BY: C. ANDERSON
SHEET CHK'D BY: J. SELLBERG
CROSS CHK'D BY: W. O'DONNELL
APPROVED BY: J. SELLBERG
DATE: AUGUST 2007

CDM
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FERNLEY, NV 89408
Tel (775) 784-9910

PROJECT NO. 37337-54010
FILE NAME: 54010_00c008.dwg
DRAWING NO. C-8
20 OF 336

DWG FILE: P:\61973 - Fernley As-Built\02-CIVIL\54010_00c008.dwg
SAVE DATE: Mar 11, 2010 4:21 PM BY: jslsjd
PLOT DATE: Mar 11, 2010 4:21 PM BY: jslsjd



1. REFER TO SPECIFICATION SECTION 11131 - MICROFILTRATION SYSTEM FOR A LIST OF THE PNEUMATICALLY ACTUATED AND SOLENOID VALVES AT AND NEAR EACH OF THE MICROFILTRATION SKIDS. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING, AND TESTING AIR LINES, WIRES, AND CONDUIT TO ALL VALVES AND OTHER EQUIPMENT AND DEVICES.
2. REFER TO THE PLUMBING DRAWINGS FOR ADDITIONAL PLANT WATER AND DRAINAGE PIPING REQUIREMENTS.
3. ALL A/VRV AND ARV EXHAUST AND DRAIN LINES SHALL BE ROUTED TO A FLOOR DRAIN.

4. REFER TO SPECIFICATION SECTION 11311-MICROFILTRATION SYSTEM FOR A DESCRIPTION OF EQUIPMENT, MATERIALS, AND SERVICES TO BE PROVIDED BY THE MICROFILTRATION SYSTEM SUPPLIER (MFSS).
5. NOT ALL CHEMICAL, SAMPLING, AND OTHER SMALL PIPING MAY BE SHOWN ON THESE SHEETS, FOR CLARITY, REFER TO PARTIAL PLANS, SECTIONS AND P&ID's FOR REQUIRED APPURTENANCES. FIELD ROUTE AS ACCEPTABLE TO THE ENGINEER.

$$\frac{1}{8}'' = 1'-0''$$
$$\frac{1}{8}'' = 1'-0''$$

6. ALL CHEMICAL PIPING LOCATED 4 FEET OR HIGHER ABOVE THE FINISHED FLOOR (OR GRATING) ELEVATIONS, AND WHERE OTHERWISE NOTED:

- 6.1 SHALL BE DOUBLE WALL (INNER CARRIER PIPE AND OUTER CONTAINMENT PIPE) - UNLESS NOTED OUTER WALL PIPE MATERIAL SHALL BE THE SAME AS THE CARRIER PIPE. NOT ALL DOUBLE WALL MAY BE SHOWN FOR CLARITY (INCLUDING ON P&ID).

- 6.2 SHALL SLOPE TO DRAIN TOWARDS THE OPEN END OF THE CONTAINMENT PIPE. OPEN END OF CONTAINMENT PIPE SHALL BE LOCATED AT APPROXIMATELY 4 FEET ABOVE THE FINISHED FLOOR AND GRATING, IN A PLACE WHERE VISUAL OBSERVATION OF LEAKS (OF THE INNER PIPE) MAY TAKE PLACE FIELD ROUTE AS ACCEPTABLE TO ENGINEER.

RECORD DRAWING

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By: M.Z. DATE: 02/10

CDM

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△	02-10	DI	GMP	RECORD DRAWING
REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: D. PRICE
DRAWN BY: S. RICE
SHEET CHK'D BY: R. CHALMERS
CROSS CHK'D BY: W. O'DONNELL
APPROVED BY: R. CHALMERS
DATE: AUGUST 2007

CDM Camp Dresser & McKee Inc.
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WATER TREATMENT FACILITY

1315 MESA DR
FERNLEY, NV 89408

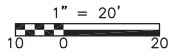
MICROFILTRATION BUILDING
PLAN

PROJECT NO. 37337-54010
FILE NAME: 54010_03M001.dwg

DRAWING NO.

3M-1

142 OF 336



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TO THE BEST OF THE ENGINEER'S BELIEF AND
KNOWLEDGE, THE INCLUDED RECORD INFORMATION IS
REASONABLY ACCURATE.

By: _____ M.Z. _____ DATE: _____ 02/10 _____

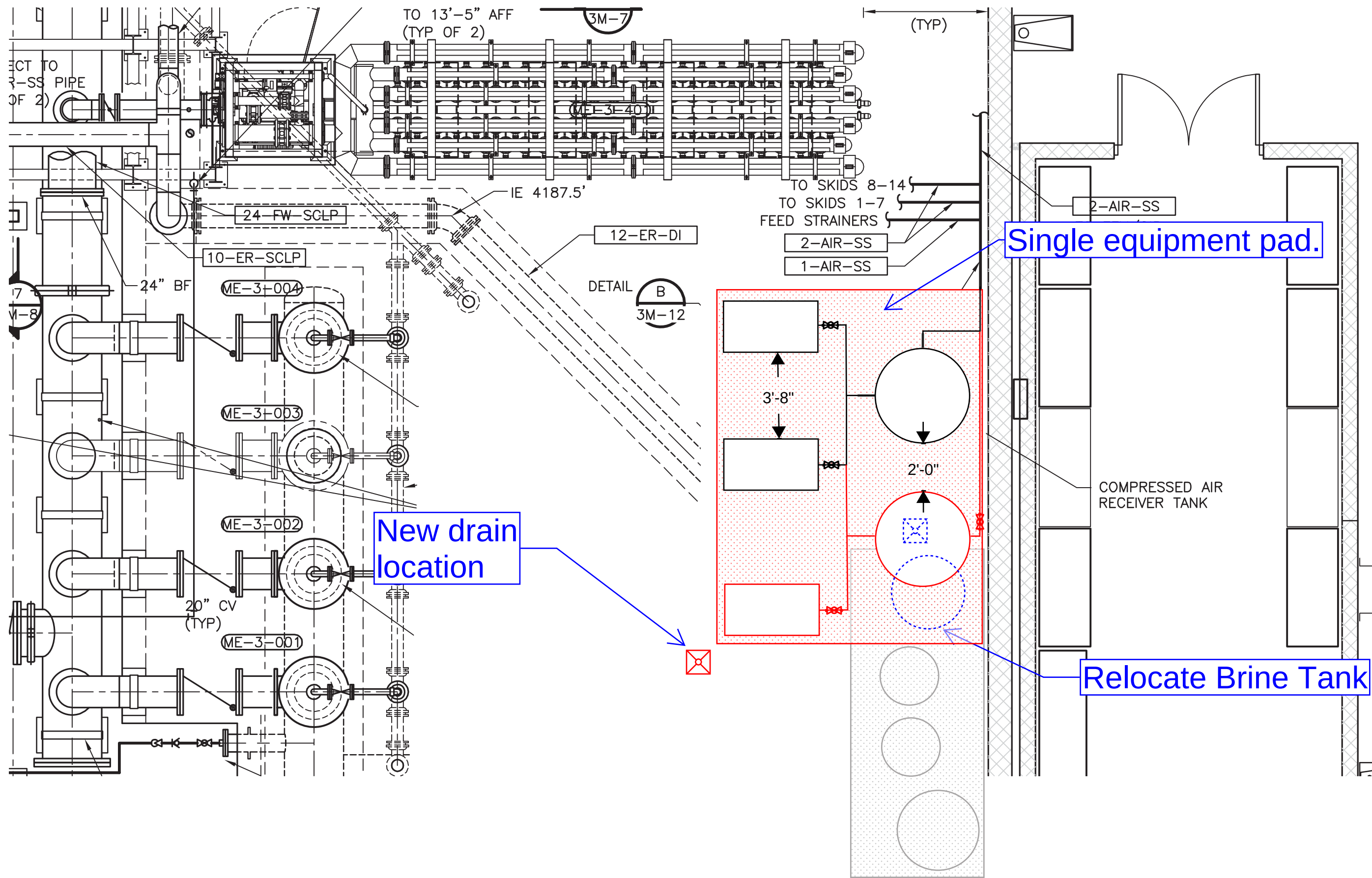
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APPENDIX D

Compressed Air Layout Figure





NOT FOR CONSTRUCTION

NO.	REVISIONS	DATE

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FERNLEY WTP CAUSTIC AND AIR
SYSTEM IMPROVEMENTS
COMPRESSED AIR CONFIGURATION -
DUAL TANK

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1-1/2 Inches	
PROJECT NO.	PAGE
SHEET NO.	



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 6, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Robert Carson, Finance Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

Presentation and discussion regarding the City's quarterly financial report.

AGENDA ITEM BRIEF:

Quarterly financials as of March 31, 2025

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Quarterly financial information is required to be provided to the department of taxation, posted on the City's website and posted in a newspaper of general circulation within 45 days of the end of the quarter. The quarterly economic survey has been submitted to the Department of Taxation and the required financial

information has been posted as required for the period ending June 30, 2025.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 244.225, 268.030, 354.210, 354.6015

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None