



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, June 15, 2022 • 5:00 PM

Mayor
Roy Edgington

City Council
Ward 1 - Raymond Lacy
Ward 2 - Felicity Zoberski
Ward 3 - Stan Lau
Ward 4 - Albert Torres
Ward 5 - Fran McKay

City Manager
Patrick Marsh - Acting

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 found at <https://www.cityoffernley.org/forms>, 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. Roll Call

1.2. Public Forum

1.3. (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 Business Licenses

2.3. (Possible Action) Approval of Minutes

2.4. Possible Action to Approve a contract between the City of Fernley and SoSu.TV for video production services in the amount of \$13,000.00 from July 1, 2022 to June 30, 2023.

2.5. Possible Action to Approve a contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services in the amount not to exceed \$2,250 a month for FY2022/2023; in addition to using contingency funds for fiscal year 2023.

2.6. Possible Action to Approve the renewal of the City's accounting and ERP software package with Caselle, Inc. for FY2022-2023 in the amount not to exceed \$35,815.00.

2.7. Possible Action to Approve renewal contract with OpenGov Inc. for OpenGov Operating & Capital Budget, Enterprise Integration & Citizen Services. Permitting. Licensing & Code Enforcement Level 1 Reporting and Analysis software subscription, in an amount not to exceed \$26,205.55.

2.8. Possible Action to approve a settlement agreement in Lansing v. City of Fernley; Case No. 21-CV-00255 Third Judicial District Court.

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. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. Possible Action and Presentation and adoption of Resolution 22-016, providing for the transfer of the City's 2022 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.

6. ORDINANCES

6.1. A. Discussion and possible action to Adopt Bill #311, an ordinance amending the City of Fernley municipal code Chapter 2 in various sections, including, but not limited to section 2.02.02 appointment and salary of the city manager (residency and hiring resolution); and Section 2.02.03 removal of the city manager.

B. Discussion and possible action regarding the recruitment of the City Manager position, including, but not limited to, job description, ordinances, job title, organizational chart, etc.

7. STAFF REPORTS

- 7.1. Possible action For City Council to direct staff to move forward with the bidding and construction phase of the Re-Roofing Project at the Fernley-Lassen Train Depot using the roofing materials chosen by council.**
- 7.2. Possible action to approve an agreement between the City of Fernley and Lyon County to receive \$300,000.00 in ARPA funds on a reimbursement basis to fund the Community Response and Resource Center within the period from July 7, 2022 through December 31, 2026; with the construction contract being entered into by December 31, 2024.**
- 7.3. Possible Action to approve a Letter of Intent to enter into a lease agreement with the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response and Resource Center once constructed.**

8. RESOLUTIONS

- 8.1. Possible Action to adopt Resolution 22-002, which will increase the fees for using a credit card to \$3.00 per transaction for utility customers, and 4% for all other general service transactions, increase notary service fees; and remove outdated media types, extraordinary use of employee's time, municipal court fees and photocopying fees for Fernley Municipal Code books.**

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: July 6, 2022 @ 5 PM

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 request 5	US50/95 sewer reconstruction construction services	05/19/2022	24,345.00		520-166100 Construction In Progress	522
304	A & K EARTH MOVERS, INC.	REQ #1	GREEN VALLEY PARK CONSTR SVC	05/31/2022	116,706.55		230-575-730 Improve other than Buildings	522
Total 304:					141,051.55			
ADAPCO, INC								
1751	ADAPCO, INC	131420	pellets for helicopter drop. mosquito abatement	05/12/2022	5,450.00	06/02/2022	100-528-617 Supplies-Chemical	522
1751	ADAPCO, INC	131421	pellets for helicopter drop.	05/19/2022	5,412.00	06/02/2022	100-528-617 Supplies-Chemical	522
Total 1751:					10,862.00			
AECOM TECHNICAL SERVICES, INC.								
8633	AECOM TECHNICAL SERVICES, INC.	2000626951	Surface water conveyance and canal takeout construction ins	05/23/2022	42,700.00		510-166100 Construction In Progress	522
Total 8633:					42,700.00			
AFLAC								
5690	AFLAC	469940	SUPPLEMENTAL INSURANCE	05/25/2022	353.60	06/02/2022	100-217400 AFLAC Insurance Payable	522
Total 5690:					353.60			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202205A-FMC	Spanish interpreting 5/23/2022	05/25/2022	140.00	06/02/2022	100-425-330 PROF SERV-INTERPRETER	522
Total 8498:					140.00			
ALL ABOUT WINDOW TINTING								
8896	ALL ABOUT WINDOW TINTING	1375	Jacob Truck Tint	05/23/2022	150.00	06/02/2022	520-810-610 Supplies-Automotive	522
8896	ALL ABOUT WINDOW TINTING	1376	Jeremy Work Truck Tint	05/31/2022	150.00	06/02/2022	520-810-610 Supplies-Automotive	522
Total 8896:					300.00			
ARAMARK								
1895	ARAMARK	2591029246	mat service	05/19/2022	69.33	06/02/2022	520-810-614 Supplies-Plant/Shop/Maint	522
1895	ARAMARK	2591035273	mats	06/02/2022	159.58		100-475-614 Supplies-Plant/Shop/Maint	622
1895	ARAMARK	5980002759	Shop - WD Pants Service	05/23/2022	49.57	06/02/2022	510-810-614 Supplies-Plant/Shop/Maint	522
1895	ARAMARK	5980002763	shirt contract	05/23/2022	45.31	06/02/2022	100-480-600 GENERAL SUPPLIES/TOOLS	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1895	ARAMARK	5980002766	uniforms	05/23/2022	43.32	06/02/2022	100-475-616 Supplies-Safety	522
1895	ARAMARK	5980004311	Shop - WD Pants Service	05/30/2022	54.97		510-810-614 Supplies-Plant/Shop/Maint	522
1895	ARAMARK	5980004312	SHIRTS CONTRACT	05/30/2022	47.49		100-480-600 GENERAL SUPPLIES/TOOLS	522
1895	ARAMARK	5980004313	uniforms	05/30/2022	47.67		100-475-616 Supplies-Safety	522
Total 1895:					517.24			
AT&T								
13	AT&T	28574 MAY 22	131 252-7192 857 4	05/02/2022	160.00	05/24/2022	100-417-530 Communications (Internet,Cell)	522
13	AT&T	96145 MAY 22	131 252-8129 614 5	05/02/2022	230.00	05/24/2022	100-417-530 Communications (Internet,Cell)	522
Total 13:					390.00			
ATKINS NORTH AMERICA, INC								
8853	ATKINS NORTH AMERICA, INC	1972314	Easement acquisition and title coordination	05/23/2022	4,645.98		100-475-745 RTC REIMBURSABLE EXPENDI	522
Total 8853:					4,645.98			
ATLAS COPCO USA HOLDINGS INC								
5884	ATLAS COPCO USA HOLDINGS INC	1122051493	Compressor maintenance	05/23/2022	4,568.76	06/02/2022	510-840-430 Service-Repair and Maintenance	522
Total 5884:					4,568.76			
BATTLE BORN VENTURES, LLC								
7438	BATTLE BORN VENTURES, LLC	2022_55	boundry lines for two ponds	06/01/2022	2,500.00	06/02/2022	100-475-342 Tech Services-Other	622
Total 7438:					2,500.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	14469/5	Pic hangers/super glue	05/17/2022	16.98	06/02/2022	100-418-600 General Supplies	522
20	BIG R OF FERNLEY	14511/5	irrigation	05/24/2022	33.50	06/02/2022	100-575-600 General Supplies	522
20	BIG R OF FERNLEY	14519/5	irrigation	05/25/2022	36.04	06/02/2022	100-575-600 General Supplies	522
20	BIG R OF FERNLEY	14523/5	cable car charger gas valve	05/25/2022	36.77		100-575-600 General Supplies	522
20	BIG R OF FERNLEY	14524/5	Bolt & Nuts	05/25/2022	11.11		520-810-600 General Supplies	522
20	BIG R OF FERNLEY	14539/5	irrigation	05/27/2022	41.18		100-575-600 General Supplies	522
20	BIG R OF FERNLEY	14565/5	tape and marking paint	06/02/2022	76.33		100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14576/5	irrigation	06/03/2022	120.91		100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14578/5	oil dry	06/03/2022	33.28		100-475-600 General Supplies	622
20	BIG R OF FERNLEY	14590/5	24D weed spray	06/06/2022	339.96		100-475-617 Supplies-Chemical	622
20	BIG R OF FERNLEY	14594/5	paint remover	06/06/2022	17.98		100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14595/5	garden hose	06/06/2022	49.95		100-575-600 General Supplies	622
Total 20:					813.99			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	60122-1	Employee nameplate	06/02/2022	27.40		100-529-601 OFFICE SUPPLIES	622
Total 6970:					27.40			
BUILDING CONTROL SERVICES, INC								
7173	BUILDING CONTROL SERVICES, INC	21726-4	HVAC Services	02/14/2022	1,599.71	06/02/2022	510-840-424 Contract Services-HVAC	222
Total 7173:					1,599.71			
CALIFORNIA STATE CONTROLLERS OFFICE								
8839	CALIFORNIA STATE CONTROLLERS OFFICE	6/2022	Unclaimed Property Remittance to CA	06/01/2022	306.42	06/02/2022	510-228201 Unclaimed Deposit Refund Check	622
Total 8839:					306.42			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	X533897	WD 2TB CAVIAR BLUE 256MB 3.5IN	05/19/2022	135.72	06/02/2022	100-418-605 Minor Equipment	522
27	CDW GOVERNMENT INC.	X538662	WD 3TB BLUE PC INTERNAL HARD DRIVE	05/20/2022	166.80	06/02/2022	100-418-605 Minor Equipment	522
Total 27:					302.52			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAY 2022	Water-CC Processing Fees 6181757	05/31/2022	2,896.22	05/31/2022	510-810-609 Credit Card Fees	522
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAY 2022	Sewer-CC Processing Fees 6181757	05/31/2022	2,896.21	05/31/2022	520-810-609 Credit Card Fees	522
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAY 2022	Finance-Cc Processing Fees 6291057	05/31/2022	894.30	05/31/2022	100-415-609 Credit Card Fees - Govt Svcs	522
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAY 2022	finance-cc processing fees 6291058	05/31/2022	68.09	05/31/2022	100-415-609 Credit Card Fees - Govt Svcs	522
Total 8637:					6,754.82			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340601092	E3103934 SUPPLEMENTAL INSURANC	06/01/2022	192.68	06/02/2022	100-218000 COLONIAL INSURANCE PAYABL	622
Total 3520:					192.68			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	Inv 110089	Reimbursables CRRC	04/30/2022	156.78		220-480-810 ARPA	422
Total 8889:					156.78			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	1042000314	REIMB POKER WALK SUPPLIES 6/10/22	06/01/2022	49.05	06/02/2022	100-412-650 Community Support	622
8639	EMPLOYEES, CITY OF FERNLEY	2022 MAY	REIMB MILEAGE; PERMIT TECH TRAINING 5/18/22 RENO	05/18/2022	40.60	06/02/2022	100-605-580 Training	522
8639	EMPLOYEES, CITY OF FERNLEY	5/18-19	REIM MEALS, HOTEL NVCMA 2022 CONF	05/23/2022	241.75		100-413-580 Training	522
8639	EMPLOYEES, CITY OF FERNLEY	5/18-19	REIMB LUNCH W/DEV SVC COORD	05/23/2022	39.69		100-413-580 Training	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8639	EMPLOYEES, CITY OF FERNLEY	JUN 22	REIMB CERT POSTAGE	06/03/2022	13.65		100-413-550 Printing and Postage	622
Total 8639:					384.74			
Fast Glass								
798	Fast Glass	IFA059519	replace broken window at the depot	05/19/2022	120.00	06/02/2022	100-417-420 Contract Services	522
Total 798:					120.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - PARKS	04/30/2022	572.07	06/02/2022	100-575-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - VECTOR	04/30/2022	25.00	06/02/2022	100-528-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - WATER DIST	04/30/2022	1,736.54	06/02/2022	510-810-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - SEWER	04/30/2022	1,458.74	06/02/2022	520-810-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - STREETS	04/30/2022	1,144.27	06/02/2022	100-475-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - ANIMAL CONTROL	04/30/2022	485.90	06/02/2022	100-525-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - CDD BUILDING	04/30/2022	243.27	06/02/2022	100-605-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - FACILITIES	04/30/2022	313.62	06/02/2022	100-417-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2986417	GASOLINE - ENGINEERING	04/30/2022	26.58	06/02/2022	100-529-626 Gasoline	422
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - FLEET	05/15/2022	75.88	06/02/2022	100-480-626 GASOLINE	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - COURT	05/15/2022	132.25	06/02/2022	100-425-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - SEWER	05/15/2022	1,186.64	06/02/2022	520-810-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - STREETS	05/15/2022	893.04	06/02/2022	100-475-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - ANIMAL CONTROL	05/15/2022	283.06	06/02/2022	100-525-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - CDD BUILDING	05/15/2022	165.67	06/02/2022	100-605-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - FACILITIES	05/15/2022	348.45	06/02/2022	100-417-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - WTP	05/15/2022	2.99	06/02/2022	510-840-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - PARKS	05/15/2022	635.60	06/02/2022	100-575-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - VECTOR	05/15/2022	24.72	06/02/2022	100-528-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-2998597	GASOLINE - WATER DIST	05/15/2022	1,907.97	06/02/2022	510-810-626 Gasoline	522
Total 18:					11,662.26			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2238943	cold mix	05/19/2022	732.68	06/02/2022	100-475-600 General Supplies	522
64	GRANITE CONSTRUCTION CO	2244376	hot mix for Jaspar In.	05/26/2022	522.99		100-475-600 General Supplies	522
Total 64:					1,255.67			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-012	3721P GROUP HEALTH INSURANCE	06/01/2022	74,878.70	06/02/2022	100-217000 HEALTH INSURANCE PAYABLE	622
Total 4842:					74,878.70			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
IBEW Local 1245									
83	IBEW Local 1245	JUN 2022-1	UNION DUES, ONE HALF OF MONTH	06/03/2022	804.28	06/03/2022	100-219900	OTHER PAYROLL PAYABLES	622
83	IBEW Local 1245	MAY 2022-2	UNION DUES, ONE HALF OF MONTH	05/20/2022	836.09	05/20/2022	100-219900	OTHER PAYROLL PAYABLES	522
Total 83:					1,640.37				
INTERNAL REVENUE SERVICE									
7879	INTERNAL REVENUE SERVICE	JUN 2022-1	FICA TAX PAYABLE, PAYROLL	06/03/2022	276.64	06/03/2022	100-211000	FICA PAYABLE	622
7879	INTERNAL REVENUE SERVICE	JUN 2022-1	MED TAX PAYABLE, PAYROLL	06/03/2022	5,087.86	06/03/2022	100-211000	FICA PAYABLE	622
7879	INTERNAL REVENUE SERVICE	JUN 2022-1	W/HOLD TAX PAYABLE, PAYROLL	06/03/2022	18,348.80	06/03/2022	100-212000	FEDERAL WITHHOLDING PAYAB	622
7879	INTERNAL REVENUE SERVICE	MAY 2022-2	FICA TAX PAYABLE, PAYROLL	05/20/2022	275.58	05/20/2022	100-211000	FICA PAYABLE	522
7879	INTERNAL REVENUE SERVICE	MAY 2022-2	MED TAX PAYABLE, PAYROLL	05/20/2022	6,219.48	05/20/2022	100-211000	FICA PAYABLE	522
7879	INTERNAL REVENUE SERVICE	MAY 2022-2	W/HOLD TAX PAYABLE, PAYROLL	05/20/2022	27,598.42	05/20/2022	100-212000	FEDERAL WITHHOLDING PAYAB	522
Total 7879:					57,806.78				
INTERSTATE BATTERIES OF THE SIERRAS									
86	INTERSTATE BATTERIES OF THE SIERRAS	40090314	BATTERY FOR STREETS ROLLER	06/02/2022	141.95		100-475-430	Service-Repair and Maintenance	622
Total 86:					141.95				
JCG TECHNOLOGIES									
5871	JCG TECHNOLOGIES	8512	Liberty Recording	06/01/2022	450.00		100-416-420	Contract Services	622
Total 5871:					450.00				
JENSEN PRECAST									
3031	JENSEN PRECAST	CD99154954	cast iron Lids for replacement as needed.	06/01/2022	784.00		100-475-600	General Supplies	622
Total 3031:					784.00				
KIMLEY-HORN AND ASSOCIATES, INC.									
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100003-0122	Red Rock Road engineeeing services	04/28/2022	3,901.37		100-475-745	RTC REIMBURSABLE EXPENDI	422
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100003-0222	Red Rock Road engineering services	04/28/2022	5,242.50		100-475-745	RTC REIMBURSABLE EXPENDI	422
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100003-0322	Red Rock road technical memo	03/31/2022	1,820.00		100-475-745	RTC REIMBURSABLE EXPENDI	322
8715	KIMLEY-HORN AND ASSOCIATES, INC.	20691873	Access management policy draft report	01/31/2022	1,552.50		100-475-320	Prof Serv-Engineering	122
8715	KIMLEY-HORN AND ASSOCIATES, INC.	21151028	Access management policy engineering services	04/28/2022	2,600.00		100-475-320	Prof Serv-Engineering	422
Total 8715:					15,116.37				
KONICA MINOLTA BUSINESS									
3811	KONICA MINOLTA BUSINESS	76193453	CAO	04/26/2022	541.48	05/21/2022	100-414-550	Printing and Postage	422
3811	KONICA MINOLTA BUSINESS	76193453	FMC	04/26/2022	527.87	05/21/2022	100-425-550	Printing and Postage	422
3811	KONICA MINOLTA BUSINESS	76193453	Main	04/26/2022	541.48	05/21/2022	100-417-550	Printing and Postage	422

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
3811	KONICA MINOLTA BUSINESS	76193453	HR	04/26/2022	541.48	05/21/2022	100-417-550 Printing and Postage	422
3811	KONICA MINOLTA BUSINESS	76193453	Clerk	04/26/2022	559.66	05/21/2022	100-416-550 Printing and Postage	422
3811	KONICA MINOLTA BUSINESS	76193453	Utilities	04/26/2022	270.74	05/21/2022	510-810-550 Printing and Postage	422
3811	KONICA MINOLTA BUSINESS	76193453	Utilities	04/26/2022	270.74	05/21/2022	520-810-550 Printing and Postage	422
Total 3811:					3,253.45			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	002020	MISC PAINTING SUPPLIES	06/03/2022	253.23		100-475-615 Supplies-Signs and Striping	622
7650	LOWES CREDIT SERVICES	2062	quikrete	05/24/2022	232.52	06/02/2022	100-475-600 General Supplies	522
7650	LOWES CREDIT SERVICES	2171	4x4 post and concrete for East Lift	05/25/2022	36.38	06/02/2022	520-810-614 Supplies-Plant/Shop/Maint	522
7650	LOWES CREDIT SERVICES	23029	surge protectors for clerks office and misc.	05/27/2022	147.25	06/02/2022	100-417-600 General Supplies	522
7650	LOWES CREDIT SERVICES	23840	Paint / Shop Supplies	05/25/2022	187.18	06/02/2022	510-810-614 Supplies-Plant/Shop/Maint	522
7650	LOWES CREDIT SERVICES	2406	Storage Shelves for safety PPE	05/26/2022	444.60	06/02/2022	510-840-616 Safety Supplies	522
7650	LOWES CREDIT SERVICES	2490	cleaning supplies	05/26/2022	115.33	06/02/2022	100-475-614 Supplies-Plant/Shop/Maint	522
7650	LOWES CREDIT SERVICES	2810	paint and supplies.	05/23/2022	234.60	06/02/2022	100-475-615 Supplies-Signs and Striping	522
Total 7650:					1,651.09			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	112976	Us 50/95 Sewer repairs	05/23/2022	835.00		520-166100 Construction In Progress	522
370	LUMOS & ASSOCIATES INC	112977	Fernley industrial park rehab and reconstruct engineering ser	05/23/2022	5,798.50		100-475-745 RTC REIMBURSABLE EXPENDI	522
370	LUMOS & ASSOCIATES INC	112978	Construction services for pavement maintenance project	05/20/2022	23,247.50		100-475-430 Service-Repair and Maintenance	522
370	LUMOS & ASSOCIATES INC	112983	Red Rock Road engineering services	05/20/2022	11,379.00		100-475-745 RTC REIMBURSABLE EXPENDI	522
370	LUMOS & ASSOCIATES INC	113002	Cottonwood Lane reconstruction engineering services	05/26/2022	8,076.00		100-475-745 RTC REIMBURSABLE EXPENDI	522
Total 370:					49,336.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Apr 2022	Transient Lodging Tax	04/30/2022	3,170.51	06/02/2022	225-227010 TLT Payable to County	422
Total 106:					3,170.51			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	l6234	portable units	04/01/2022	190.66	06/02/2022	100-575-420 Contract Services	422
8509	MARSHALL'S SEPTIC CARE	l6235	portable units.	05/01/2022	190.66	06/02/2022	100-575-420 Contract Services	522
8509	MARSHALL'S SEPTIC CARE	l6236	portable units	04/01/2022	190.66	06/02/2022	100-575-420 Contract Services	422
8509	MARSHALL'S SEPTIC CARE	l6237	portable units	05/01/2022	190.66	06/02/2022	100-575-420 Contract Services	522
8509	MARSHALL'S SEPTIC CARE	l6238	portable units	04/01/2022	108.33	06/02/2022	100-575-420 Contract Services	422
8509	MARSHALL'S SEPTIC CARE	l6239	portable units	05/01/2022	108.33	06/02/2022	100-575-420 Contract Services	522
Total 8509:					979.30			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
MATHEUS, SENIOR JUDGE LORI									
8042	MATHEUS, SENIOR JUDGE LORI	MAY 2022	MUNICIPAL COURT JUDGE	05/31/2022	2,500.00	06/02/2022	100-425-322	Prof Serv-Other	522
Total 8042:					2,500.00				
METLIFE SMALL BUSINESS CENTER									
5387	METLIFE SMALL BUSINESS CENTER	JUN 2022	5952725 GROUP DENTAL INSURANCE	06/01/2022	9,725.33	06/02/2022	100-217100	Dental Insurance Payable MetL	622
Total 5387:					9,725.33				
MISCELLANEOUS ONE TIME VENDOR									
1111	MISCELLANEOUS ONE TIME VENDOR	6091	BADGE; MARSHAL LYNCH #22-01	05/18/2022	150.00		100-425-322	Prof Serv-Other	522
Total 1111:					150.00				
NAPA AUTO & TRUCK PARTS									
58	NAPA AUTO & TRUCK PARTS	371902	fuel line for roller	05/27/2022	22.35	06/02/2022	100-475-430	Service-Repair and Maintenance	522
58	NAPA AUTO & TRUCK PARTS	372303	oil dry	06/03/2022	22.58		100-475-600	General Supplies	622
Total 58:					44.93				
NCE									
7617	NCE	675192517	On call inspection services for development projects	05/24/2022	6,482.50		100-529-320	Prof Serv-Engineering	522
Total 7617:					6,482.50				
NEVADA ADVISORY COUNCIL FOR									
4855	NEVADA ADVISORY COUNCIL FOR	#22-3	Prosecutor Training	05/25/2022	225.00	06/02/2022	100-414-580	Training	522
Total 4855:					225.00				
NEVADA DEPARTMENT OF TAXATION									
6378	NEVADA DEPARTMENT OF TAXATION	TLT Apr 2022	Transient Lodging Tax	04/30/2022	1,902.31	06/02/2022	225-227015	TLT Payable to State	422
Total 6378:					1,902.31				
NEVADA MUNI CLERKS ASSOCIATION									
267	NEVADA MUNI CLERKS ASSOCIATION	5232022	NMCA Dues K SWANSON	05/23/2022	75.00	06/02/2022	100-416-581	Dues and Memberships	522
267	NEVADA MUNI CLERKS ASSOCIATION	5232022	NMCA Dues B GOSSER	05/23/2022	75.00	06/02/2022	100-416-581	Dues and Memberships	522
Total 267:					150.00				
NEVADA OLD TIMERS MOTOCROSS ASSN									
4344	NEVADA OLD TIMERS MOTOCROSS ASSN	FY2021-22 R2	FCTA Grant Award FY2021/22 R2	05/26/2022	7,700.00	06/02/2022	225-575-650	Grant Awards	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 4344:					7,700.00			
NEVADA RUBBER STAMP CO INC								
125	NEVADA RUBBER STAMP CO INC	319875	General Supplies Mayor Stamp	05/26/2022	52.00	06/02/2022	100-412-600 General Supplies	522
Total 125:					52.00			
NEVADA SEAL & PUMP								
4339	NEVADA SEAL & PUMP	NSP4908	Well 13 - Mechanical Seal Kit	06/01/2022	771.00		510-810-430 Repairs & Maintenance	622
Total 4339:					771.00			
NNICC - N NV INT'L CODE COUNCIL								
911	NNICC - N NV INT'L CODE COUNCIL	INV185	A LOPEZ MARTINEZ PERMIT TECH TRNG 5/18/22	06/01/2022	100.00	06/02/2022	100-605-580 Training	622
911	NNICC - N NV INT'L CODE COUNCIL	INV185	A LOPEZ MARTINEZ CLASS A MEMBERSHIP	06/01/2022	40.00	06/02/2022	100-605-581 Dues and Memberships	622
Total 911:					140.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	APR 2022	STAMPLI; MAR 2022 ELECTRONIC INVOICE	04/30/2022	1,034.00	05/10/2022	100-418-342 Tech Services-Other	422
8649	NSB - BANKCARD CENTER	APR 2022	HARVEYS CASINO; A MOURTISEN PROS CONF 5/9-11	04/30/2022	67.26	05/10/2022	100-414-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	IMLA; RENEW MEMBERSHIP B JENSEN	04/30/2022	350.00	05/10/2022	100-414-581 Dues and Memberships	422
8649	NSB - BANKCARD CENTER	APR 2022	AMAZON; HAMILTON BEACH TOASTER OVEN	04/30/2022	31.50	05/10/2022	510-840-601 Office Supplies	422
8649	NSB - BANKCARD CENTER	APR 2022	AMAZON; HAMILTON BEACH TOASTER OVEN	04/30/2022	31.50	05/10/2022	520-810-601 Office Supplies	422
8649	NSB - BANKCARD CENTER	APR 2022	AMAZON; HAMILTON BEACH TOASTER OVEN	04/30/2022	31.50	05/10/2022	510-810-601 Office Supplies	422
8649	NSB - BANKCARD CENTER	APR 2022	CENGAGE LEARNING; ED2GO; M ANDERSON TYPING CO	04/30/2022	100.00	05/10/2022	200-425-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	CHARTER COMM; 179919040622	04/30/2022	1,330.84	05/10/2022	100-417-530 Communications (Internet,Cell)	422
8649	NSB - BANKCARD CENTER	APR 2022	HARVEYS; HOTEL ATTORNEY CONF 9/14-16; B JENSEN	04/30/2022	458.52	05/10/2022	100-414-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	AMAZON; ENFORCER TINT II METER; FOR MARSHAL	04/30/2022	97.00	05/10/2022	100-425-322 Prof Serv-Other	422
8649	NSB - BANKCARD CENTER	APR 2022	ZOOM CLOUD STORAGE/RENEW ANNUAL	04/30/2022	249.90	05/10/2022	100-425-322 Prof Serv-Other	422
8649	NSB - BANKCARD CENTER	APR 2022	RENO UNIFORMS; MARSHAL UNIFORMS	04/30/2022	329.94	05/10/2022	100-425-322 Prof Serv-Other	422
8649	NSB - BANKCARD CENTER	APR 2022	LTAP; SEMINAR FOR G HENDERSON; ENG DEPT	04/30/2022	30.00	05/10/2022	100-529-600 General Supplies	422
8649	NSB - BANKCARD CENTER	APR 2022	GLOBAL INDUSTRIAL SUPPLY; STORAGE CAGE FOR BAS	04/30/2022	1,640.15	05/10/2022	210-425-605 Minor Equipment	422
8649	NSB - BANKCARD CENTER	APR 2022	AUTOZONE; BRAKE PARTS FOR FIRE DEPT #61	04/30/2022	68.49	05/10/2022	100-126000 Intergovernmental Receivable	422
8649	NSB - BANKCARD CENTER	APR 2022	CMC TIRE; TIRES FOR ENG VEHICLE	04/30/2022	1,144.12	05/10/2022	100-480-610 AUTOMOTIVE SUPPLIES	422
8649	NSB - BANKCARD CENTER	APR 2022	NSB CHARTER COMM; CREDIT DISPUTED CHARGE	04/30/2022	129.98	05/10/2022	100-417-530 Communications (Internet,Cell)	422
8649	NSB - BANKCARD CENTER	APR 2022	ZOOM ANNUAL SUBSCRIPTION	04/30/2022	289.90	05/10/2022	100-418-342 Tech Services-Other	422
8649	NSB - BANKCARD CENTER	APR 2022	CHARTER COMM; 179901040622	04/30/2022	380.84	05/10/2022	100-417-530 Communications (Internet,Cell)	422
8649	NSB - BANKCARD CENTER	APR 2022	CORWIN FORD; BRAKE PARTS FIRE DEPT #61	04/30/2022	727.66	05/10/2022	100-126000 Intergovernmental Receivable	422
8649	NSB - BANKCARD CENTER	APR 2022	ASCE; RENEW MEMBERSHIP D WHALEN	04/30/2022	40.80	05/10/2022	510-840-581 Dues and Memberships	422
8649	NSB - BANKCARD CENTER	APR 2022	ASCE; RENEW MEMBERSHIP D WHALEN	04/30/2022	40.80	05/10/2022	520-810-581 Dues and Memberships	422
8649	NSB - BANKCARD CENTER	APR 2022	ASCE; RENEW MEMBERSHIP D WHALEN	04/30/2022	40.80	05/10/2022	510-810-581 Dues and Memberships	422
8649	NSB - BANKCARD CENTER	APR 2022	ASCE; RENEW MEMBERSHIP D WHALEN	04/30/2022	40.80	05/10/2022	100-575-581 Dues and Memberships	422

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	APR 2022	ASCE; RENEW MEMBERSHIP D WHALEN	04/30/2022	40.80	05/10/2022	100-475-581 Dues and Memberships	422
8649	NSB - BANKCARD CENTER	APR 2022	SPIRIT AIRLINES; K HUHTALA FLEETCON LV 9/18-20	04/30/2022	14.29	05/10/2022	100-528-580 Travel and Training	422
8649	NSB - BANKCARD CENTER	APR 2022	STATE BAR OF NV; ATTORNEY CONF 9/14-19 B JENSEN	04/30/2022	75.00	05/10/2022	100-414-581 Dues and Memberships	422
8649	NSB - BANKCARD CENTER	APR 2022	IMAGING SPECTRUM; PASSPORT PRINTER MEDIA	04/30/2022	294.00	05/10/2022	100-416-605 Minor Equipment	422
8649	NSB - BANKCARD CENTER	APR 2022	RALEYS/STARBUCKS; COFFEE W/MAYOR 4/12	04/30/2022	163.16	05/10/2022	100-412-650 Community Support	422
8649	NSB - BANKCARD CENTER	APR 2022	GFOA; RENEW MEMBERSHIP T LUKAS	04/30/2022	150.00	05/10/2022	100-415-581 Dues and Memberships	422
8649	NSB - BANKCARD CENTER	APR 2022	ACTION TARGETS; TARGETS FOR MARSHAL QUALIFICAT	04/30/2022	272.87	05/10/2022	100-425-322 Prof Serv-Other	422
8649	NSB - BANKCARD CENTER	APR 2022	SPIRIT AIRLINES; K HUHTALA FLEETCON LV 9/18-20	04/30/2022	14.29	05/10/2022	510-840-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	SPIRIT AIRLINES; K HUHTALA FLEETCON LV 9/18-20	04/30/2022	14.26	05/10/2022	520-810-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	SPIRIT AIRLINES; K HUHTALA FLEETCON LV 9/18-20	04/30/2022	14.29	05/10/2022	510-810-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	SPIRIT AIRLINES; K HUHTALA FLEETCON LV 9/18-20	04/30/2022	14.29	05/10/2022	100-475-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	SPIRIT AIRLINES; K HUHTALA FLEETCON LV 9/18-20	04/30/2022	14.29	05/10/2022	100-575-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	SPIRIT AIRLINES; K HUHTALA FLEETCON LV 9/18-20	04/30/2022	14.29	05/10/2022	100-417-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	AMAZON; HAMILTON BEACH TOASTER OVEN	04/30/2022	31.50	05/10/2022	100-475-601 Supplies-Office	422
8649	NSB - BANKCARD CENTER	APR 2022	AMAZON; HAMILTON BEACH TOASTER OVEN	04/30/2022	31.50	05/10/2022	100-575-601 Office Supplies	422
8649	NSB - BANKCARD CENTER	APR 2022	AMAZON; HAMILTON BEACH TOASTER OVEN	04/30/2022	31.48	05/10/2022	100-417-612 Building Maintenance Supplies	422
8649	NSB - BANKCARD CENTER	APR 2022	AMERICAN RESCUE; REG WARD 5 ARPA TRNG	04/30/2022	120.00	05/10/2022	100-412-580 Training	422
8649	NSB - BANKCARD CENTER	APR 2022	ADORAMA; INK FOR DIGITAL PRINTER FOR PASSPORTS	04/30/2022	208.85	05/10/2022	100-416-540 Advertising	422
8649	NSB - BANKCARD CENTER	APR 2022	DOMINOS; FCC 4/7/22 BUDGET MTG	04/30/2022	78.04	05/10/2022	100-412-650 Community Support	422

Total 8649:

10,023.54

NV ENERGY

167	NV ENERGY	12019 JUN 22	34596505012019 ACH	05/17/2022	6,639.70	06/03/2022	510-810-622 Electricity	522
167	NV ENERGY	13050 MAY 22	48768103613050 ACH	05/10/2022	1,838.94	05/26/2022	100-417-622 Electricity	522
167	NV ENERGY	13818 APR 22	34596405113818 ACH	04/27/2022	42.42	05/13/2022	100-475-622 Electricity	422
167	NV ENERGY	13924 APR 22	48768108113924 ACH	04/27/2022	33.28	05/13/2022	100-575-622 Electricity	422
167	NV ENERGY	14319 APR 22	34596405214319 ACH	05/08/2022	36.70	05/26/2022	100-575-622 Electricity	522
167	NV ENERGY	26093 MAY 22	34596402626093 ACH	05/07/2022	1,325.71	05/25/2022	100-575-622 Electricity	522
167	NV ENERGY	26100 MAY 22	34596502626100 ACH	05/07/2022	38.67	05/24/2022	520-810-622 Electricity	522
167	NV ENERGY	26100 MAY 22	34596502626100 ACH	05/07/2022	22,601.26	05/24/2022	510-810-622 Electricity	522
167	NV ENERGY	26445 APR 22	34596505226445 ACH	04/26/2022	4,908.67	05/12/2022	510-840-622 Electricity	422
167	NV ENERGY	28458 APR 22	34596505228458 ACH	04/26/2022	10,740.98	05/12/2022	510-840-622 Electricity	422
167	NV ENERGY	29499 APR 22	13677906929499 ACH	04/29/2022	60.08	05/17/2022	100-475-622 Electricity	422
167	NV ENERGY	30037 MAY 22	34596403630037 ACH	05/17/2022	38.56	06/03/2022	100-576-622 Electricity	522
167	NV ENERGY	30672 APR 22	213677908230672 ACH	04/27/2022	39.85	05/13/2022	100-575-622 Electricity	422
167	NV ENERGY	34991 APR 22	34596407734991 ACH	05/11/2022	33.28	05/27/2022	510-810-622 Electricity	522
167	NV ENERGY	37594 APR 22	80865904937594 ACH	05/11/2022	33.60	05/27/2022	100-475-622 Electricity	522
167	NV ENERGY	41110 MAY 22	82190403641110 ACH	05/06/2022	37.94	05/24/2022	520-810-622 Electricity	522
167	NV ENERGY	42683 MAY 22	82190404842683 ACH	05/07/2022	8,796.04	05/24/2022	520-810-622 Electricity	522
167	NV ENERGY	42683 MAY 22	82190404842683 ACH	05/07/2022	57.93	05/24/2022	100-475-622 Electricity	522
167	NV ENERGY	42683 MAY 22	82190404842683 ACH	05/07/2022	391.74	05/24/2022	510-810-622 Electricity	522
167	NV ENERGY	42683 MAY 22	82190404842683 ACH	05/07/2022	222.65	05/24/2022	100-575-622 Electricity	522
167	NV ENERGY	65197 APR 22	34596407565197 ACH	05/10/2022	33.28	05/26/2022	510-810-622 Electricity	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	67463 MAY 22	34596404867463 ACH	05/11/2022	77.79	05/27/2022	100-575-622 Electricity	522
167	NV ENERGY	71493 APR 22	271223607571493 ACH	04/27/2022	39.24	05/13/2022	100-475-622 Electricity	422
167	NV ENERGY	84389 MAY 22	34596503684389 ACH	05/10/2022	130.14	05/26/2022	100-417-622 Electricity	522
167	NV ENERGY	97731 APR 22	213677908197731 ACH	04/27/2022	40.52	05/13/2022	100-575-622 Electricity	422
167	NV ENERGY	97899 MAY 22	80865904797899 ACH	05/07/2022	15,720.84	05/24/2022	100-475-622 Electricity	522
167	NV ENERGY	98954 MAY 22	82190405098954 ACH	05/06/2022	3,009.62	05/24/2022	520-810-622 Electricity	522
Total 167:					76,969.43			
OFFICE DEPOT								
133	OFFICE DEPOT	245739667001	CMO Gen Supplies	05/18/2022	88.18	06/02/2022	100-412-650 Community Support	522
Total 133:					88.18			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599182013	CREDIT TRANS 3599182013	02/01/2022	27.48-		100-480-600 GENERAL SUPPLIES/TOOLS	222
6230	O'REILLY AUTO PARTS	3599183875	CREDIT TRANS 3599183875	02/15/2022	14.70-		100-480-600 GENERAL SUPPLIES/TOOLS	222
6230	O'REILLY AUTO PARTS	3599-198331	SERVICE PARTS FOR 5004	06/01/2022	25.00		100-605-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-198350	HEATER PART FOR 1002	06/01/2022	36.60		510-810-610 Automotive Supplies	622
Total 6230:					19.42			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5107994	SHREDDING	05/11/2022	66.00		100-425-322 Prof Serv-Other	522
8876	PACIFIC STORAGE COMPANY	5107995	SHREDDING	05/11/2022	16.50		100-425-322 Prof Serv-Other	522
8876	PACIFIC STORAGE COMPANY	5111260	Document Shredding	06/01/2022	16.50		100-425-322 Prof Serv-Other	622
Total 8876:					99.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	5/2022	Retiree Group Insurance	05/25/2022	206.95	06/02/2022	100-415-240 Group Insurance	522
143	PUBLIC EMPLOYEES BENEFITS PROG	5/2022	Retiree Group Insurance	05/25/2022	260.00	06/02/2022	520-810-240 Group Insurance	522
143	PUBLIC EMPLOYEES BENEFITS PROG	5/2022	Retiree Group Insurance	05/25/2022	5.32	06/02/2022	100-475-240 Group Insurance	522
143	PUBLIC EMPLOYEES BENEFITS PROG	5/2022	Retiree Group Insurance	05/25/2022	455.00	06/02/2022	100-605-240 Group Insurance	522
Total 143:					927.27			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26145855	tires for streets 9001	05/23/2022	968.33	06/02/2022	100-475-610 Automotive Supplies	522
Total 38:					968.33			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	4651185	5255846 QTRLY REPORT	05/31/2022	151.00		100-416-540 Advertising	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
152	RENO GAZETTE JOURNAL	4651185	5257564 BILL 309	05/31/2022	159.00		100-416-540 Advertising	522
152	RENO GAZETTE JOURNAL	4651185	5278130 CUP22002	05/31/2022	159.00		100-610-540 Advertising	522
152	RENO GAZETTE JOURNAL	4651185	5278147 ZONING	05/31/2022	159.00		100-610-540 Advertising	522
152	RENO GAZETTE JOURNAL	4651185	5233400 CMAR REQ CRRC	05/31/2022	291.00		220-480-810 ARPA	522
152	RENO GAZETTE JOURNAL	4651185	5252701 CMAR REQ CRRC	05/31/2022	195.00		220-480-810 ARPA	522
Total 152:					1,114.00			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	151244	rip-rap for Sage st	05/13/2022	5,481.00	06/02/2022	100-475-430 Service-Repair and Maintenance	522
Total 7002:					5,481.00			
RENOWN HEALTH								
190	RENOWN HEALTH	773220	Professional Services	05/08/2022	65.00	06/02/2022	100-575-322 Prof Serv-Other	522
190	RENOWN HEALTH	773220	Professional Services	05/08/2022	40.00	06/02/2022	100-475-322 Prof Serv-Other	522
190	RENOWN HEALTH	773220	Professional Services	05/08/2022	25.00	06/02/2022	100-475-322 Prof Serv-Other	522
190	RENOWN HEALTH	773220	Professional Services	05/08/2022	25.00	06/02/2022	100-575-322 Prof Serv-Other	522
190	RENOWN HEALTH	773220	Professional Services	05/08/2022	25.00	06/02/2022	510-840-322 Prof Serv-Other	522
Total 190:					180.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	22-823	Villa Park water and sewer replacement design	04/30/2022	4,216.85		520-166100 Construction In Progress	422
8602	RESOURCE CONCEPTS	22-823	Villa Park water and sewer replacement design	04/30/2022	3,514.08		510-166100 Construction In Progress	422
8602	RESOURCE CONCEPTS	22-823	Villa Park water and sewer replacement design	04/30/2022	6,325.32		100-475-745 RTC REIMBURSABLE EXPENDI	422
Total 8602:					14,056.25			
SAN JOAQUIN DEPT CHILD SUPPORT								
3087	SAN JOAQUIN DEPT CHILD SUPPORT	JUN 2022-1	CHILD SUPPORT WITHHELD	06/03/2022	57.69	06/02/2022	100-219900 OTHER PAYROLL PAYABLES	622
Total 3087:					57.69			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	22050494	ARMORED SERVICE - GF	05/09/2022	160.41	06/02/2022	100-415-322 Prof Serv-Other	522
8629	SECTRAN SECURITY, INC.	22050494	ARMORED SERVICE - SEWER	05/09/2022	160.38	06/02/2022	520-810-342 Tech Services-Other	522
8629	SECTRAN SECURITY, INC.	22050494	ARMORED SERVICE - WATER	05/09/2022	160.38	06/02/2022	510-810-342 Tech Services-Other	522
Total 8629:					481.17			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	126737	Graco gun kit	05/31/2022	660.52		100-475-615 Supplies-Signs and Striping	522
170	SILVER STATE BARRICADE	126785	street signs	06/01/2022	1,745.36		100-475-615 Supplies-Signs and Striping	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 170:					2,405.88				
SMITH & LOVELESS, INC									
213	SMITH & LOVELESS, INC	161334	Loves pump parts	05/31/2022	972.56		520-810-614	Supplies-Plant/Shop/Maint	522
Total 213:					972.56				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	18971 MAY 22	910000818971 ACH	05/17/2022	30.24	05/09/2022	520-810-621	Natural Gas	522
204	SOUTHWEST GAS CORP	33096 APR 22	910001133096 ACH	04/27/2022	239.10	05/16/2022	510-810-621	Natural Gas	422
204	SOUTHWEST GAS CORP	33438 MAY 22	910001133438 ACH	04/22/2022	781.63	05/11/2022	100-417-621	Natural Gas	422
204	SOUTHWEST GAS CORP	86744 MAY 22	910001086744 WTP	05/12/2022	1,926.25	05/31/2022	510-840-621	Natural Gas	522
Total 204:					2,977.22				
STAPLES CREDIT PLAN									
279	STAPLES CREDIT PLAN	8066297016	OFFICE SUPPLIES	05/19/2022	17.79	06/02/2022	510-810-601	Office Supplies	522
279	STAPLES CREDIT PLAN	8066297016	OFFICE SUPPLIES	05/19/2022	17.79	06/02/2022	520-810-601	Office Supplies	522
279	STAPLES CREDIT PLAN	8066306214	OFFICE SUPPLIES	05/20/2022	35.23	06/02/2022	510-810-601	Office Supplies	522
279	STAPLES CREDIT PLAN	8066306214	OFFICE SUPPLIES	05/20/2022	35.23	06/02/2022	520-810-601	Office Supplies	522
279	STAPLES CREDIT PLAN	8066343940	office chair	05/22/2022	130.31	06/02/2022	100-413-605	Minor Equipment	522
Total 279:					236.35				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUN 2022-1	CHILD SUPPORT	06/03/2022	324.46	06/02/2022	100-219900	OTHER PAYROLL PAYABLES	622
Total 176:					324.46				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2022400104760	Chemicals- Caustic Soda	05/19/2022	9,696.50	06/02/2022	510-840-617	Chemicals	522
Total 8646:					9,696.50				
USA BLUEBOOK									
464	USA BLUEBOOK	986490	WW Chlorine site glass	05/20/2022	236.19	06/02/2022	520-810-614	Supplies-Plant/Shop/Maint	522
464	USA BLUEBOOK	990310	Lab Supplies and Minor Equipment	05/24/2022	1,193.93	06/02/2022	510-840-430	Service-Repair and Maintenance	522
464	USA BLUEBOOK	991537	Marking Posts	05/25/2022	577.58		510-810-614	Supplies-Plant/Shop/Maint	522
464	USA BLUEBOOK	993398	Minor Equipment-tool carts	05/26/2022	548.24	06/02/2022	510-840-605	Minor Equipment	522
Total 464:					2,555.94				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JUN 2022-1	DEFERRED COMPENSATION, 457	06/03/2022	2,229.00	06/03/2022	100-215000 457 PAYABLE	622
8591	VOYA FINANCIAL	JUN 2022-1	ROTH IRA	06/03/2022	100.00	06/03/2022	100-215000 457 PAYABLE	622
8591	VOYA FINANCIAL	MAY 2022-2	DEFERRED COMPENSATION, 457	05/20/2022	2,729.00	05/20/2022	100-215000 457 PAYABLE	522
8591	VOYA FINANCIAL	MAY 2022-2	ROTH IRA	05/20/2022	100.00	05/20/2022	100-215000 457 PAYABLE	522
Total 8591:					5,158.00			
WALTHER LAW OFFICES								
8875	WALTHER LAW OFFICES	JUN 2022	PUBLIC DEFENDER CONTRACT 6/2022	06/01/2022	6,666.66	06/02/2022	100-413-322 Prof Serv-Other	622
Total 8875:					6,666.66			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 JUN 22	11-60772-33001	06/03/2022	103.14		100-417-412 Utility Services-Refuse	622
447	WASTE MANAGEMENT	33005 JUN 22	11-60745-33005	06/03/2022	14.39		510-840-412 Utility Service-Refuse	622
447	WASTE MANAGEMENT	33009 JUN 22	11-60774-33009	06/03/2022	84.39		510-810-412 Utility Service-Refuse	622
447	WASTE MANAGEMENT	43003 JUN 22	11-60760-43003	06/03/2022	42.20		520-810-412 Utility Service-Refuse	622
447	WASTE MANAGEMENT	63002 MAY 22	11-74239-63002	06/01/2022	731.18		100-575-412 Utility Service-Refuse	622
447	WASTE MANAGEMENT	65007 MAY 22	6-82641-65007	06/01/2022	215.70		100-417-412 Utility Services-Refuse	622
447	WASTE MANAGEMENT	95009 MAY 22	8-29467-95009	06/01/2022	448.45		100-575-412 Utility Service-Refuse	622
Total 447:					1,639.45			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2205-037136	Gloves	05/27/2022	18.65		510-810-616 Supplies-Safety	522
Total 8571:					18.65			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19287243	Binstock: Meter Resetters	05/19/2022	1,017.72	06/02/2022	510-810-613 Supplies-Meter Service	522
195	WESTERN NEVADA SUPPLY CO.	19294518	sprinklers	05/25/2022	506.28		100-575-600 General Supplies	522
195	WESTERN NEVADA SUPPLY CO.	CM19285552	sprinklers credit	05/26/2022	453.00-		100-575-600 General Supplies	522
Total 195:					1,071.00			
WESTERN TURF								
527	WESTERN TURF	399454-IN	sod for shop	05/02/2022	736.80		100-575-600 General Supplies	522
Total 527:					736.80			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22040493	Surface Water Lab Analysis	05/31/2022	522.97		510-840-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050274	Sage Tank Coliform Sample #1	05/18/2022	67.50	06/02/2022	510-810-423 Contract Services-ANALYTICAL	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050319	Sage Tank Coliform #2	05/18/2022	52.50	06/02/2022	510-810-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050396	lab samples	05/20/2022	246.97	06/02/2022	510-840-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050420	Influent & Effluent Samples	05/31/2022	350.46		520-810-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050421	Monitoring Well Samples	05/31/2022	493.95		520-810-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050490	Sage Tank - VOC Samples, Rush	05/20/2022	810.00	06/02/2022	510-810-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050608	lab sample	05/20/2022	117.60	06/02/2022	510-840-423 Contract Services-ANALYTICAL	522
Total 8709:					2,661.95			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	157841	Federal Lands Conveyance -8444014	04/30/2022	540.00	06/02/2022	100-413-322 Prof Serv-Other	422
Total 2454:					540.00			
WSP USA, INC								
8871	WSP USA, INC	7R-1172154	Travel Demand Model with RTC	05/12/2022	3,379.15		100-475-320 Prof Serv-Engineering	522
Total 8871:					3,379.15			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	MAY 2022	CREDIT CARD PROCESSING FEES	05/31/2022	1,458.40	05/31/2022	510-810-609 Credit Card Fees	522
2468	XPRESS BILL PAY LLC	MAY 2022	CREDIT CARD PROCESSING FEES	05/31/2022	1,458.40	05/31/2022	520-810-609 Credit Card Fees	522
Total 2468:					2,916.80			
YESCO, LLC								
6806	YESCO, LLC	INY-0357891	Professional Services -Reader Board	05/01/2022	95.00	06/02/2022	225-575-320 PROFESSIONAL SERVICES	522
Total 6806:					95.00			
Grand Totals:					625,175.36			

Dated: _____

Mayor: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Report Criteria:

License.Status = "Active"

Business.Orignation date = 05/12/2022-06/08/2022

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
The Fierce Group, LLC	John Michael Orms	30 Kit Kat Dr.,	Moundhouse	NV	89706	253-569-8241	Septic Pumping, Service	Septic Clearing & Pumping Ser
Roof Crafters Inc.	Brian Hunt/Erin Myrm	217 Brett Harte	Reno	NV	89504	775-831-4188	Contractor	Roofing & Insulation Contracto
Warehouse Equipment Solutions, I	Robert Johnson	895 E Patriot Blvd Suite 110	Reno	NV	89511	775-851-7811	Contractor	Prefab Steel Strct/Conveyance
TJI Plumbing & Heating	Juan A. Ruiz Carden	2590 Baxter Way	Sparks	NV	89431	775-232-1570	Contractor	Plumbing & Heating Contractor
Byrd's of a Feather Boutique LLC	Jamie Thurman	649 Canary Cir	Fernley	NV	89408	925-331-7733	Wholesale and/or Retail	Online store boutique
Lorraine Addison LLC	Lorraine Addison	150 E. Main St. Ste 120	Fernley	NV	89408	775-575-0800	Real Estate	Real Estate Sales
Buck's Backyard LLC	Brandon Shively	1513 Crestview Rd.	Fernley	NV	89408	775-835-2503	Handyman	Residential Home Repair
Ocean 5 Enterprises LLC	Ocean Andrew	570 Taylor Way	North Salt Lake	UT	84054	320-309-0879	Restaurant/Fast Food/Fo	Mobile food vendor: Alaskan C
C&B Solutions	Christopher Short/Lis	808 Old Hwy 40	Fernley	NV	89408	775-870-3608	Wholesale and/or Retail	Retail sales/estate sales
BRS Field Ops Nevada, LLC	Blue Raven Solar Hol	1403 N Research Way	Orem	UT	84097	385-482-0045	Contractor	Photovoltaic Solar Panels Cont
Hill Truck & Trailer Repair Inc.	Brian Hill	640 Buckskin Dr.	Fernley	NV	89408	209-541-7079	Automotive Sales/Parts/S	Mobile Diesel Repair
Foxy Lady Brow Co.	Chloe Hanna	75 E Main St.	Fernley	NV	89408	775-233-6848	Tattoo Shop	Microblading/Cosmetic Tattoo
Teeth Whitening By Amy LLC	Amy Cabrera	145 W Main St.	Fernley	NV	89408	775-750-2898	Business Specific Profes	Teeth Whitening
Prominence HealthFirst	Kamal Jemmoua	805 E. Main St. Ste-A	Fernley	NV	89408	775-770-9300	Medical Office or Service	Medical Office
Builders Wholesale, Inc.	William D. Miles	61 Industrial Pkwy, Unit B1	Mound House	NV	89706	775-246-4537	Contractor	Carpentry & Minor Repairs Co
Above & Beyond Handiman Servic	Johnny Dean William	3165 Snowberry St.	Silver Springs	NV	89429	325-450-1875	Handyman	Handyman
Grand Totals:								
16								

Report Criteria:

License.Status = "Active"

Business.Orignation date = 05/12/2022-06/08/2022

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JUNE 1, 2022**

Mayor Roy Edgington called the meeting to order at 05:00 PM at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Councilwoman Fran McKay, Councilman Stan Lau, Councilman Albert Torres, Councilman Ray Lacy. Acting City Manager Patrick Marsh, Building Official Billy Staten, Public Works Director Dave Whalen, Planning Director Tim Thompson, Director of Finance Denise Lewis, City Attorney Brandi Jensen, City Clerk Kim Swanson. Administrative Specialist Tiffany Wood. **Excused:** Councilwoman Felicity Zoberski.

1.2. Public Forum

John Reichlein inquired about appointing the Mayor Pro Tem

1.3. (For Possible Action) Approval of Agenda

Mayor Edgington requested that item 4 should be heard next.

Motion: MOVE TO APPROVE THE AGENDA WITH NUMBER 4 MOVED UP. **Action:** Approve. **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski,.

Item 4 was heard next.

2. CONSENT AGENDA

2.1. (Possible action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible action) Approval of Business Licenses

2.4. Possible Action to approve the installation of two (2) additional 3 way stop signs on Miller Lane to be used for traffic calming.

2.5. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Hero Land Holdings, LLC, APN 021-303-17, TCID serial number 1066-A in the amount of 42.795 acre-feet.

2.6. Possible Action to Approve the Will-Serve Request from Rusty Scott Burns for 5.4 ERC's for Water and 15.63 ERC's for Sewer for 3 Four Plex units for Lyon County Parcel 020-983-08,-09,-10 located at 755, 785, and 815 Starlite Drive Fernley, NV 89408

Councilman Lacy disclosed a conflict of interest in item 2.4. Voucher Report.

Motion: MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Torres. **Vote:** Passed, **Summary:** Yes 3,, Abstained 1. **Yes:** Councilman Lau, Councilman Torres, Councilwoman McKay. **Abstain:** Councilman Lacy **Absent:** Councilwoman Zoberski,

3. REPORTS

Councilwoman McKay commented that she was able to view the murals and liked them.

Councilman Lau commented that Memorial Day was fantastic and thanked the staff for the Slurry Seal on the roads.

Mayor Edgington said the 4th of July Committee needs volunteers and said there was a great turn out for Memorial Day.

Councilman Torres reminded everyone about the FSCAC meeting in the chambers and asked if the Lieutenant had something to share.

Lt. Mitch Brantingham from Lyon County Sheriff's Office thanked everyone for helping him settle in and said he would provide an analysis report at the next meeting. He presented the stats for the department. He said there is a new deputy assigned with a K-9 for to the narcotics unit in Fernley. There will be 2 k-9 for day shift and graveyard shifts. 2 deputies just finished training. He said there are still thefts of Catalytic converters.

Councilman Lau asked about patrolling on Miller Lane and mentioned there will be new stop signs there, so he suggested the patrols monitor it.

Lacy asked about the trailer with the speed display and thought it would help discourage speeding.

Acting City Manager Patrick Marsh thanked the public for participating in the Mayor's Clean Sweep. The 2nd annual Main Street poker walk will be June 10th. He congratulated the Fernley High School graduates of 2022. June 3rd is graduation. City Hall is open for early voting until June 9th. Election Day is on June 14th, from 7am through 7 pm. The FCTA meeting is Monday June 13th at 6pm. The Mental Health Mask project is on display in City Hall. He mentioned there have been a lot of vandalism in the City Parks and said there are 50 photos of Vandalism and encouraged the public to report to the Sheriff's Department if they see it.

Building Official Billy Staten provided the report for the Building Department for the month of May.

4. PROCLAMATIONS BY THE MAYOR

Mayor Edgington read a Proclamation into record. He announced the Fernley High School 2022 Softball Team defeated Virginia Valley in the 3A Division State Championship game. He recognized their hard work and dedication as a team and commended them for their 33 wins out of 41 games in the season.

A 10 minute recess was taken at that time.

Motion: MOVE TO APPROVE ITEM 7.2 BE MOVED UP AND HEARD NEXT. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

Item 7.2 was heard next.

This item was brought back after Item 3, Reports.

Mayor Edgington read a Proclamation into record acknowledging the importance of the Public Works department and designated the week of May 15th to the 21st as National Public Works week. He mentioned that most people don't think about the inner workings of the city in their daily lives and how vital the public works department is to everyone.

5. PRESENTATIONS

5.1. Presentation and discussion regarding the City's quarterly financials.

Deputy City Treasurer Thomas Lukas presented the quarterly financials.

6. STAFF REPORTS

6.1. For Possible Action Management Partners Efficiency Study assessment of the City Attorney's Office (CAO) Preliminary Recommendations.

Andrea Miller presented on behalf of Management Partners for their efficiency Study of the City Attorney's Office.

Mayor Edgington expressed he would have like to have seen Management Partners include the council members' opinions in their study.

City Attorney Brandi Jensen presented her own efficiency study and the evolution of the City Attorney's Office.

Motion: MOVE TO DIRECT STAFF TO MOVE FORWARD WITH THE RECOMMENDATIONS AS PRESENTED AND BY THE SECOND MEETING IN JULY TO GIVE CITY COUNCIL A PRESENTATION ON WHAT THE CITY ATTORNEY'S OFFICE IS MOVING FORWARD ON WITH THE RECOMMENDATIONS AS PRESENTED BY THE CONSULTANTS. **Action:** Approve, **Moved by** Councilman Torres, **Seconded by** Councilman Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

6.2. For Possible Action Acceptance of the renewal proposal from Nevada Public Agency Insurance Pool and approval for payment of \$263,028.91 for fiscal year 2022-2023 funds.

Assistant to the City Manager Trisha Connor introduced Tina Peterson with LP Insurance.

LP Insurance Broker for the City, Tina Peterson, gave a presentation for Pool Pact for the Fiscal Year 2022-2023.

Wayne Carlson spoke via Zoom to further explain the Pool Pact Cyber Security Insurance program.

Motion: MOVE TO ACCEPT THE RENEWAL PROPOSAL FROM NEVADA PUBLIC AGENCY INSURANCE POOL AND APPROVE PAYMENT OF \$263,028.91 FOR THE FINANCIAL YEAR OF 2022-2023 FUNDS. **Action:** Approve, **Moved by** Councilman Lacy, **Seconded by** Councilman Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

There was a 10 minute break.

Item 7.1 was heard next.

7. ORDINANCES

7.1. A. Discussion and possible action to introduce Bill #311, an ordinance amending the City of Fernley municipal code Chapter 2 in various sections, including, but not limited to section 2.02.02 appointment and salary of the city manager (residency and hiring resolution); and Section 2.02.03 removal of the city manager.

B. Discussion and possible action regarding the recruitment of the City Manager position, including, but not limited to, job description, ordinances, job title, organizational chart, etc.

City Attorney Brandi Jensen explained the introduction of the proposed ordinance.

Councilman Torres asked about the residency requirement.

Motion: MOVE TO CHANGE IT FROM "NOTICE" TO NOTIFY. **Moved by** Councilman Lacy, **Vote:** Died.

Motion: MOVE TO INTRODUCE BILL #311, AN ORDINANCE AMENDING THE CITY OF FERNLEY MUNICIPAL CODE CHAPTER 2 IN VARIOUS SECTIONS, INCLUDING, BUT NOT LIMITED TO SECTION 2.02.02 APPOINTMENT AND SALARY OF THE CITY MANAGER (RESIDENCY AND HIRING RESOLUTION); AND SECTION 2.02.03 REMOVAL OF THE CITY MANAGER. **Action:** Introduce, **Moved by** Councilman Torres.

7.2. (For possible action) Second Reading and Public Hearing Bill #309 - ZMA22004 & TSM22003 Consideration and possible action on Bill #309, an Ordinance for a Zoning Map Amendment request and a Tentative Subdivision Map request on a site approximately 30.15 acres in size, located at 900 Vonnie Lane, Fernley, NV (021-471-05):

- 1. A Zoning Map Amendment request associated with ZMA22004, to change the zoning on a single parcel of land from SF20 (Single Family, 20,000 sq. ft. minimum lot size) to SF6 (Single Family, 6,000 sq. ft. minimum lot size).**
- 2. A Tentative Subdivision Map request associated with TSM22003, to allow for the development of a 79-lot residential subdivision, located within the SF6 (Single Family, 6,000 sq. ft. minimum lot size zoning district).**

Lidia Altec, with Phelps engineering, asked to have a continuance.

Paul Person spoke about the Planning Commission meeting on April 13th and recommended the council decline this project. The current adjustment requirement would prevent the project from moving forward.

Tom Howell said he felt it was pretty well documented how the residents feel about this project and urged council to follow the city code and listen to the planning commission.

Sherri Earhart said there have been here numerous times to speak about this project and mentioned that the land was rezoned for 20,000 square feet but were not aware of when it would have changed. She said she was concerned about the farming in the area and how it would conflict with the housing development.

Richard Hedinger said that the project is being dragged on unnecessarily. All of his neighbors objected as well, but were unable to attend the meetings due to scheduling conflicts.

Debbie Skinner said there are health risks to consider for this project that is directly under the power lines.

Tim Bickerton asked the council to consider all of the people that have been coming to speak about this project and remember who the council represents.

Motion: MOVE TO GRANT THE APPLICANT A CONTINUANCE UNTIL JULY 20TH. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski

There was a 10-minute break taken at that time.

Item 2 was heard next.

8. RESOLUTIONS

8.1. Public Hearing: Discussion and possible action to adopt Resolution #22-014 authorizing

temporary inter-fund loans from the General fund to the Grants fund for Fiscal Year 2022-23.

Deputy Treasurer Thomas Lukas explained the resolution for the grants fund.

The Mayor opened public input. There were none.

Motion: MOVE TO ADOPT RESOLUTION #22-014, AUTHORIZING TEMPORARY INTER-FUND LOANS FROM THE GENERAL FUND TO THE GRANTS FUND FOR FISCAL YEAR 2022-23. **Action:** Approve, **Moved by** Councilman Torres, **Seconded by** Councilwoman McKay. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were none.

10. PUBLIC FORUM

There were none.

11. ADJOURNMENT

Mayor Edgington announced the Fernley Planning Commission meeting would be on June 8th at 5pm in the chambers, the Fernley Senior Citizen Advisory Committee meeting would be June 10th at 9am in the chambers, and the next Fernley City Council meeting would be June 15th at 5pm, in the chambers.

There being no further business to come before it, the Fernley City Council meeting adjourned at 08:08 PM.

Approved by the Fernley City Council on June 15, 2022, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Roy Edgington

City Clerk, Kim Swanson



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:x No:	Yes:x No:	100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve a contract between the City of Fernley and SoSu.TV for video production services in the amount of \$13,000.00 from July 1, 2022 to June 30, 2023.

AGENDA ITEM BRIEF:

In an effort to increase citizen engagement, governmental transparency and communications to Fernley residents staff is requesting a contract with SoSu.TV for high-quality cinematic video production for the City to communicate with citizens. These services would replace the current YouTube videos recorded by staff and Council. Future videos products include department highlights, public addresses, and public service announcements. The video production services also meets the City of Fernley Strategic Plan Goals 4.2.6 and 4.3.4.

RECOMMENDED MOTION:

"I approve the contract between the City of Fernley and SoSu.TV in the amount of \$13,000.00 for video production services from July 1, 2022 through June 30, 2023."

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:

Council may ask for more information or not approve the contract.

BACKGROUND:

In an effort to increase citizen engagement, governmental transparency and communications to Fernley residents, staff is requesting a contract with SoSu.TV for high-quality cinematic video production for the City to communicate with citizens. These services would replace the current YouTube videos recorded by staff and Council. Future videos products include department highlights, public addresses, and public service announcements. The video production services also meets the City of Fernley Strategic Plan Goals 4.2.6 and 4.3.4. The scope of work includes:

- One 2-3 minute News Journalist Style Video Pack a month.
- One day per month on location in Fernley to film any guests and get an accompanying b-roll.
 - SoSu.TV will shoot on locations and provide crew for 1-2 hours of shooting time and 1-2 locations.
 - SoSu.TV will develop and animate graphics as needed upon supplying artwork.
 - SoSu.TV will edit raw footage into a compelling video for a customized branding campaign.
 - SoSu.TV will prepare and distribute the video for broadcast and online distribution.
- SoSu.TV will develop graphics animation with supplied art.

Upon approval of the contract, City staff will provide SoSu.TV with the City's logo and brand elements, will coordinate shoot locations and times, and provide talent.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None.

FINANCIAL IMPLICATIONS:

The services are budgeted for FY2022/23 in the City Manager's Office budget.

ATTACHMENTS:

1. SoSuTV - Short form contract
2. SoSuTV Contract - Attachment A city_of_fernley_80971b19

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and SoSuTV.

1. **CONTRACT TERM.** This Contract shall be effective from July 1, 2022 to June 30, 2022.

2. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified: See Attachment A for the Scope of Work _____.

_____. The City will pay the Contractor a not-to-exceed (NTE) amount of \$13,000.00 for services as described based on actual time and materials.

3. **ASSENT.** The parties agree that any attachments are part of this Contract. The parties further agree the Contract provisions supersede any attachment provisions unless there is written evidence of mutual assent.

4. **CONTRACT TERMINATION.** A default or breach may be declared with or without termination. The following constitutes a default or breach: insolvency by or the Contractor's license is revoked; and/or failure of satisfactory performance within the time requirements.

5. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. 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.

6. **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. 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.

7. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees and agents, but not excluding the City's right to participate.

8. **INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. 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. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

9. **LICENSES AND INSURANCE.** Prior to the start of any work, Contractor must provide a Certificate of Insurance for General Liability coverage of \$500,000.00, listed the City as an additional insured. Contractor shall also procure, pay for 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 agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

10. **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.

11. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

12. **ASSIGNMENT/DELEGATION.** Contractor shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

13. **PUBLIC RECORDS.** Information or documents received from Contractor may be open to public inspection and copying.

14. **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 attachment; and shall be fit for ordinary use, of good quality, with no material defects.

15. **GOVERNING LAW; JURISDICTION.** This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

16. **ACKNOWLEDGMENT, EXECUTION & 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 Representative

DATE: _____

BUS LIC # _____

TITLE: _____

ADDRESS: _____

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____



Fernley Focus

City of Fernley

January 18, 2022

Prepared by: Casey Kasten

Prepared for: Daphne Hooper

SoSu.TV Overview

SoSu.TV is a video production company whose focus is to tell the stories of our government, businesses, and community. We understand the importance of conveying a message that is powerful, both visually and emotionally. It is our goal to capture viewers attention through compelling storytelling and appealing visuals.

We have a professionally trained staff of videographers, news journalists, editors, graphic design artists, and scriptwriters with combined experience of over 50 years. SoSu.TV has state of the art equipment including 4k video, lighting equipment, industry-standard editing software, time lapse capabilities as well as drone cameras for the ultimate cinematic effect. We have the tools necessary to produce a timeless piece that can be used to educate, inform, and compel viewers to take action.

Original Video Content - Producing Engagement

SoSu.TV’s social video services will deliver the following results for the City of Fernley:

- **Provide top tier communications toolkit for City of Fernley**– Our mission is to become the video production resource for City of Fernley communications strategies. With our deep experience and knowledgeable staff, we have the bandwidth to produce quality content, quickly.
- **Provide an ongoing narrative in your brand journalism** – Having produced hundreds of videos for government agencies, SoSu.TV can hone your message into compelling video content that communicates your brand through visual storytelling. Our professional video ninjas have years of experience in brand storytelling and can weave interviews and b-roll into a film that is greater than the sum of its parts.
- **Provide cost effective, award winning video content that works** – Engagement and transparency is critical in government communications. Our team is experienced in producing content specifically for government agencies giving us the cutting edge in relating and communicating to your constituents.

Fee Summary

Original Content	\$12,000
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Original Content Development and Distribution (\$100 per hour). Includes 10 hours of production time for shoots and editing per month. Any additional time will be billed at \$100 per hour and pre-approved by the City Manager.

- One 2-3 minute News Journalist Style Video Pack a month.

- One day per month on location in Fernley, NV to film any guests and get accompanying b-roll.
 - SoSu.TV will shoot on location and provide crew for 1-2 hours of shooting time and 1-2 locations.
 - SoSu.TV will develop and animate graphics as needed upon supplied artwork.
 - SoSu.TV will edit raw footage into a compelling video for customized branding campaign.
 - SoSu.TV will prepare and distribute the video for broadcast and online distribution.
- City of Fernley will provide logo and brand elements.
- City of Fernley will coordinate shoot locations/times.
- City of Fernley will provide talent.

Motion Graphics <i>(1 Product @ \$1,500/product)</i>	\$1,500
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SoSu.TV will develop graphics animation with supplied art. Our motion graphics experts can take your .eps and put it on wheels with motion graphics that fall in-line with your brand and draw your viewers eye through the video.

Discount	\$-500
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New client discount

1 hour client revisions - Included <i>(1 Day @ \$0/day)</i>	\$0
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1 hour of client revisions. We believe you can have it your way. So, the first round of edits to your one monthly video are on us. Additional edits are billed out at \$100/hr.

Project Total	\$13,000
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Why Choose SoSu.TV?

The City of Fernley needs to focus on the big picture of running its community services. That's why you want a company like SoSu.TV to worry about all the details of making a great impression with your citizens. Here is just a sample of what we will bring to the table in our work for City of Fernley:

- **SoSu.TV is experienced in video production and marketing, helping you thrive in today's video environment** – Our team has experience developing engaging online videos and broadcasts. Beyond creating the content we also have the tools to promote that content to a specific audience, your citizens and future customers.
- **SoSu.TV's lean, focused team is dedicated to educating, inspiring, and causing your citizens to take action** – Marketing and online efforts are useless if your citizens forget about you or even worse do not take action after hearing your messages. We treat every production as a valuable opportunity to give your citizens a memorable experience, that moves them to the next step of your educational funnel.

5 Reasons Why Governments Choose SoSuTV

- SoSu.TV has a proven track record in developing content strategies for government agencies.
- SoSu.TV has successfully produced thousands of hours of content and hundreds of thousands of views.
- SoSu.TV integrates branding, graphic design, animation and cinematography into everything we do.
- SoSu.TV has built a reputation for documentary and news-style storytelling.
- SoSu.TV is reliable and efficient in turning your project around.

Next Steps

To take advantage of this proposal and proceed with the project as outlined, the City of Fernley's next steps must be to:

- Accept the proposal as-is
- Discuss desired changes with SoSu.TV
- Finalize and sign the contract
- Net 30 billing

Once completed, SoSu.TV will contact City of Fernley to schedule a project launch meeting to develop a project timeline and gather information before beginning the work.

We are happy to make changes to project scope on the City of Fernley's request at any time, but may be subject to additional billing.

Time and Performance

The services to be performed here under SoSu.TV shall be performed during the initial period commencing July 1, 2022 through June 30, 2023 with the City of Fernley retaining the option to renew this agreement for two additional, one year periods.

SoSu.TV will bill an additional 3% per year in cost of living increases.

Services and Materials to be provided by the City of Fernley

The City of Fernley shall furnish SoSu.TV with the necessary information, data, and equipment to pertain to the execution of this agreement. The City shall cooperate with SoSu.TV in carrying out the work herein and shall provide adequate staff for liaison with SoSu.TV.

Terms and Conditions

Once the project fee is paid in full to SoSu.TV, any elements of text, graphics, photos, contents, trademarks, or other artwork furnished to City of Fernley for inclusion in the television show are owned by City of Fernley.

SoSu.TV assumes City of Fernley has permission from the rightful owner to use any code, scripts, data, and reports provided by City of Fernley for inclusion in its materials, and will hold harmless, protect, and defend SoSu.TV from any claim or suit arising from the use of such work.

SoSu.TV retains the right to display graphics and other web content elements as examples of their work in their portfolio and as content features in other projects.

SoSu.TV provides full refunds up until 48 hours before shoot date. Refunds are not honored after this time.

This agreement becomes effective only when signed by agents of City of Fernley and SoSu.TV. Regardless of the place of signing of this agreement, City of Fernley agrees that for purposes of venue, this contract was entered into in NEVADA and any dispute will be litigated or arbitrated in NEVADA.

The agreement contained in this contract constitutes the sole agreement between City of Fernley and the SoSu.TV regarding all items included in this agreement.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: X No:	Yes: No: X	Contingency budget: 100-415-900 unless there are savings in the City Manager's budget 100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve a contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services in the amount not to exceed \$2,250 a month for FY2022/2023; in addition to using contingency funds for fiscal year 2023.

AGENDA ITEM BRIEF:

In partnership with Mark IV Capital, the City of Fernley seeks a grant consultant to provide comprehensive grant services for the Victory Logistics project. In addition, the grant consultant will include City capital improvement projects, and for grant that fund policing, fire, and other local services needed. Kalbacher Associates, LLC is a provider of federal, state, and foundation grant services for cities, counties, community improvement districts, and non-profit organizations.

RECOMMENDED MOTION:

"I move to approve the contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services for the amount not-to-exceed \$2,250 a month for FY2022/2023; in addition to using contingency funds for fiscal year 2023."

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:

Council may request more information, direct staff to pursue other funding options, or not approve the contract.

BACKGROUND:

The City of Fernley in partnership with Mark IV Capital are seeking a grant consultant to provide comprehensive grant services for the Victory Logistics project, in addition to the City's capital improvement projects, and for grants that fund policing, fire and other local service needs. In February 2021, Council approved a Memorandum of Understanding between the City of Fernley and Mark IV Capital for the specific purpose of seeking grant funding from U.S. Department of Transportation for the completion of Nevada Pacific Parkway. The MOU established the objective for Mark IV to undertake or to cause to undertake any and all work to the extent permissible in connection with drafting the submitting any applications for any Federal Grants, including without limitation, retaining the necessary consultants to generate the appropriate their-party reports as may be advisable in drafting these applications, which may include studies on environmental assessments, traffic, cost-benefit analysis, rail plans, engineering, regional air quality and vehicular safety, responding and following up with any representative's inquiries or requests, any paying for any expenses, fees and costs related to the foregoing. In September 2021, Council approved Addendum A of the MOU between City of Fernley and Mark IV Capital to expand the ability to apply for Federal Funds available beyond the Department of Transportation.

Staff solicited three grant consulting service firms for comprehensive grant consulting service proposals and received two proposals. Staff recommends the proposal with Kalbacher Associates LLC as they have in depth knowledge with the Victory Logistics Project and have worked with Mark IV Capital on DOT grants in the past. Kalbacher Associates undertook the grant research, wrote the DOT grant narrative, prepared the Benefit Cost Analysis report, and provided support on grant advocacy. Most recently, Kalbacher completed the application, budget information, prepared the project narrative, and attachments for the Department of Transportation INFRA Grant.

In addition, KA has over 30 years of technical experience in water supply, solid and hazardous waste management, investigation and remediation, water resources and hydrogeology for public and private sector clients. Kalbacher has expertise in Brownsfield development at both the state and local level, which supports redevelopment of contaminated properties and Grayfields.

Should a grant be awarded, a grant agreement will be brought back to the Council to address specific grant guidelines and expectations.

SCOPE OF WORK

Needs Assessment and Grants Funding Guide

Kalbacher will prepare a Grant Funding Guide to advance discussions with Fernley on current projects, primary issue areas, and future needs that may benefit from grant funding. Kalbacher will document Fernley's funding needs and produce an updated Grants Funding Guide which will recommend funding opportunities to fit each identified project. This analysis will include relevant information on eligible grant applicants, match requirements, an estimated timeline for release of funds, an assessment of the complexity and competitiveness of the grant program, and other program-specific information required to prioritize funding opportunities. Kalbacher will also provide Fernley with a Grants Calendar that will highlight the expected time frame for grants of interest open for competition.

Gant Research

Kalbacher will identify and monitor relevant funding opportunities that meet Fernley's specific needs on a

regular basis. The work product will be grant notice summaries of funding opportunities that have recently been released or are expected to be released in the near term.

Project Development Support

Kalbacher's project development support will begin working with Fernley to strategically develop project proposals to ensure that they meet identified grant and foundation eligibility criteria, and which are positioned to be highly competitive. This process often involves building new partnerships with local, regional, state, and national organizations, adding or subtracting project components to better fit the grant issuing agencies' programmatic objectives, leveraging assistance or other local/state/federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of Fernley's grant proposals.

Grant Writing

Kalbacher grant writing services will begin by developing customized checklists and schedules for Fernley and Kalbacher to follow to ensure that all submitted applications are completed and submitted 48 hours prior to deadline. These checklists and schedules include detailed timelines on 1) relevant grant information Fernley or project partners will need to provide to Kalbacher and when the information must be provided; 2) when Fernley can expect the first and second drafts of the grant narratives from Kalbacher and 3) when Fernley's feedback is due back to Kalbacher. The grant writing services include completing all required grant forms and drafting persuasive and compelling grant budget narratives. For this contract, Kalbacher will prepare 4 grant applications for Fernley during the one-year contract.

Grant Narrative Review and Editing

Kalbacher offers Fernley grant narrative review and editing services for grant applications prepared by Fernley and partner organizations. Kalbacher will review the grant narrative against the funder's requirements, suggest content edits, and provide recommendations on how to improve the narrative.

PROPOSED FEE

Kalbacher will provide the City of Fernley with all of the services described in the above scope of work for a monthly fee not-to-exceed \$2,250 for FY2022-2023. Kalbacher will provide a monthly basis report of activities and hours worked to Fernley. The monthly fee includes all administrative and overhead costs but does not include travel expenses. In the event Kalbacher is requested to travel for Fernley, travel costs will be billed at Fernley's preference of either the City's travel rate or the state of Nevada's travel rate and per diem rates. Fernley retains the right upon convenience to terminate this agreement and associated monthly fee upon 30-day notice.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None.

FINANCIAL IMPLICATIONS:

This expenditure was not budgeted for 2023. The City may use contingency funds to cover the cost if there are no savings in the City Manager's budget.

ATTACHMENTS:

1. Kalbacher Associates LLC FY2022-23 contract - comprehensive grant services
2. Attachment B - Fee Schedule Kalbacher Associates LLC FY2022-23
3. Attachment A - Scope of Work Kalbacher Associates LLC FY2022-23
4. 2022 Kalbacher Associates Grant Services Contract Extension Proposal to the City of Fernley NV

CONTRACT
A Contract For Comprehensive Grant Services

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

and

Kalbacher Associates LLC
1324 Roundhouse Lane
Alexandria, VA 22314

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 (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.** 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.
 - B. **Performance Standards.** In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
 - C. **Changes to Contractor's Services.** The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost or time required

CONTRACT

A Contract For Comprehensive Grant Services

to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

- D. 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.

3. 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).

- 4. 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, by facsimile 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

If to Contractor: Kalbacher Associates LLC
 1324 Roundhouse Lane
 Alexandria, VA 22314

5. 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

CONTRACT

A Contract For Comprehensive Grant Services

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.

6. 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

CONTRACT

A Contract For Comprehensive Grant Services

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:

1. 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;
2. 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
3. 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. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

1. Terminate this Contract, suspend payment of all pending invoices otherwise due to the Contractor hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Contractor any additional cost for completing this Contract;
2. Terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

CONTRACT

A Contract For Comprehensive Grant Services

3. Continue with the performance by the Contractor and serve within a reasonable time after completion of the Contract a notice of claim or dispute.

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:

1. 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.
2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
4. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
5. 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).

7. **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.
8. **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.
9. **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.
10. **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,

CONTRACT

A Contract For Comprehensive Grant Services

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.

11. 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.

12. 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 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

CONTRACT

A Contract For Comprehensive Grant Services

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.

- 13. 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.

COF

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.

1. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627.
2. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:
 - a. CONTRACTOR 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

CONTRACT

A Contract For Comprehensive Grant Services

Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

3. 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.
4. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:
 - a. 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
 - b. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF	CTR
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B. 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 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
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C. Business Automobile Liability Insurance

1. Minimum Limit required: **\$150,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

CONTRACT

A Contract For Comprehensive Grant Services

2. 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.

COF	CTR
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D. **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
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E. **Commercial Crime Insurance**

1. Minimum Limit required: **\$10,000**
 1. 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
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F. **Performance Security**

1. Amount required: \$ _____
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.

G. **General Requirements.**

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 insurance policy shall provide for a waiver of subrogation in favor of the City.
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

CONTRACT

A Contract For Comprehensive Grant Services

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 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.

14. 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.
4. 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. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

15. 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

A Contract For Comprehensive Grant Services

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.

16. 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. It is important to note:

A. Contractor is required to obtain a City of Fernley business license prior to commencing work unless Contractor qualifies for an exception. Contractor is also required to provide a W-9 to the City's Finance Department.

B. Contractor is required to research and determine if Contractor must comply with:

1. Buy America Requirements
2. Prohibition against Boycott Israel provisions in NRS in Public Works contracts
3. Prevailing Wage Requirements
4. Apprenticeship Utilization Act

17. 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.

18. 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

CONTRACT

A Contract For Comprehensive Grant Services

determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.

CONTRACT

A Contract For Comprehensive Grant Services

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.)

23. **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.
24. **GENERAL WARRANTY.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
25. **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.
26. **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

CONTRACT

A Contract For Comprehensive Grant Services

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.

- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.

CONTRACT

A Contract For Comprehensive Grant Services

- 31. 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.
- 32. 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.
- 33. 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.

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

CITY OF FERNLEY

City of Fernley Mayor

Date

ATTEST:

City Clerk

Date

CONTRACT

A Contract For Comprehensive Grant Services

APPROVED AS TO FORM:

City Attorney Date

Date

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: Karl Kalbacher, PG

TITLE: President

FIRM: Kalbacher Associates LLC

BUSINESS LICENSE #:

Address: 1324 Roundhouse Lane

City: Alexandria State: VA Zip Code: 22314

Telephone: 703-303-4665 Fax #:

E-mail Address: kfkalbacher@gmail.com

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

On this _____ day of _____, in the year 20__, before me, _____ / Notary Public, personally appeared _____, personally known to me or proved to me on the basis of _____

CONTRACT

A Contract For Comprehensive Grant Services

satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

ATTACHMENT B: FEE SCHEDULE
KALBACHER ASSOCIATES LLC – COMPREHENSIVE GRANT SERVICES

Kalbacher Associates LLC Proposed Fee

KA offers to provide to Fernley all the services described in the Attachment A: Scope of Work for a monthly fee not to exceed \$2,250 for FY2022-2023. KA will provide on a monthly basis to Fernley a report of activities and hours worked. The monthly fee includes all administrative and overhead costs but does not include travel expenses.

In the event KA is requested to travel for Fernley services, travel costs will be billed at Fernley's preference of either the city's travel rate or the state of Nevada travel and per diem rates. Fernley retains the right upon convenience to terminate this agreement and associated monthly fee upon 30 days' notice.

ATTACHMENT A: SCOPE OF WORK
KALBACHER ASSOCIATES LLC – COMPREHENSIVE GRANT SERVICES

Kalbacher Associates LLC Grant Services

Kalbacher Associates LLC (KA) offers to Fernley the following grant services.

Needs Assessment and Grants Funding Guide

KA will prepare a Grant Funding Guide to advance discussions with Fernley on current projects, primary issue areas, and future needs that may benefit from grant funding. KA will document Fernley's funding needs and produce an updated Grants Funding Guide which will recommend funding opportunities to fit each identified project. This analysis will include relevant information on eligible grant applicants, match requirements, an estimated timeline for release of funds, an assessment of the complexity and competitiveness of the grant program, and other program-specific information required to prioritize funding opportunities. KA will also provide to Fernley a companion Grants Calendar that will highlight the expected time frame of grants of interest open for competition. Our goal in producing the Grants Funding Guide and Grants Calendar is to advance projects ahead of the grant notice announcement.

Grant Research

KA will identify and monitor relevant funding opportunities that meet Fernley's specific needs on a regular basis. The work product will be grant notice summaries of funding opportunities that have recently been released or are expected to be released in the near term.

Project Development Support

The projects that Fernley seeks federal and state grants and philanthropic foundation funding will in most cases require consulting support to screen funding opportunities and develop project elements in advance of grant submittal. Project development support sets the stage for successfully competing for grant and foundation funding.

KA's project development support will begin with working with Fernley to strategically develop project proposals to ensure that they meet identified grant and foundation eligibility criteria, and which are positioned to be highly competitive. Even the most beneficial local projects often have to be modified or supplemented in order to successfully compete at the state, foundation or federal level. This process often involves building new partnerships with local, regional, state, and national organizations; adding or subtracting project components to better fit the grant issuing agencies programmatic objectives; leveraging assistance or other local/state/federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of Fernley's grant proposals.

KA Project development services also include advocacy development and support for Fernley projects. Some grant programs require the applicant to complete environmental studies or economic cost-benefit analyses as part of the grant application. Other grant programs require projects to be formally included in State Project lists. KA can work with Fernley to ensure these studies are completed or substantially advanced prior to the grant application deadline. KA will offer these services under a project specific bill rate.

Grant Writing

ATTACHMENT A: SCOPE OF WORK
KALBACHER ASSOCIATES LLC – COMPREHENSIVE GRANT SERVICES

Preparing winning grant proposals takes time, skill, and knowledge. KA grant writing services will begin by developing customized checklists and schedules for Fernley and KA to follow to ensure that all submitted applications are complete and submitted 48 hours prior to deadline. These checklists and schedules include detailed timelines on 1) relevant grant information Fernley or project partners will need to provide to KA and when the information must be provided; 2) when Fernley can expect the first and second drafts of the grant narratives from KA; 3) and when Fernley feedback is due back to KA.

KA will continually update the grant project timeline - making modifications based on issues that arise during preparing the grant application. Our goal in preparing these descriptive timelines is to maintain accountability in the collection of information and in the development of grant budget, project and budget narratives, and in collecting critically important letters of support from relevant organizations.

KA grant writing services include completing all required grant forms and drafting persuasive and compelling grant and budget narratives. For this contract, KA will prepare four (4) grant applications for Fernley and its partners.

Grant Narrative Review and Editing

KA offers to Fernley grant narrative review and editing services for grant applications prepared by Fernley and partner organizations. KA will review the grant narrative against the funder's requirements, suggest content edits, and provide recommendations on how to improve the narrative.



May 15, 2022

Mr. Patrick Marsh
Acting City Manager
City of Fernley, NV
595 Silver Lace Boulevard
Fernley, Nevada 89408

RE: Kalbacher Associates Comprehensive Grant Services - Contract Extension

Dear Mr. Marsh,

Kalbacher Associates, LLC (KA) appreciates the opportunity to continue to provide comprehensive grant services, project development, and planning support to the city of Fernley. KA received a four-month contract from the city to provide comprehensive grant services in March 2022. Since March, KA has prepared two US Department of Transportation (US DOT) grants for the city of Fernley and Mark IV Capital in connection with the development of road and rail infrastructure in and around the Victory Logistics site.

Under this contract extension KA would be pleased starting in July 2022 to continue to assist the city with planning, identifying, and securing additional federal grant funds in connection with the \$1.2 trillion Infrastructure Investment and Jobs Act (IIJA), and other federal and state grant funding opportunities that support community needs.

Fernley Projects

KA understands that Fernley seeks grant consultant services for the Victory Logistics project, capital improvement projects, and for grants that fund policing, fire and other local service needs.

Infrastructure Bill Grant Programs

The passage of the IIJA on November 6, 2021, offers a multitude of opportunities for the city of Fernley to secure federal grant funding for key projects. The IIJA will make available \$1.2 trillion in funding for infrastructure programs across the transportation, energy and water sectors, through a combination of grants, loans, and tax incentives. Of the \$1.2 trillion, \$550 billion is new federal funds not previously authorized. The bill also reauthorizes the highway, public transportation and rail programs for five years, and establishes new programs for water supply, wastewater, and energy efficiency.

Kalbacher Associates has completed a review of the over 300 grant funded programs offered through the IIJA and has attached a list of 31 of the more promising grants that the city of Fernley should consider applying for funding for capital improvement projects. Provided below are descriptions for a subset of these 31 projects and other grant programs that were not included in the White House Master List of infrastructure grant programs but are funded under the IIJA.

- *The Nationally Significant Freight and Highway Projects (INFRA)* grant (\$8 billion for highway and freight projects of national or regional significance) **(Kalbacher Associates is preparing the 2022 grant application for the city of Fernley and Mark IV Capital for the Victory Logistics project)**
- *Bridge Investment Program* (\$12.5 billion to rehabilitate or replace bridges)
- *Carbon Reduction Formula Program* (\$6.3 billion to states to reduce transportation emissions, fund trails and paths for bicyclists and pedestrians, fund diesel emission retrofits)
- *Healthy Streets Program* (\$500 million for grants to states, local governments and tribes to deploy cool pavements and porous pavements and to expand tree cover) – This grant program is not included in the attached Excel Spreadsheet.
- *Reconnecting Communities Pilot Program* (\$1 billion in grant funds available of which \$250 million is for planning grants and \$750 million is for construction grants for projects that remove, retrofit or mitigate previously constructed barriers to mobility, access or economic development to restore community connectivity)
- *SMART Grant Program* Strengthening Mobility and Revolutionizing Transportation program authorizes (\$500 million for demonstration projects that implement advanced smart city or community technologies and systems to improve transportation efficiency and safety)
- *Consolidated Rail Infrastructure and Safety Improvements Grants (CRISI)* (\$5 billion for projects that support the development or expansion of intercity passenger rail service, that address congestion challenges affecting rail service, improve short-line or regional railroad infrastructure; support highway-rail grade crossing improvement projects, rail line relocation and improvement projects, and regional rail and corridor service development plans and environmental analyses)
- *RAISE/BUILD Grant* (\$7.5 billion to implement a new competitive grant program to fund projects that will have a significant local or regional economic impact and improve transportation infrastructure) **(Kalbacher Associates submitted a 2022 grant application for the city of Fernley and Mark IV Capital for the Victory Logistics project)**
- *Energy Efficiency and Conservation Block Grant Program* (\$550 million to finance energy efficiency and other clean energy capital investments, projects, loan programs and performance contracting programs)
- *Wastewater Efficiency Grant Pilot Program* (\$100 million for a new pilot program to create or improve waste-to-energy systems) - This grant program is not included in the attached Excel Spreadsheet.
- *Pilot Program for Alternative Water Source Projects* (\$125 million for treatment of stormwater in addition to water and wastewater to potable water).

- Water Storage, Groundwater Storage and Conveyance Projects (\$1.15 billion in grants for small surface water and groundwater storage projects) - This grant program is not included in the attached Excel Spreadsheet.

Traditional Federal Grant Program Offerings

In addition to the federal funding available to the city of Fernley from the IIJA, there are also many state and federal governments recurring grant programs to consider. Provided below are a few of the federal grant programs that would be included in a state and federal Grant Funding Guide that KA will prepare as part of a contract deliverable. (The Grant Funding Guide is described in a later part of this letter agreement).

1) US Economic Development Administration (EDA):

- a) Public Works and Economic Adjustment Assistance: Public Works and Economic Adjustment Assistance programs provide economically distressed communities and regions with comprehensive and flexible resources to address a wide variety of economic needs. Projects funded by these programs will support work in Opportunity Zones and will support the mission of the Department by, among other things, leading to the creation and retention of jobs and increased private investment, advancing innovation, enhancing the manufacturing capacities of regions, providing workforce development opportunities, and growing ecosystems that attract foreign direct investment. **Rolling Application**
- b) Planning and Local Technical Assistance: Under the Planning and Local Technical Assistance programs, EDA assists eligible recipients in developing economic development plans and studies designed to build capacity and guide the economic prosperity and resiliency of an area or region. The Planning program helps support organizations, including District Organizations, Indian Tribes, and other eligible recipients, with Short Term and State Planning investments designed to guide the eventual creation and retention of high-quality jobs, particularly for the unemployed and underemployed in the Nation's most economically distressed regions.

As part of this program, EDA supports Partnership Planning investments to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS), which articulate and prioritize the strategic economic goals of recipients' respective regions. The Local Technical Assistance program strengthens the capacity of local or State organizations, institutions of higher education, and other eligible recipients to undertake and promote effective economic development programs through projects such as feasibility studies and impact analyses. **Rolling Application**

2) US Department of Justice

- a) COPS Hiring Program (CHP): The COPS Hiring Program (CHP) is a competitive grant program designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. The CHP offered approximately \$140

million in funding for Fiscal Year 2021.

- b) **Community Policing Development (CPD) Program:** Community Policing Development Program funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

3) US Department of Agriculture (USDA)

- a) **Housing Assistance:** USDA provides homeownership opportunities to low- and moderate-income rural Americans through several loan and grant programs. The programs also make funding available to individuals to finance vital improvements necessary to make their homes decent, safe, and sanitary. USDA Multi-Family Housing Programs offer rural rental housing loans to provide affordable multi-family rental housing for very low-, low- and moderate-income families; the elderly; and persons with disabilities. In addition, rental assistance is available to eligible families. **Rolling Application**
- b) **Community Facilities Direct Loan & Grant Program:** This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings. **Rolling Application**
- c) **The Farmers Market Promotion Program (FMPP):** FMPP grants are targeted to improve and expand domestic farmers markets, roadside stands, community-supported agriculture programs and other direct producer-to-consumer market opportunities.
- d) **Water & Waste Disposal Loans & Grants:** This program provides funding for clean and reliable drinking water systems, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage to households and businesses in eligible rural areas. **Rolling Application**
- e) **Water & Waste Disposal Predevelopment Planning Grants:** This program assists low-income communities with initial planning and development of applications for USDA Rural Development Water and Waste Disposal direct loan/grant and loan guarantee programs. **Rolling Application**
- f) **Water & Waste Disposal Technical Assistance & Training Grants:** This program helps qualified, private nonprofits provide technical assistance and training to identify and evaluate solutions to water and waste problems; helps applicants prepare applications for water and waste disposal loans/grants; and helps associations improve the operation and maintenance of water and waste facilities in eligible rural areas. **Rolling Application**
- g) **Strategic Economic and Community Development:** Strategic Economic and Community Development (SECD) funding supports regional economic and community development planning. **Rolling Application**

KA has always believed that early planning and positioning of projects to address all grant criteria is key to advancing Fernley's goal of securing IJA discretionary grant funds and funding from other grant programs.

Kalbacher Associates

Kalbacher Associates, LLC (KA) is a premier provider of federal, state, and foundation grant services for cities, counties, community improvement districts, and non-profit organizations. We also offer economic development and environmental consulting services that are focused on the needs of local governments.

KA specializes in securing state, federal, and foundation grant funding for clients. Since our founding in 2015 we have achieved a 66% winning record and have secured over \$400M in grant funding for public and non-profit sector clients. Since 2018, KA has won nine US DOT Infrastructure Development grants for clients totaling \$115,417,294 and three US EDA grant awards totaling \$5,420,000.

KA Grant Services

KA offers to continue to provide to the city of Fernley the following grant services.

Needs Assessment and Grants Funding Guide

KA believes that securing grant funding begins with understanding Fernley's priorities and planning for success! KA will advance discussions with Fernley on current projects, primary issue areas, and future needs that may benefit from grant funding. KA will document Fernley's funding needs and produce an updated Grants Funding Guide which will recommend funding opportunities to fit each identified project. This analysis will include relevant information on eligible grant applicants, match requirements, an estimated timeline for release of funds, an assessment of the complexity and competitiveness of the grant program, and other program-specific information required to prioritize funding opportunities.

KA will also provide to Fernley a companion Grants Calendar that will highlight the expected timeframe of grants of interest open for competition. Our goal in producing the Grants Funding Guide and Grants Calendar is to advance city projects ahead of the grant notice announcement.

Grant Research

KA will identify and monitor on a daily basis relevant grant funding opportunities that meet Fernley's specific needs. The work product will be grant notice summaries of funding opportunities that have recently been released or are expected to be released in the near term.

Project Development Support

The projects that Fernley seeks federal and state grants and philanthropic foundation funding will in most cases require consulting support to screen funding opportunities and

develop project elements in advance of grant submittal. Project development support sets the stage for successfully competing for grant and foundation funding.

KA's project development support will begin with working with Fernley to strategically develop project proposals to ensure that they meet identified grant and foundation eligibility criteria, and which are positioned to be highly competitive. Even the most beneficial local projects often have to be modified or supplemented in order to successfully compete at the state, foundation or federal level. This process often involves building new partnerships with local, regional, state, and national organizations; adding or subtracting project components to better fit the grant issuing agencies programmatic objectives; leveraging assistance or other local/state/federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of Fernley's grant proposals.

Environmental Project Support for Fernley projects

Some grant programs require the applicant to complete environmental studies or economic cost-benefit analyses as part of the grant application. Examples include completion of a National Environmental Policy Act - Environmental Assessment or the ASTM Phase I Environmental Site Assessment (ESA). Other grant programs require projects to be formally included in State Project lists. KA will work with Fernley to ensure these studies are completed or substantially advanced prior to the grant application deadline. KA will offer these services under a project specific bill rate.

Grant Writing

Preparing winning grant proposals takes time, skill, and knowledge. KA grant writing services will begin by developing customized checklists and schedules for Fernley and KA to follow to ensure that all submitted applications are complete and submitted 48 hours prior to deadline. These checklists and schedules will include detailed timelines on 1) relevant grant information Fernley or project partners will need to provide to KA and when the information must be provided; 2) when Fernley can expect the first and second drafts of the grant narratives from KA; 3) and when Fernley feedback is due back to KA.

KA will continually update the grant project timeline - making modifications based on issues that arise during preparing the grant application. Our goal in preparing these descriptive timelines is to maintain accountability in the collection of information and in the development of grant budget, project and budget narratives, and in collecting critically important letters of support from relevant organizations.

KA grant writing services include completing all required grant forms and drafting persuasive and compelling grant and budget narratives.

For this contract extension, KA will prepare four (4) grant applications for Fernley during the contract one-year term. In the event a Fernley grant is not awarded; KA will arrange for a grant debrief with the funding agency to learn about the application's strengths and

weaknesses.

Grant Narrative Review and Editing

KA offers to Fernley grant narrative review and editing services for grant applications prepared by Fernley. KA will review the grant narrative against the funder's requirements, suggest content edits, and provide recommendations on how to improve the narrative.

KA Proposed Fee

KA will provide to Fernley all the services described in this proposal for a monthly fee of \$2,250 for 12 months beginning July 1, 2022. KA will provide on a monthly basis to Fernley a report of activities and hours worked. The monthly fee includes all administrative and overhead costs but does not include travel expenses. In the event KA is requested to travel for Fernley services, travel costs will be billed at Fernley's preference of either the city's travel rate or the state of Nevada travel and per diem rates. Fernley retains the right upon convenience to terminate this agreement and associated monthly fee upon 30 days' notice.

KA Personnel Assigned to Fernley

I will serve as your principal point of contact and lead grant writer for this contract. In addition to my grant experience, I also possess over 30 years of technical experience in water supply, solid and hazardous waste management, investigation and remediation, water resources and hydrogeology for public and private sector clients. I have also developed expertise in Brownfields redevelopment as a result of developing and managing' environmental and finance programs at both the state and local level that support the redevelopment of contaminated properties and Grayfields.

KA appreciates the opportunity to provide grant writing and related project development and planning services to the city of Fernley. If you have any questions or require additional information, please do not hesitate to contact me directly at (703) 303-4665, or by email at KFKalbacher@KalbacherAssociates.com

Thank you and I look forward to continuing to provide grant services to the city of Fernley.

Best Regards,

Karl Kalbacher

Karl Kalbacher, PG
President

ACKNOWLEDGED AND AGREED TO BY:

Kalbacher Associate, LLC

City of Fernley, NV

Karl Kalbacher

Karl Kalbacher, PG
President

Patrick Marsh
Acting City Manager

____ May 15, 2022 _____ date

_____ date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: April Homme

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-418-342

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action to Approve the renewal of the City's accounting and ERP software package with Caselle, Inc. for FY2022-2023 in the amount not to exceed \$35,815.00.

AGENDA ITEM BRIEF:

Maintaining Software Assurance allows the City of Fernley to have the most up-to-date financial software without the added costs associated with future upgrades. Improved functionality and additional features will improve productivity. Effective July 1, 2022 costs will increase by 3%. This increase has been factored into the contract.

RECOMMENDED MOTION:

"I move to approve the Caselle, Inc. annual agreement for the City's accounting and ERP software from 07/01/2022 to 06/30/2023 for the amount of \$35,815.00."

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 can, may:

- Not approve the contract and direct staff to look for other possible companies for accounting, ERP, and document management software packages.
- Request additional information

BACKGROUND:

The City of Fernley began using Caselle, our financial software solution, in 2002. Software Assurance is a cost effective method of maintaining and updating software, as the cost of the upgrades (new versions) are included in the yearly fees. A typical upgrade would normally cost \$25,000-\$35,000 for new releases and that does not include the yearly maintenance agreements. New features and enhancements are currently available and planned include improved reporting features, online timekeeping, improved General Ledger updating for Cash Receipting, Web Portal for users to download reports, Customizable Consoles, improved service order routines. In FY2019-20, the City implemented Caselle's document management system.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The contract defines termination, liability, and legal requirements.

FINANCIAL IMPLICATIONS:

Funds have been budgeted for FY 2022-2023.

ATTACHMENTS:

1. Fernley NV Support Increase Letter
2. Caselle Contract FY 22-23
3. Caselle Invoice 117154

January 26, 2022

City of Fernley
Attn: Accounts Payable
595 Silver Lace Blvd
Fernley NV 89408

RE: Software Support and Maintenance Increase

Dear Valued Customer,

Caselle appreciates your business and our relationship with your organization. We understand how hard you work to provide quality service to your customers. Our goal is to provide your organization with the best and most cost-effective customer service possible.

We work hard to keep our software and our services affordably priced. For over eight years, we have not increased our support and maintenance fees despite the increasing costs that we incur.

We value your business and feel fortunate for our association with you, your employees, and your citizens.

As much as we would like to maintain our current rates, we find it necessary to increase our fees by a minimal amount.

Effective July 1, 2022, the cost for your organization will increase by approximately three percent (3%).

If you have questions regarding this notice, please call Scott Cook at 801-850-5031.

Thank you for allowing us to provide software and services for your organization's needs.

Sincerely,

Caselle, Inc.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and Caselle Inc.

- 1. CONTRACT TERM.** This Contract shall be effective from July 1, 2022 to June 30, 2023
- 2. SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified in the Software Assurance agreement dated May 18, 2016. Caselle is the City's accounting, and ERP software package. The City will pay Caselle Inc. \$37,700.00 less 5% discount (1,885.00) for a total amount a not-to-exceed (NTE) amount of \$ 35,815 for Annual Support Maintenance and Upgrades. The City will pay the Contractor a not-to-exceed (NTE) amount of \$35,815.00 for services as described based on actual time and materials.
- 3. ASSENT.** The parties agree that any attachments are part of this Contract. The parties further agree the Contract provisions supersede any attachment provisions unless there is written evidence of mutual assent.
- 4. CONTRACT TERMINATION.** A default or breach may be declared with or without termination. The following constitutes a default or breach: insolvency by or the Contractor's license is revoked; and/or failure of satisfactory performance within the time requirements.
- 5. LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. 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.
- 6. 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. 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.
- 7. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees and agents, but not excluding the City's right to participate.
- 8. INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. 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. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.
- 9. LICENSES AND INSURANCE.** Prior to the start of any work, Contractor must provide a Certificate of Insurance for General Liability coverage of \$500,000.00, listed the City as an additional insured. Contractor shall also procure, pay for 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 agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.
- 10. 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.
- 11. SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 12. ASSIGNMENT/DELEGATION.** Contractor shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
- 13. PUBLIC RECORDS.** Information or documents received from Contractor may be open to public inspection and copying.
- 14. 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 attachment; and shall be fit for ordinary use, of good quality, with no material defects.
- 15. GOVERNING LAW; JURISDICTION.** This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.
- 16. ACKNOWLEDGMENT, EXECUTION & 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 Representative

DATE: _____

BUS LIC # _____

TITLE: _____

ADDRESS: _____

Caselle, Inc.

1656 S. East Bay Blvd, Suite 100

Provo, UT 84606

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____



Fax: 801-850-5001

117154

Customer No: 1627



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: April Homme

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: X No:	Yes: X No:	100-418-342

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action to Approve renewal contract with OpenGov Inc. for OpenGov Operating & Capital Budget, Enterprise Integration & Citizen Services. Permitting. Licensing & Code Enforcement Level 1 Reporting and Analysis software subscription, in an amount not to exceed \$26,205.55.

AGENDA ITEM BRIEF:

The City currently uses the OpenGov Budget Builder and OpenGov Reporting and Analysis software to create the City's budget, create reports, FCTA grant portal, and aids in financial analysis. The FY2022/23 cost includes a credit for Prepaid and Unused Reporting & Transparency Services.

RECOMMENDED MOTION:

"I move to approve the contract for OpenGov in an amount not to exceed \$26,205.55 "

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 can, may:

- Not approve the contract and direct staff to look for other possible companies.

- Request additional information

BACKGROUND:

OpenGov is a platform that now works with more than 1,500 cities and counties across America to transform the way staff builds their budgets, operate to performance, and communicate the narrative to residents and Council members. The City has used OpenGov's Budget Builder and OpenGov's Reporting and Analysis since FY2018 to streamline the budget process and provide efficiencies and transparency.

Using OpenGov's platform the budget is shared in a way that is beneficial to the community. The platform has created a more transparent budget process during the budget development as well as throughout the year.

OpenGov Reporting and Analysis: City of Fernley staff can create an unlimited number of reports, and choose which reports will be made public, and build private or shared reports with internal staff. The Reporting and Analysis platform includes monthly budget to actual reporting. This module also features the use of mapping tools for capital projects or non-financial geocoded data. OpenGov will support the presentation of the non-financial, performance data collected by the City.

OpenGov Budget Builder: This module will assist with building collaborative budgets and engage all departments within the City of Fernley. Working and final versions of the budget can be easily exported and shared with Council and department heads for further analysis and collaboration in the OpenGov Intelligence reporting module.

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

Funds have been budgeted to cover the cost of services.

ATTACHMENTS:

1. OpenGov Inc Contract FY22-23 Exp 2023_0630
2. OpenGov invoice FY22-23 end 2023_0630

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and OpenGov Inc.

1. CONTRACT TERM. This Contract shall be effective from July 01, 2022 to June 30, 2023.

2. SCOPE OF WORK AND CONSIDERATION. The parties agree that Contractor will provide the services specified: Operating & Capital Budget, Enterprise Integration & Citizen Services. Permitting, Licensing & Code Enforcement Level 1

_____. The City will pay the Contractor a not-to-exceed (NTE) amount of \$ 26,205.55 for services as described based on actual time and materials.

3. ASSENT. The parties agree that any attachments are part of this Contract. The parties further agree the Contract provisions supersede any attachment provisions unless there is written evidence of mutual assent.

4. CONTRACT TERMINATION. A default or breach may be declared with or without termination. The following constitutes a default or breach: insolvency by or the Contractor's license is revoked; and/or failure of satisfactory performance within the time requirements.

5. LIMITED LIABILITY. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. 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.

6. 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. 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.

7. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees and agents, but not excluding the City's right to participate.

8. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. 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. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

9. LICENSES AND INSURANCE. Prior to the start of any work, Contractor must provide a Certificate of Insurance for General Liability coverage of \$500,000.00, listed the City as an additional insured. Contractor shall also procure, pay for 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 agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

10. 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.

11. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

12. ASSIGNMENT/DELEGATION. Contractor shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

13. PUBLIC RECORDS. Information or documents received from Contractor may be open to public inspection and copying.

14. 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 attachment; and shall be fit for ordinary use, of good quality, with no material defects.

15. GOVERNING LAW; JURISDICTION. This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

16. ACKNOWLEDGMENT, EXECUTION & 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 Representative

DATE: _____

BUS LIC # _____

TITLE: _____

ADDRESS: _____

OpenGov Inc.

San Jose, CA 95160

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____



OpenGov Inc. PO Box 41340
San Jose, CA 95160
United States

Created On: 3/8/2022
Order Form Expiration: 6/30/2022
Subscription Start Date: 7/1/2022
Subscription End Date: 6/30/2023

Prepared By: Jenny Russell
Email: jrussell@opengov.com
Contract Term: 12 Months

Customer Information			
Customer:	City of Fernley, NV	Contact Name:	Daphne Hooper
Bill To/Ship To:	595 Silverlace Blvd Fernley, Nevada 89408 United States	Email:	dhooper@cityoffernley.org

Order Details	
Billing Frequency:	Annual
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Operating & Capital Budget, Enterprise Integration & Citizen Services Permitting, Licensing & Code Enforcement - Level 1	7/1/2022	6/30/2023	\$34,955.55
Citizen Services - CREDIT for Prepaid and Unused Reporting & Transparency Services Permitting, Licensing & Code Enforcement - Level 1	7/1/2022	12/30/2022	(\$8,750.00)
Annual Subscription Total:			\$26,205.55

Billing Table:	
Billing Date	Amount Due
July 1, 2022	\$26,205.55

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Fernley, NV

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Brandi Jensen, City Attorney

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

100-414-310

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to approve a settlement agreement in Lansing v. City of Fernley; Case No. 21-CV-00255 Third Judicial District Court.

AGENDA ITEM BRIEF:

Lansing filed a lawsuit against the City of Fernley regarding the Summerbreeze subdivision. This settlement agreement would resolve that litigation.

RECOMMENDED MOTION:

I move to approve the settlement agreement with Lansing in Case No. 21-CV-00255

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:

Proceed to litigation

BACKGROUND:

Lansing filed a lawsuit against the City of Fernley regarding the Summerbreeze subdivision. This settlement agreement would resolve that litigation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

Not resolving could result in the costs of litigation. Resolving will cost the City in maintenance of the city-owned infrastructure portions of the subdivision.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:		CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:	No: X	Yes:	No: X

ACTION REQUESTED: Resolution

AGENDA ITEM: (For Possible Action):

Possible Action and Presentation and adoption of Resolution 22-016, providing for the transfer of the City's 2022 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.

AGENDA ITEM BRIEF:

The Nevada Rural Housing Authority has requested that the City transfer its 2022 Bond Cap to the NRHA for the purpose of providing a means of financing the cost of single-family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

RECOMMENDED MOTION:

"I move to approve Resolution 22-016, providing for the transfer of the City's 2022 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule the 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 Volume Cap may be transferred to any local government located in the same county for a specific project. Any portion that is transferred is subject to the provisions of NAC 348A.220 in the same manner as the local population share of the local government receiving the transfer. No other agencies have requested a transfer.

BACKGROUND:

Each year, the City of Fernley transfers its unused private activity Bond Cap to Nevada Rural Housing Authority, resulting in continued success for their "Home at Last Program."

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. PABC 2022 Request Fernley
2. Stats Fernley 2022-06-01
3. Resolution 22-016



June 1, 2022

Mr. Roy Edgington, Jr.
Mayor, City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Re: Request for Private Activity Bond Cap

Dear Mayor Edgington:

The *feeling of home* has gained so much power and impact over the past two years, hasn't it? It's where we've all sought hope, comfort, and a sense of belonging during some truly challenging times, and it's what we've aimed to help build in your community with your support. Each year, your county transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA), resulting in our continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers.

Transferring unused PABC to NRHA does not obligate the County in any way – it simply provides us with an additional financing tool to ensure we can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRHA.

Please accept this letter as our request to schedule this action (or consent) item for the City Council meeting being held on June 15, 2022. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

Within five (5) days of approval, please email the executed documents to Diane@NVRural.org and mail the originals to:

Attn: Carrie Foley
State of Nevada, Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102

If you have any questions about the transfer or this request, please consult your counsel or NRHA's bond counsel, Ryan Bowen at (312) 845-3277.

With Sincere Gratitude,

William L. Brewer
Executive Director

Enclosures: 3 (Resolution, Transfer Certificate, Program Report)



3695 Desatoya Drive, Carson City, NV 89701 • P: 775-887-1795 • F: 775-887-1798
TDD: 800-545-1833 ext. 545 • nvrural.org • Diane@nvrural.org
This institution is an equal opportunity provider and employer.





**HOME
AT LAST™**
BY NEVADA RURAL HOUSING

The Nevada Rural Housing Authority's mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

Home At Last™ homeownership programs – from mortgage tax credits, down payment assistance, low-rate mortgage options, to homebuyer education – provide rural Nevadans with access to affordable credit and an opportunity to achieve successful and sustainable homeownership, which is a key component to economic development. Nevada Rural Housing Authority recognizes the tremendous value in working together with our local communities *and* your commitment to helping to ensure every Nevadan has a home they can afford – it's part of what makes rural Nevada a great place to live!

Program Impact for City of Fernley \$170 Million in Mortgages Provided



The Christy Family – Home At Last in Rural Nevada



\$10.6 Million in Private Activity Bond Cap transfers from the City to NRHA since 2006



\$2.9 Million in estimated Federal Tax Savings to homeowners in the City since 2006

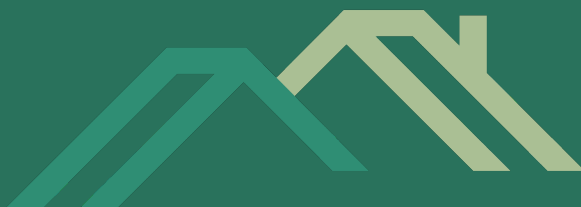


\$4.5 Million in Down Payment Assistance to homebuyers in the City since 2006



788 homeowners in the City through the Home At Last™ program since 2006

Home At Last™ Program Performance Since 2006



\$2.2 Billion
Mortgages Provided

10,375
Homeowners Assisted

\$60 Million
Down Payment Assistance Provided

\$35.6 Million
Estimated Tax Savings to Homeowners
Reinvested in Local Communities



Nevada Rural Housing Authority is an equal opportunity provider and employer.

Home At Last™

City of Fernley



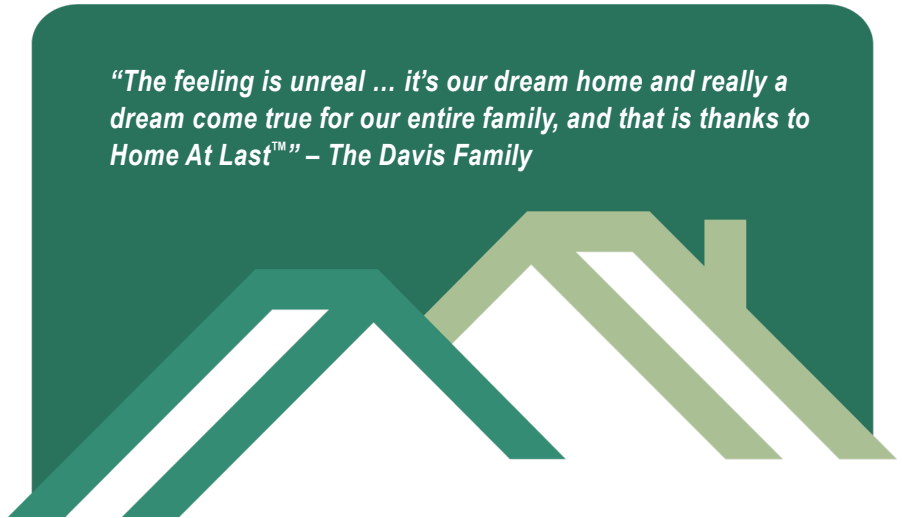
As a nationally recognized award-winning homeownership program, Home At Last™ provides unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home. A transfer of private activity bond cap to Nevada Rural Housing Authority benefits our local communities by providing affordable single-family home financing to low- and moderate-income households.



Home At Last™ University (HAL U, for short), is a nationally recognized program that provides homebuyers, lenders, and real estate professionals with 24/7 online access to required homebuyer education and program training. During the pandemic, HAL U prepared thousands of homebuyers, and trained hundreds of lenders and real estate professionals. HAL U has expanded its reach to assist rural Nevadans by providing the HUD required Housing Choice Voucher (Section 8) briefings to tenants who are unable to meet with a case worker in person.



"The feeling is unreal ... it's our dream home and really a dream come true for our entire family, and that is thanks to Home At Last™" – The Davis Family



Pursuant to NRS 315 et. seq., the Nevada Rural Housing Authority (NRHA) operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRHA's area of operation is defined as communities with population below 150,000.



Nevada Rural Housing Authority is an equal opportunity provider and employer.

RESOLUTION NO. 22-016

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2022 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to the City of Fernley, Lyon County, Nevada (the “City,” “County” and “State,” respectively), the amount of \$1,155,428.56 in tax-exempt private activity bond volume cap for year 2022 (the “2022 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the City transfer its 2022 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2022 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA’s area of operation as “any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more.”

NOW, THEREFORE, the City Council of the City of Fernley does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2022 Bond Cap in the amount of \$1,155,428.56 to the NRHA for its Single Family Programs.

Section 3. Use of 2022 Bond Cap. The NRHA will use the 2022 Bond Cap for single family purposes in calendar year 2022 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Daphne Hooper, City Manager, City of Fernley, regarding this Resolution at (775) 784-9864 or by email at DHooper@CityOfFernley.Org or in writing at City of Fernley, 595 Silver Lace Blvd., Fernley, Nevada 89408.

Section 5. Additional Action. The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2022 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2022 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Diane Arvizo, Director of Homeownership Programs of the NRHA regarding this Resolution at (775) 886-7900 or by email at Diane@NVRural.Org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this 15th day of June, 2022.

CITY OF FERNLEY, NEVADA

By _____
Roy Edgington, Jr., Mayor

ATTEST:

By _____
Kimberly Swanson, City Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Kimberly Swanson, am the duly chosen and qualified City Clerk of the City of Fernley, Nevada (the “*City*”) and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“*NAC*”), that the private activity bond volume cap allocated to the City in the amount of \$1,155,428.56 has been transferred as follows:

\$1,155,428.56 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Lyon County to the Nevada Rural Housing Authority, a local government, located within Lyon County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CITY OF FERNLEY, NEVADA

By _____
Kimberly Swanson, City Clerk

cc: Diane Arvizo, Nevada Rural Housing Authority

CITY OF FERNLEY
ORDINANCE #2022- _____

AN ORDINANCE AMENDING THE CITY OF FERNLEY MUNICIPAL CODE CHAPTER 2 IN VARIOUS SECTIONS, INCLUDING, BUT NOT LIMITED TO SECTION 2.02.02 APPOINTMENT AND SALARY OF THE CITY MANAGER, (RESIDENCY AND HIRING RESOLUTION); AND SECTION 2.02.03 REMOVAL OF THE CITY MANAGER.

THE CITY COUNCIL OF THE CITY OF FERNLEY DO ORDAIN THE FOLLOWING:

SECTION 2.02.02 and SECTION 2.02.03 SHALL HEREBY READ AS FOLLOWS:

Sec. 2.02.02. Appointment and salary of the city manager.

- (a) Appointment. The city manager, pursuant to NRS 266.395 and 266.405, shall be appointed by the mayor with consent of the city council. Consent shall be defined as a majority vote of the council.
- (b) Qualifications. The manager shall be chosen by the mayor and city council on the basis of executive and administrative qualifications with special reference to actual experience or knowledge regarding the duties of the office hereinafter set forth. The manager serves at-will at the pleasure of the mayor and may be terminated for any reason or no reason, with or without notice, so long as the termination is not for an illegal reason. All recommendations for appointment or removal shall be without regard to political beliefs or affiliations. At the time of appointment, the appointee need not be a resident of the city or state, but within twelve months of employment, shall reside within the City of Fernley city limits. No mayor or councilmember shall receive such appointment unless in compliance with state law.
- (c) The salary and benefits of the city manager shall be set by the mayor with approval of the city council, including but not limited to personal time off, insurance benefits for the city manager and dependents, retirement benefits, bonuses and raises, all of which are discretionary, and not guaranteed.
- (d) The city manager is subject to the city's handbook and personnel policies except those policies covering discipline, lay-off and dispute resolution. The city manager is excluded from any due process rights which may be provided in those policies, in light of the at-will status of the position. (Prior Code, § 1.05.02; 2.02.02 version 5.18.22)

Sec. 2.02.03. Removal of the city manager.

The city manager may be removed by the Mayor. The Council may remove the City Manager once the City Manager has been deemed by a Court to have committed malfeasance or nonfeasance. The removal by council is subject to veto by the mayor pursuant to NRS Ch. 266 as well as the rules and law governing a super-majority vote addressed in NRS 266.200.

(Prior Code, § 1.05.03)

PROPOSED on the ____ day of _____, 2022.

FERNLEY CITY COUNCIL

PASSED, APPROVED and ADOPTED this _____ day of _____, 2022, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

By: _____
Roy Edgington, Mayor

Date: _____

Attest By: _____

Date: _____

Kimberly Swanson, City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

300-425-730

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible action For City Council to direct staff to move forward with the bidding and construction phase of the Re-Roofing Project at the Fernley-Lassen Train Depot using the roofing materials chosen by council.

AGENDA ITEM BRIEF:

This item is for city council to approve a roofing material type to be used in the re-roofing project of the Fernley-Lassen Train Depot facility. Staff will move forward with bidding and construction based on city council's recommendations.

RECOMMENDED MOTION:

"I move to direct staff to move forward with the bidding and construction phase of the Re-Roofing Project at the Fernley-Lassen Train Depot using the _____ roofing materials as chosen by council."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may choose not to accept the recommendation made by staff and choose an alternate product or provide further direction to the City Manager.

BACKGROUND:

At the February 16th, 2022, City Council meeting, Council approved a contract for Farr West Engineering to provide architectural design options and oversee construction for the Depot Re-Roofing project. Council instructed Staff to provide three roofing material options to be used to construct the roof.

Farr West Engineering prepared design documents with four options at no additional cost to the city. The following are probable cost estimates for each type of roofing material. Please see attached report for more detailed information on pros/cons of each type of material.

- Cedar shingle at approximately \$473,584 (product most historically authentic)
- Asphalt shingle at approximately \$333,746 (lowest initial cost- not historically correct)
- Standing seam metal roof at approximately \$456,104 (low maintenance- high cost- not historically correct)
- Enviroshingle composite roof at approximately \$403,665 (Appearance correct- long life- high cost)

Staff recommends the installation of the Enviroshingle composite roofing system because of its long maintenance free life and its natural cedar appearance. It is reported to be UV resistant and will hold up to freeze/thaw cycles.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Fernley Depot Conceptual Phase Opinion of Probable Cost



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council
REPORT THRU: Patrick Marsh, Acting City Manager
REPORT FROM: Barry Williams, Deputy Public Works Director
REVIEWED BY: Brandi Jensen, City Attorney
REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

300-425-730

ACTION REQUESTED: ☐ Consent ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

AGENDA ITEM: (Possible action) For City Council to direct staff to move forward with the bidding and construction phase of the Re-Roofing Project at the Fernley-Lassen Train Depot using the roofing materials chosen by council.

Agenda Item Brief: This item is for city council to approve a roofing material type to be used in the re-roofing project of the Fernley-Lassen Train Depot facility. Staff will move forward with bidding and construction based on city council's recommendations.

Recommended Motion:

"I move to direct staff to move forward with the bidding and construction phase of the Re-Roofing Project at the Fernley-Lassen Train Depot using the _____ roofing materials as chosen by council."

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).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may choose not to accept the recommendation made by staff and choose an alternate product or provide further direction to the City Manager.

BACKGROUND:

At the February 16th, 2022, City Council meeting, Council approved a contract for Farr West Engineering to provide architectural design options and oversee construction for the Depot Re-Roofing project. Council instructed Staff to provide three roofing material options to be used to construct the roof.

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Staff recommends the installation of the Enviroshingle composite roofing system because of its long maintenance free life and its natural cedar appearance. It is reported to be UV resistant and will hold up to freeze/thaw cycles.

PRIOR COUNCIL ACTION

December 7, 2016: Council moves to approve “City Council Priorities for FY 17/18” Fernley-Lassen Depot Rehabilitation Project.

October 18, 2017: Council moves to approve a Contract for Construction for the Depot Lead-Based Paint Rehabilitation Project, to Fix Painting Company, in an amount not to exceed \$173,000.00 plus a 5% contingency of \$8,650.00; or provide direction of how Council will like staff to proceed with alternatives.

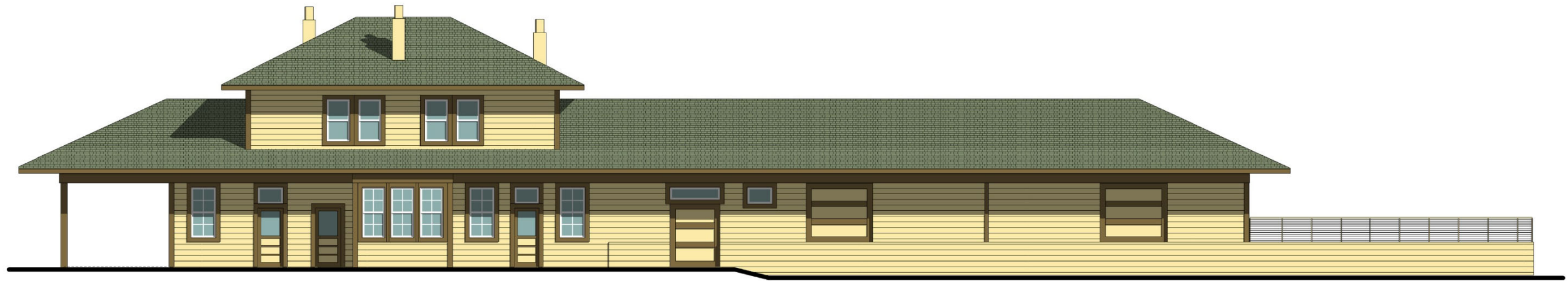
December 16, 2020: Council moves to approve “City Council Priorities for FY 21/22”.

February 16, 2022: Possible action to approve the contract with Farr West Engineering to provide engineering and architectural design services and oversee construction for the Depot Re-Roofing project for an amount not to exceed \$62,170.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- 1.) Farr West Engineering Conceptual Phase Opinion of Probable Cost report



Fernley Depot Roof Replacement

Conceptual Phase Opinion of Probable Cost



Hartman Structural
Engineering



HOOFT
ARCHITECTURE



ENGINEERING

Introduction

Farr West Engineering of Reno, Nevada has been retained by the City of Fernley to prepare design documents and administer the bid to replace the existing dilapidated roof at the historic depot in Fernley, Nevada. Farr West Engineering has contracted with Hooft Architecture LLC of Sparks, Nevada to design the project. In turn Hooft Architecture has contracted with Hartman Structural Engineering to perform the required structural modifications associated with the new roofing systems.

The existing cedar shingle roofing is in very poor condition. Per the request to replace the roofing, the structural engineer has recommended that structural plywood sheathing be installed to create a roof diaphragm that will be attached to the existing walls. This is in agreement with previous studies performed by a different structural engineer. This reroofing project presents the perfect opportunity to install the diaphragm.

This conceptual phase I Opinion of Probable Cost will allow the City of Fernley to consider four proposed roofing materials.

Project Scope of Work

The following is an abbreviated list of the scope of work tasks included in this project:

- Demolition of existing cedar shingles
- New structural plywood sheathing directly over existing 1x6 wood slats
- New structural laminated strand lumber (LSL) diaphragm blocking
- New structural plywood blocking
- Miscellaneous wood framing to straighten existing roof plane and fascia line. (Extent requires additional review)
- New rigid polyisocyanurate insulation above the roof sheathing
- New vented plywood sheathing system to protect roofing and roof sheathing from excessive temperatures
- New ridge venting
- New roofing underlayment
- New roofing material as selected by owner
- Remove existing siding at 2nd floor to allow proper flashing installation
- New flashing as required
- New gutters and downspouts
- Painting as required

Table of Contents

- Title Sheet
- Introduction | Project Scope of Work | Table of Contents
- Opinion of Probable Cost Summary
- Roof Type Comparison
- Opinion of Probable Cost Option 1: Cedar Shingle Roof
- Opinion of Probable Cost Option 2: Presidential Asphalt Shingle Roof
- Opinion of Probable Cost Option 3: Standing Seam Metal Roof
- Opinion of Probable Cost Option 4: Enviroshingle Composite Roof
- Conceptual Architectural Floor Plan
- Conceptual Architectural Roof Plan and Sections
- Conceptual Architectural Elevations
- Conceptual Structural General Notes and Basis of Design
- Conceptual Structural Roof Plan
- Conceptual Structural Details

Roof Type Comparison

(**Note:** Color and texture shown are graphic representations. Material selections should be made from actual samples.)



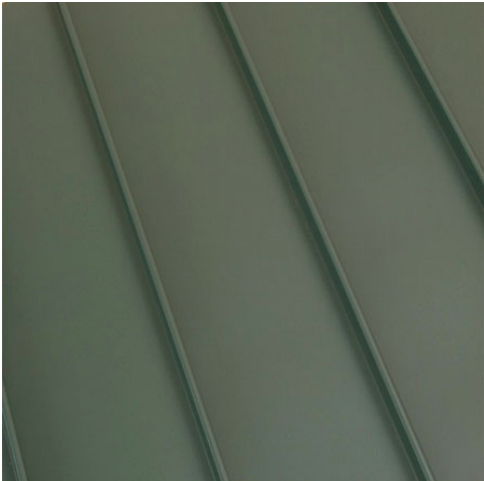
Cedar Shingles

Pro

- Historical authenticity
- Natural appearance

Cons

- Cost
- Regular maintenance required



Standing Seam Metal

Pro

- Low maintenance
- Durable finish

Con

- Cost
- Appearance not historical
- Susceptable to Oil Canning on uneven roof plane



Architectural Asphalt Shingles

Pro

- Lowest cost
- Maintenance free

Con

- Green color difficult to find
- Does not mimic natural cedar
- 30 year life +/- for appearance



Enviroshingle (Composite) Shingle

Pro

- Natural cedar appearance
- Long maintenance free life
- Resistant to UV rays, moisture and freeze thaw cycles

Con

- Cost

Fernley Depot Roof Replacement
Conceptual Phase

Project # 2115
Date: 4/11/2022

Opinion of Probable Cost Summary

Description:	Total
<u>Option 1:</u>	
Cedar Shingle Roof Systems and Associated Work (per itemized sheet)	\$473,584
<u>Option 2:</u>	
Asphalt Shingle Roof System and Associated Work (per itemized sheet)	\$333,746
<u>Option 3:</u>	
Standing Seam Metal Roof System and Associated Work (per itemized sheet)	\$456,104
<u>Option 4:</u>	
Enviroshingle Composite Roof Shtem and Associated Work (per itemized sheet)	\$403,665

Fernley Depot Roof Replacement
Conceptual Phase
Opinion of Probable Cost

Project # 2115
Date: 4/11/2022

Option 1: Cedar Shingle Roof

Description:	Quantity	Unit	Unit Cost	Total
General Conditions	1	LS	\$10,000	\$10,000
*Existing Roof Demolition	1	LS	\$10,000	\$10,000
*Supplemental Rough Wood Framing (note 1)	1	LS	\$10,000	\$10,000
*Structural Plywood Roof Sheathing	1	LS	\$42,000.00	\$42,000
*Structural Diaphragm Blocking (LSL)	1	LS	\$7,400.00	\$7,400
*Structural Diaphragm Blocking (Plywood)	1	LS	\$3,600.00	\$3,600
Polyisocyanurate Rigid Insulation (note 2)	6474	SF	\$6.50	\$42,081
Vented Nailable Wood Base	6474	SF	\$5.00	\$32,370
Cedar Shingle Roofing (note 3)	6474	SF	\$26	\$168,324
Ridge/Hip Vent	284	LF	\$4.00	\$1,136
Remove & Replace Siding (note 4)	1	LS	\$4,000	\$4,000
Wood Built Up Fascia	526	LF	\$8.00	\$4,208
Prefinished Metal Flashing at Building	128	LF	\$8.00	\$1,024
Prefinished Kynar Coated Metal Gutters	526	LF	\$10	\$5,260
Prefinished Kynar Coated Metal Downspouts	12	EA	\$200	\$2,400
Painting Fascia	1	LS	\$7,000.00	\$7,000
Subtotal				\$350,803
GC Overhead and Profit +15%				\$52,620
Contingency +10%				\$35,080
Escalation 10%				\$35,080
Total				\$473,584

Notes:
Note 1. Wood framing allowance to straighten elements of the roof structure, overhang and subfascia.
Note 2. R22 Rigid Insulation above structural roof deck.
Note 3. Includes underlayment and green solid body stain finish.
Note 4. Partial removal of siding required to install roof to wall flashing.

Qualification:
This Conceptual Probable Cost Estimate was executed using limited conceptual design performed to date. Estimates are subject to change due to design development, owner decisions, unpredictable supply chain delivery and material/labor cost escalation.

*Structural element opinion of cost by Hartman Structural Engineering.

Fernley Depot Roof Replacement
Conceptual Phase
Opinion of Probable Cost

Project # 2115
Date: 4/11/2022

Option 2: Architectural Asphalt Shingle Roof

Description:	Quantity	Unit	Unit Cost	Total
General Conditions	1	LS	\$10,000	\$10,000
*Existing Roof Demolition	1	LS	\$10,000	\$10,000
*Supplemental Rough Wood Framing (note 1)	1	LS	\$10,000	\$10,000
*Structural Plywood Roof Sheathing	1	LS	\$42,000.00	\$42,000
*Structural Diaphragm Blocking (LSL)	1	LS	\$7,400.00	\$7,400
*Structural Diaphragm Blocking (Plywood)	1	LS	\$3,600.00	\$3,600
Polyisocyanurate Rigid Insulation (note 2)	6474	SF	\$6.50	\$42,081
Vented Nailable Wood Base	6474	SF	\$5.00	\$32,370
Architetural Asphalt Shingles (note 3)	6474	SF	\$10	\$64,740
Ridge/Hip Vent	284	LF	\$4.00	\$1,136
Remove & Replace Siding (note 4)	1	LS	\$4,000	\$4,000
Wood Built Up Fascia	526	LF	\$8.00	\$4,208
Prefinished Metal Flashing at Building	128	LF	\$8.00	\$1,024
Prefinished Kynar Coated Metal Gutters	526	LF	\$10	\$5,260
Prefinished Kynar Coated Metal Downspouts	12	EA	\$200	\$2,400
Painting	1	LS	\$7,000.00	\$7,000
Subtotal				\$247,219
GC Overhead and Profit +15%				\$37,083
Contingency +10%				\$24,722
Escalation 10%				\$24,722
Total				\$333,746

Notes:
Note 1. Wood framing allowance to straighten elements of the roof structure, overhang and subfascia.
Note 2. R22 Rigid Insulation above structural roof deck.
Note 3. Includes underlayment.
Note 4. Partial removal of siding required to install roof to wall flashing.

Qualification:
This Conceptual Probable Cost Estimate was executed using limited conceptual design performed to date. Estimates are subject to change due to design development, owner decisions, unpredictable supply chain delivery and material/labor cost escalation.

*Structural element opinion of cost by Hartman Structural Engineering.

Fernley Depot Roof Replacement
Conceptual Phase
Opinion of Probable Cost

Project # 2115
Date: 4/11/2022

Option 3: Standing Seam Metal Roof

Description:	Quantity	Unit	Unit Cost	Total
General Conditions	1	LS	\$10,000	\$10,000
*Existing Roof Demolition	1	LS	\$10,000	\$10,000
*Supplemental Rough Wood Framing (note 1)	1	LS	\$10,000	\$10,000
*Structural Plywood Roof Sheathing	1	LS	\$42,000.00	\$42,000
*Structural Diaphragm Blocking (LSL)	1	LS	\$7,400.00	\$7,400
*Structural Diaphragm Blocking (Plywood)	1	LS	\$3,600.00	\$3,600
Polyisocyanurate Rigid Insulation (note 2)	6474	SF	\$6.50	\$42,081
Vented Nailable Wood Base	6474	SF	\$5.00	\$32,370
Standing Seam Metal Roof (note 3)	6474	SF	\$24	\$155,376
Ridge/Hip Vent	284	LF	\$4.00	\$1,136
Remove & Replace Siding (note 4)	1	LS	\$4,000	\$4,000
Wood Built Up Fascia	526	LF	\$8.00	\$4,208
Prefinished Metal Flashing at Building	128	LF	\$8.00	\$1,024
Prefinished Kynar Coated Metal Gutters	526	LF	\$10	\$5,260
Prefinshed Kynar Coated Metal Downspouts	12	EA	\$200	\$2,400
Painting	1	LS	\$7,000.00	\$7,000
Subtotal				\$337,855
GC Overhead and Profit +15%				\$50,678
Contingency +10%				\$33,786
Escalation 10%				\$33,786
Total				\$456,104

Notes:
Note 1. Wood framing allowance to straighten elements of the roof structure, overhang and subfascia.
Note 2. R22 Rigid Insulation above structural roof deck.
Note 3. Includes underlayment.
Note 4. Partial removal of siding required to install roof to wall flashing.

Qualification:
This Conceptual Probable Cost Estimate was executed using limited conceptual design performed to date. Estimates are subject to change due to design development, owner decisions, unpredictable supply chain delivery and material/labor cost escalation.

*Structural element opinion of cost by Hartman Structural Engineering.

Fernley Depot Roof Replacement
Conceptual Phase
Opinion of Probable Cost

Project # 2115
Date: 4/11/2022

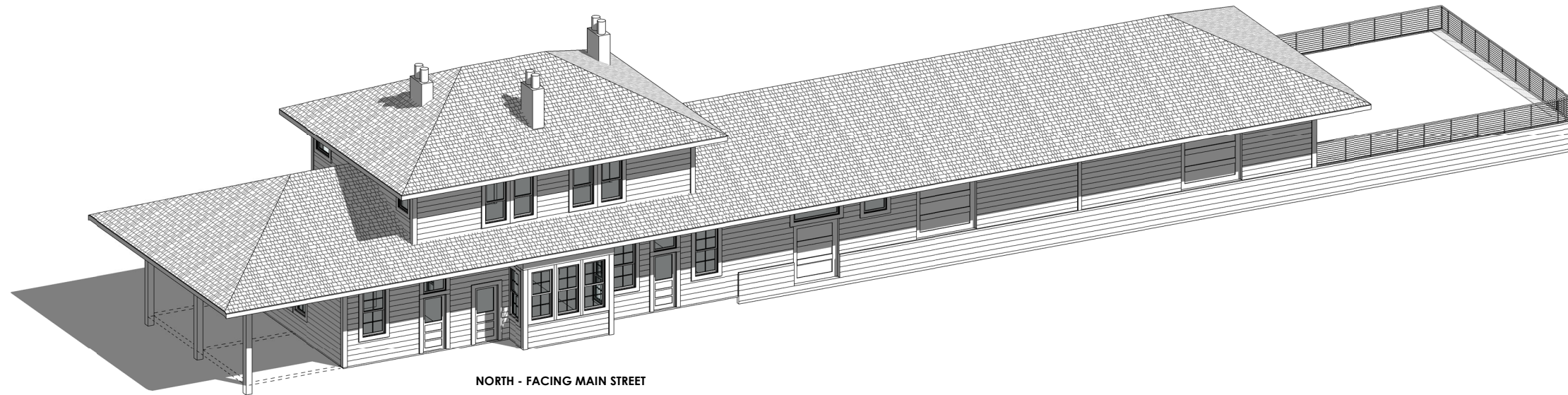
Option 4: Enviroshingle (Composite) Roof

Description:	Quantity	Unit	Unit Cost	Total
General Conditions	1	LS	\$10,000	\$10,000
*Existing Roof Demolition	1	LS	\$10,000	\$10,000
*Supplemental Rough Wood Framing (note 1)	1	LS	\$10,000	\$10,000
*Structural Plywood Roof Sheathing	1	LS	\$42,000.00	\$42,000
*Structural Diaphragm Blocking (LSL)	1	LS	\$7,400.00	\$7,400
*Structural Diaphragm Blocking (Plywood)	1	LS	\$3,600.00	\$3,600
Polyisocyanurate Rigid Insulation (note 2)	6474	SF	\$6.50	\$42,081
Vented Nailable Wood Base	6474	SF	\$5.00	\$32,370
Enviroshake Composite Roofing (note 3)	6474	SF	\$18	\$116,532
Ridge/Hip Vent	284	LF	\$4.00	\$1,136
Remove & Replace Siding (note 4)	1	LS	\$4,000	\$4,000
Wood Built Up Fascia	526	LF	\$8.00	\$4,208
Prefinished Metal Flashing at Building	128	LF	\$8.00	\$1,024
Prefinished Kynar Coated Metal Gutters	526	LF	\$10	\$5,260
Prefinshed Kynar Coated Metal Downspouts	12	EA	\$200	\$2,400
Painting	1	LS	\$7,000.00	\$7,000
Subtotal				\$299,011
GC Overhead and Profit +15%				\$44,852
Contingency +10%				\$29,901
Escalation 10%				\$29,901
Total				\$403,665

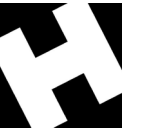
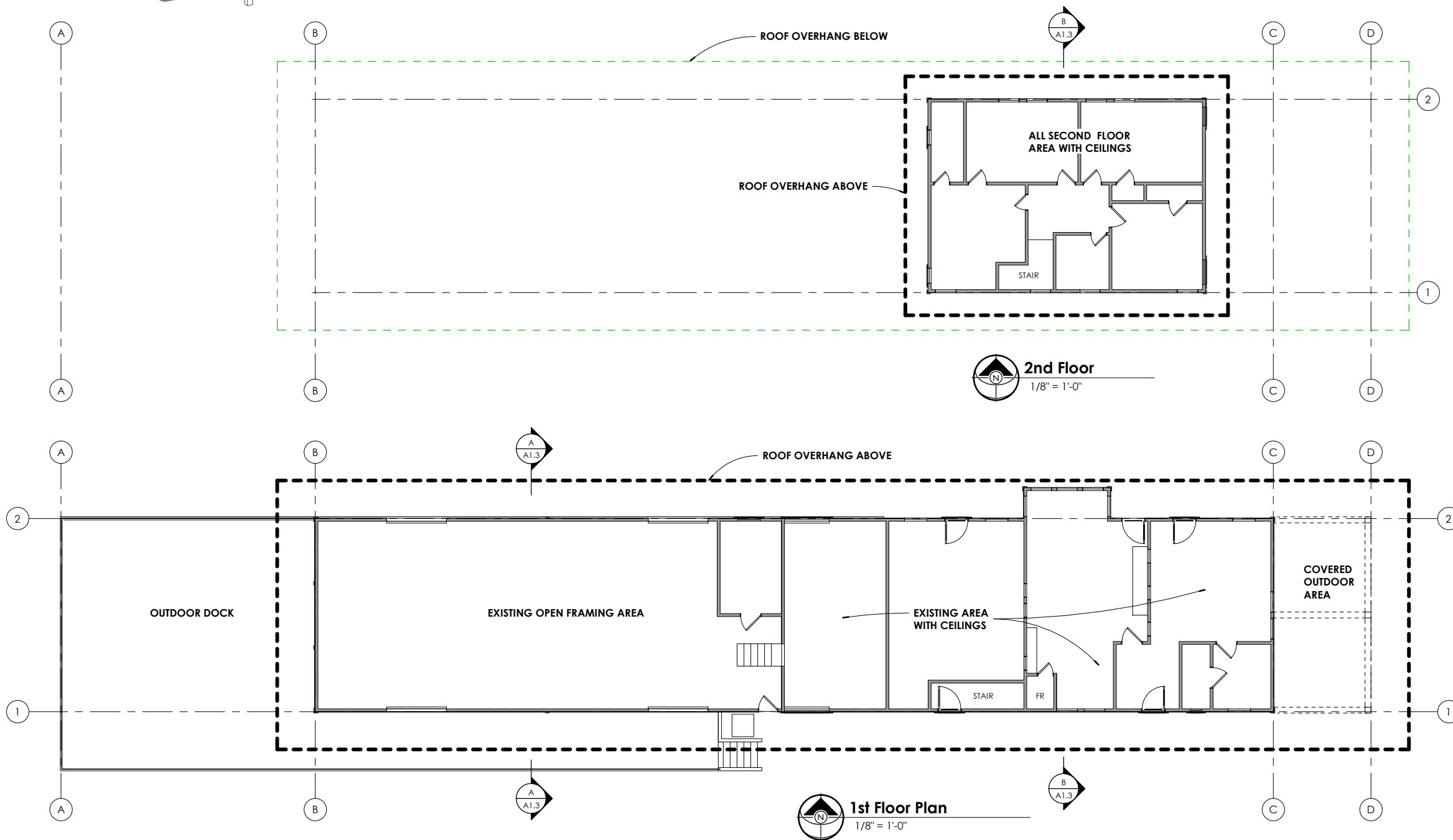
Notes:
Note 1. Wood framing allowance to straighten elements of the roof structure, overhang and subfascia.
Note 2. R22 Rigid Insulation above structural roof deck.
Note 3. Includes underlayment.
Note 4. Partial removal of siding required to install roof to wall flashing.

Qualification:
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*Structural element opinion of cost by Hartman Structural Engineering.



NORTH - FACING MAIN STREET



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Revisions:

Fernley Depot
Roof Replacement

675 E. Main St.
Fernley, Nevada 89408

Date: 4/11/22

File Name: Fernley Depot

Project #: 2115

Drawn By: H

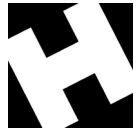
Scale: AS NOTED

Floor Plans

Drawing #:

A1.1

Conceptual Design Phase in Progress - Not for Construction



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Revisions:

Fernley Depot
Roof Replacement

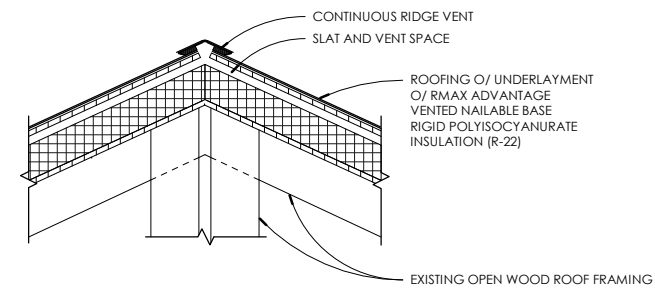
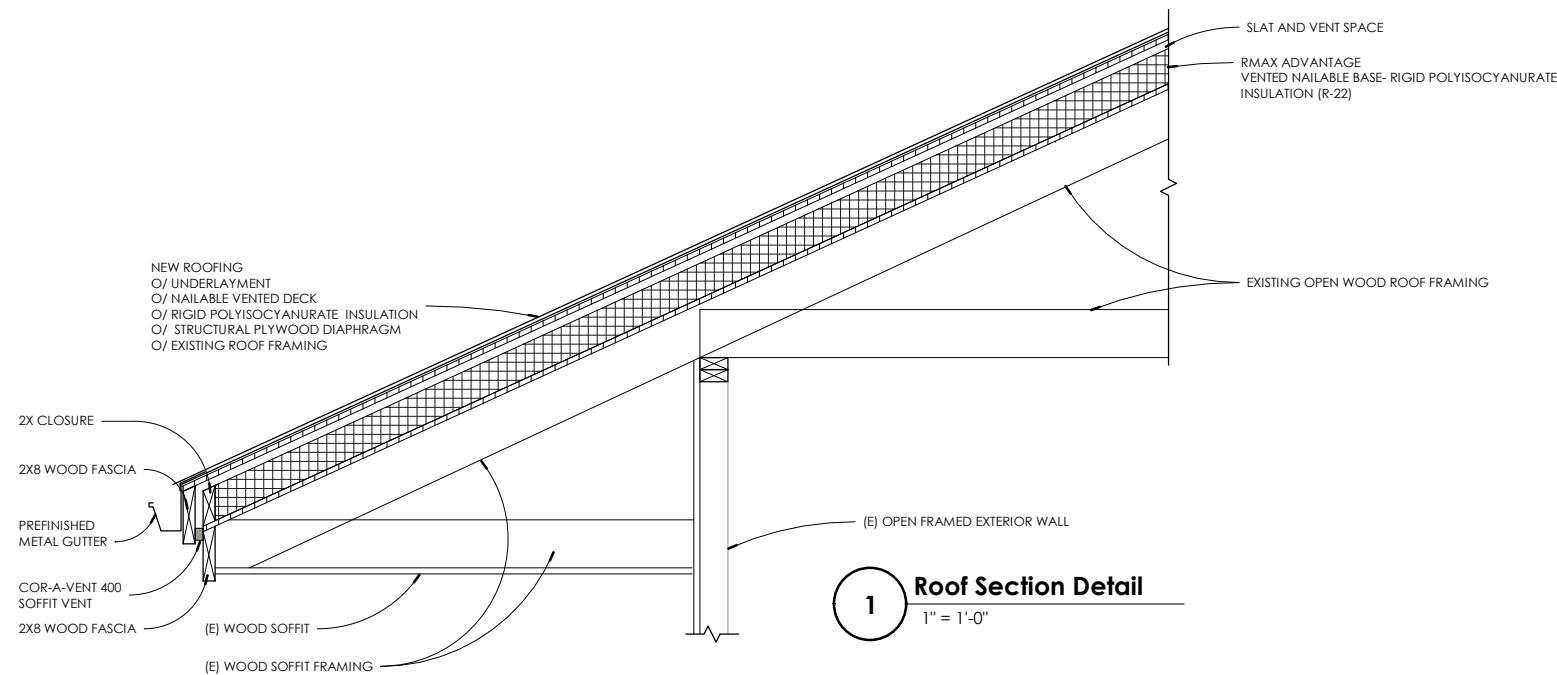
675 E. Main St.
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Date: 4/11/22
File Name: Fernley Depot
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Drawn By: H
Scale: AS NOTED

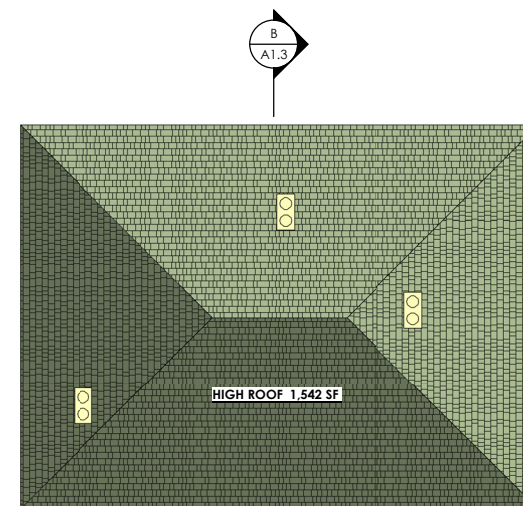
Roof Plan and Sections

Drawing #:

A1.3



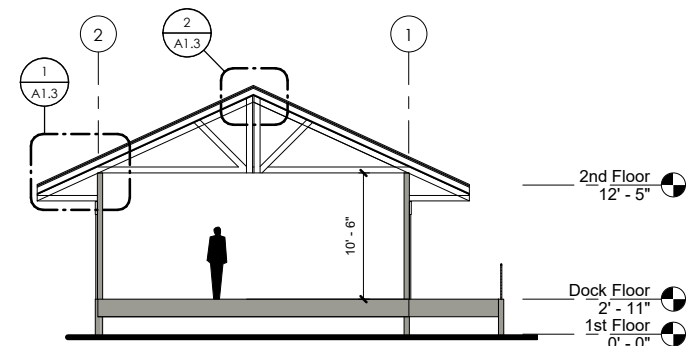
2 Ridge Vent
1" = 1'-0"



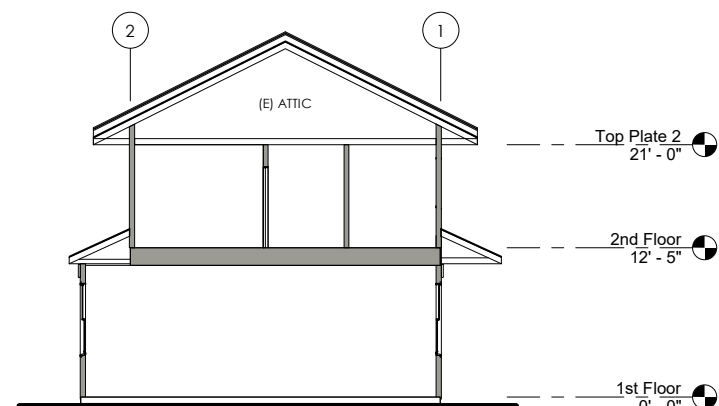
Roof Plan High
1/8" = 1'-0"



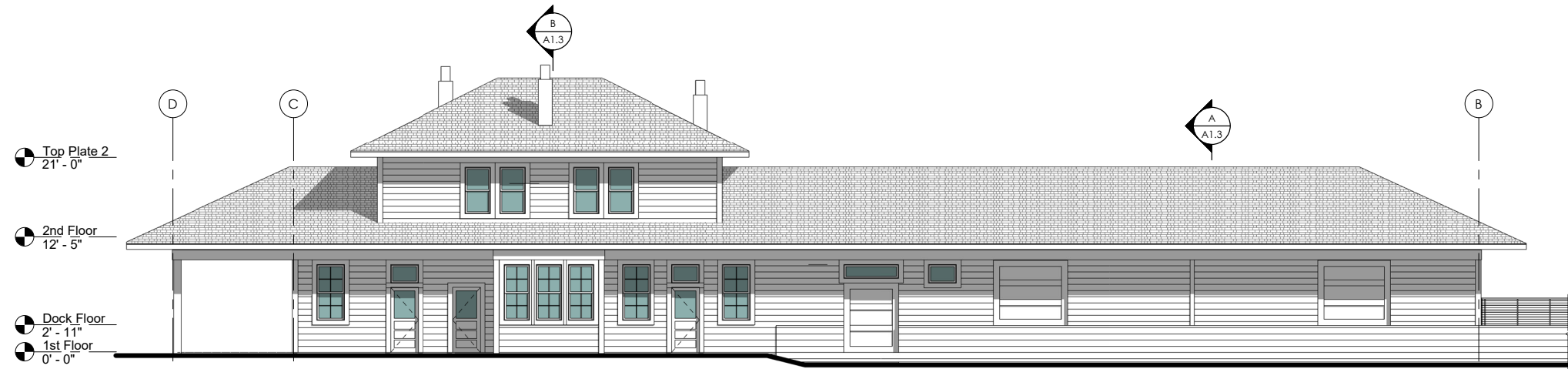
Roof Plan Low
1/8" = 1'-0"



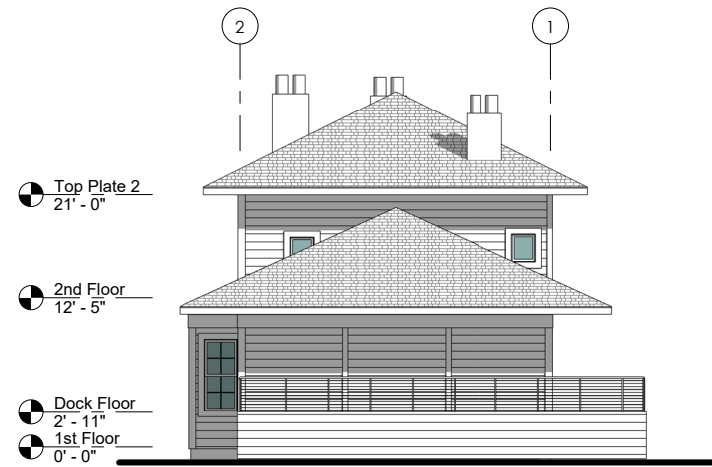
A Building Section
1/8" = 1'-0"



B Building Section
1/8" = 1'-0"



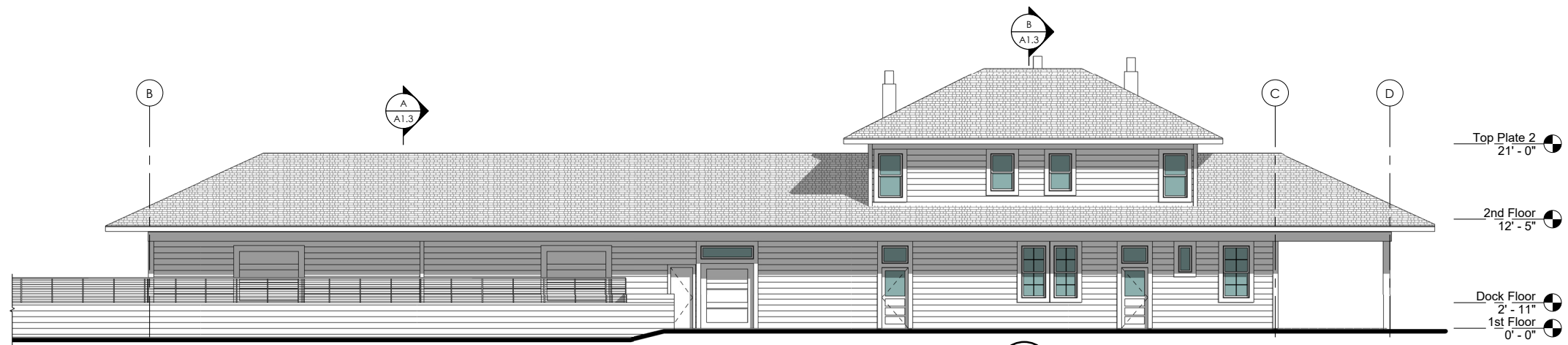
North Elevation
1/8" = 1'-0"



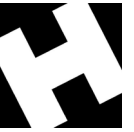
West Elevation
1/8" = 1'-0"



East Elevation
1/8" = 1'-0"



South Elevation
1/8" = 1'-0"



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Revisions:

Fernley Depot
Roof Replacement

675 E. Main St.
Fernley, Nevada 89408

Date: 4/11/22

File Name: Fernley Depot

Project #: 2115

Drawn By: H

Scale: AS NOTED

Exterior Elevations

Drawing #:

A2.1

Conceptual Design Phase in Progress - Not for Construction

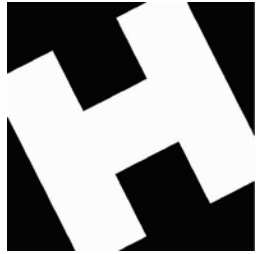
GENERAL NOTES

- A. DIVISION 1 - GENERAL:
- 1. THE FOLLOWING GENERAL NOTES APPLY TO ALL STRUCTURAL DRAWINGS UNLESS SPECIFICALLY SHOWN OR NOTED.
 - 2. ALL DRAWINGS ARE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION OR FABRICATION.
 - 3. ALL INFORMATION FOR EXISTING CONDITIONS SHOWN ON THE STRUCTURAL PLANS IS BASED ON THE BEST CURRENTLY AVAILABLE KNOWLEDGE, BUT IT IS PROVIDED WITHOUT A GUARANTEE OF ACCURACY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS AT THE SITE. ANY DISCREPANCIES BETWEEN ACTUAL SITE CONDITIONS AND INFORMATION SHOWN ON THE DRAWINGS OR IN THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
 - 4. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE 2018 INTERNATIONAL BUILDING CODE (IBC), CITY OF FERNLEY BUILDING ORDINANCES, REFERENCED STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), AND CURRENT EDITIONS OF REFERENCED INDUSTRY STANDARDS.
 - 5. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS, AND SHALL BE SUBJECT TO APPROVAL OF THE ARCHITECT. APPROVAL TO DEVIATE FROM THE PLANS MUST BE OBTAINED IN WRITING FROM THE ARCHITECT.
 - 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE BUILDING DURING CONSTRUCTION AND FOR CONFORMANCE WITH ALL APPLICABLE SAFETY REGULATIONS.
 - 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING PROCEDURES, AND PROTECTION OF ADJACENT STREETS, UTILITIES AND STRUCTURES.
 - 8. CONSTRUCTION MATERIALS SHALL BE UNIFORMLY SPREAD OUT IF PLACED ON THE FLOOR OR ROOF SO AS TO NOT OVERLOAD THE FRAMING. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SHORING AND/OR BRACING AS REQUIRED.
 - 9. SPECIFICATIONS AND DETAILING OF ALL WATERPROOFING AND DRAINAGE ITEMS, WHILE SOMETIMES SHOWN ON THE STRUCTURAL PLANS ARE FOR GENERAL INFORMATION PURPOSES ONLY, AND ARE NOT THE DESIGN RESPONSIBILITY OF OTHERS.
 - 10. THE ENGINEER WILL NOT BE RESPONSIBLE FOR AND WILL NOT HAVE CONTROL OR CHARGE OF CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE CONSTRUCTION DELINEATED BY THESE PLANS. IT SHOULD BE UNDERSTOOD THAT THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK AND SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. PERIODIC OBSERVATIONS BY HIS STAFF OR REPRESENTATIVES ARE NOT INTENDED TO INCLUDE VERIFICATION OF DIMENSIONS OR REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES ON OR NEAR THE CONSTRUCTION SITE.
 - 11. THESE PLANS AND SPECIFICATIONS REPRESENT THE STRUCTURAL DESIGN ONLY. NO INFORMATION NOR WARRANTY IS PROVIDED FOR THE WORK OF ANY OTHER CONSULTANT (ARCHITECT, ETC.) THIS INCLUDES, BUT IS NOT LIMITED TO, WATERPROOFING, DRAINAGE, VENTILATION, ACCESSIBILITY, OR DIMENSIONS.
 - 12. THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2018 IBC, CITY OF FERNLEY BUILDING ORDINANCES, AND GENERALLY ACCEPTED DESIGN PRACTICES. SEE BASIS OF DESIGN THIS SHEET.
- B. DIVISION 6 - SECTION 061000 - ROUGH CARPENTRY:
- 1. ALL FRAMING LUMBER SHALL BE DOUGLAS FIR LARCH WITH A MOISTURE CONTENT NOT EXCEEDING 19% AT THE TIME OF INSTALLATION. ALL BLOCKING, BRIDGING AND MISCELLANEOUS MEMBERS, MAY BE DOUGLAS FIR NO. 2.
 - 2. MINIMUM NAILING SHALL BE IN ACCORDANCE WITH TABLE 2304.10.1, OR AS NOTED ON THE DRAWINGS.
 - A. ROOF SHEATHING SHALL BE NAILED WITH 10d X 3" X 0.148 RING-SHANKED NAILS.
 - 3. PROVIDE SIMPSON STRONG-TIE OR EQUAL FRAMING CONNECTORS WHERE SHOWN ON THE DRAWINGS. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS USING MANUFACTURER'S MAXIMUM RECOMMENDED NAILS, SCREWS, OR BOLTS, UNLESS OTHERWISE NOTED ON THE DRAWINGS. FILL ALL NAIL HOLES.
 - 4. ALL FASTENERS INCLUDING NAILS, SCREWS, ANCHOR BOLTS, ETC. THAT ARE INSTALLED IN PRESERVATIVE TREATED WOOD SHALL MEET THE REQUIREMENTS OF IBC 2304.10.5.
 - 5. CUT FRAMING MEMBERS SQUARE AND TO ACCURATE LENGTH TO OBTAIN FULL BEARING AT JOINTS. ERECT PLUMB AND LEVEL AND TO ACCURATE LINE. ALL MEMBERS TO HAVE SOLID BEARING WITHOUT BEING SHIMMED, UNLESS NOTED OTHERWISE.
 - 6. SHEATHING SHALL BE APA RATED SHEATHING AND SHALL CONFORM TO US PRODUCT STANDARD PS-1. ALL PIECES SHALL BE GRADE STAMPED.
 - 7. ALL ROOF SHEATHING SHALL BE 19/32 INCH, 40/20 APA RATED EXPOSURE 1 DURABILITY CLASSIFICATION, TONGUE AND GROOVE.
 - 8. INSTALL ALL SHEATHING PERPENDICULAR TO JOISTS WITH STAGGERED JOINTS. MINIMUM WIDTH OF SHEATHING SHALL BE 24 INCHES UNLESS ALL EDGES OF PANEL ARE SUPPORTED BY FRAMING MEMBERS OR BLOCKING.
 - 9. FASTENERS:
 - 1. NAILS:
 - A. SHALL BE WITH "COMMON" NAILS UNLESS NOTED OTHERWISE.
 - B. SHALL NOT BE DRIVEN CLOSER THAN 1/2 THEIR LENGTH NOR CHOOSER THAN 1/2 OF THE LENGTH TO THE EDGE OR END OF MEMBER, EXCEPT SHEATHING.
 - C. NAILS SHALL BE INSTALLED IN PRE-DRILLED LEAD HOLES IF NECESSARY TO AVOID SPLITTING.
 - D. NAILS SHALL BE HOT-DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICONE BRONZE, OR COPPER WHERE IN CONTACT WITH PRESERVATIVE-TREATED WOOD.
 - a. WHEN USED IN EXTERIOR APPLICATIONS, NAILS SHALL HAVE COATING TYPES AND WEIGHTS IN ACCORDANCE WITH THE TREATED WOOD OR BOLT MANUFACTURER'S RECOMMENDATIONS. A MINIMUM OF ASTM A653, TYPE G185 ZINC-COATED GALVANIZED STEEL (OR EQUAL) SHALL BE USED.
 - b. WHEN USED IN AN INTERIOR, DRY ENVIRONMENT IN SBX/DOT OR ZINC BORATE PRESERVATIVE-TREATED WOOD, PLAIN CARBON NAILS SHALL BE PERMITTED.
 - E. ALL NAILING SHALL CONFORM TO THE GOVERNING BUILDING CODE, TABLE 2304.10.1 UNO.
 - 2. NOTCHING:
 - A. IS NOT PERMITTED OF ANY STRUCTURAL MEMBER WITHOUT PRIOR APPROVAL.
 - 11. BORING:
 - A. IS NOT PERMITTED OF ANY STRUCTURAL MEMBER WITHOUT PRIOR APPROVAL.
 - 12. ROOF FRAMING:
 - A. PROVIDE ALL CRICKET FRAMING REQUIRED TO ACHIEVE POSITIVE DRAINAGE PER ARCH.
 - B. INSTALL RATED PANELS WITH THE FACE GRAIN ACROSS THE FRAMING AND CLOSE JOINTS AND NAIL AT EACH SUPPORT. FULLY NAIL WITH DEFORMED OR RING SHANK NAILS PER THE PLANS.
 - C. SHEATHING PANELS SHALL NOT BE LESS THAN 4'X8' EXCEPT AT BOUNDARIES AND CHANGES IN FRAMING DIRECTION. WHERE THE MINIMUM PANEL DIMENSION SHALL BE NO LESS THAN 24", UNLESS ALL EDGES OF UNDERSIZED PANELS ARE SUPPORTED BY AND FASTENED TO FRAMING MEMBERS OR BLOCKING.
 - D. IN LIEU OF TONGUE AND GROOVE EDGES CONTRACTOR MAY PROVIDE SIMPSON "PSCL" CLIPS AT ALL PANEL JOINTS PERPENDICULAR TO FRAMING. PROVIDE CLIPS MIDWAY BETWEEN FRAMING MEMBERS AT THE UNSUPPORTED EDGES OF PLYWOOD WHEN MEMBERS ARE SPACED 12" OC OR GREATER. IF CLIPS ARE NOT USED, PROVIDE SOLID BLOCKING FOR JOINTS PERPENDICULAR TO FRAMING.

- C. DIVISION 6 - SECTION 061740 - TIMBERSTRAND LSL:
- 1. MATERIAL SHALL COMPLY WITH NES REPORT NO. NER-481 OR CCMC REPORT NO. 126271-R.
 - 2. TIMBERSTRAND LSL SHALL BE MANUFACTURED FROM STRANDS OF WOOD FIBER IN A CONTINUOUS PROCESS WITH ALL STRANDS ORIENTED TO THE LENGTH OF THE MEMBER AND THEN FED INTO A PRESS. ALL MEMBERS ARE TO BE FREE OF FINGER JOINTS, OR SCARFS, OR MECHANICAL CONNECTIONS IN FULL LENGTH MEMBERS.
 - 3. ADHESIVES SHALL BE OF THE WATERPROOF TYPE CONFORMING TO THE REQUIREMENTS OF ASTM D-2559.
 - 4. TIMBERSTRAND LSL SHALL BE MANUFACTURED IN A PLANT APPROVED FOR FABRICATION BY THE BUILDING CODE AND UNDER THE SUPERVISION OF AN APPROVED THIRD PARTY INSPECTION AGENCY.
 - 5. SHALL BE 1 1/4" MINIMUM THICKNESS WITH THE FOLLOWING MINIMUM PROPERTIES:
 - A. E = 1,550 ksi
 - B. Fb = 2,325 psi
 - C. Fv = 310 psi
 - D. Fc (PARALLEL) = 2,500 psi
 - E. Fc (PERP.) = 800 psi
 - F. Ft (PARALLEL) = 1,070 psi
 - G. SPECIFIC GRAVITY = 0.50
 - 6. TOLERANCES FOR TIMBERSTRAND LSL ARE PRODUCT AND APPLICATION SPECIFIC.
 - 7. RIM BOARD, HEADER, STUD.
 - 8. FINISHED LENGTH (AS SPECIFIED): ± 1/8" ± 1/16" - 0" (RIM BOARD) ±1/16" (HEADER, STUD)
 - 9. DEPTH: ± 1/16"
 - 10. WIDTH: ± 1/16"
 - 11. HOLDING CAPACITY OF 1/2 INCH DIAMETER BOLTS INSTALLED PERPENDICULAR TO THE WIDE FACE OF STRAND IS AS PROVIDED IN THE NES REPORT NO. NER-481 OR CCMC REPORT NO. 12627-R. NAILS INSTALLED PARALLEL TO THE WIDE FACE OF STRAND SHALL NOT BE SPACED CLOSER THAN 5 INCHES FOR 10d (3") COMMON NAILS AND 4" FOR 8d (2-1/2") COMMON NAILS. THESE NAILING SPECIFICATIONS ARE BASED ON A MEMBER OF AT LEAST 1-1/4 INCHES THICK.
 - 12. ALL WORK SHALL BE ERECTED TRUE, LEVEL, PLUMB, AND SQUARE IN ACCORDANCE WITH THE HIGHEST STANDARDS OF WORKMANSHIP. FRAMING SHALL BE CUT SQUARE ON BEARINGS, CLOSELY FITTED, ACCURATELY SET TO REQUIRED LINES AND LEVELS, AND RIGIDLY SECURED IN PLACE. BEARING LENGTH AT SUPPORTS SHALL BE A MINIMUM OF 3 1/2" UNO.
 - 13. INSTALL ALL BLOCKING, BRIDGING, AND BRACING SHOWN ON THE DRAWINGS AS THE WORK PROGRESSES. PROVIDE ANY ADDITIONAL BLOCKING, BRIDGING, AND BRACING NECESSARY TO INSURE THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.
 - 14. PROVIDE AND INSTALL ALL WOOD BACKING, NAILING STRIPS, ETC., INDICATED ON THE DRAWINGS OR REQUIRED TO COMPLETE THE WORK. CONTRACTOR SHALL COOPERATE WITH OTHER TRADES IN PROVIDING GROUNDS, BACKING, ETC.
 - 15. ANY CUTTING OF STRUCTURAL MEMBERS OTHER THAN AS SHOWN ON THE STRUCTURAL DRAWINGS, MUST BE APPROVED BY THE ARCHITECT [ENGINEER].
 - 16. ANY STRUCTURAL NAILING NOT SPECIFICALLY NOTED ON THE DRAWINGS SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE IBC.
 - 17. ALL ROUGH HARDWARE ITEMS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND IN THE BEST WORKMANLIKE MANNER. FRAMING ANCHORS SHALL BE NAILED WITH FASTENED WITH SIMPSON FASTENERS, AS SPECIFIED BY THE MANUFACTURER.
 - 18. SHOP DRAWINGS SHALL BE SUBMITTED AS A SINGLE PDF COPY FOR REVIEW BY THE ENGINEER.

BASIS OF DESIGN

A. CODES	INTERNATIONAL BUILDING CODE - 2018 EDITION INTERNATIONAL CODE COUNCIL. INTERNATIONAL EXISTING BUILDING CODE - 2018 EDITION INTERNATIONAL CODE COUNCIL. ASCE 7-16 - MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES. ANSI / AWC NDS - 2018 NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION - WITH 2018 NDS SUPPLEMENT. ANSI / AWC SDPWS - 2015 SPECIAL DESIGN PROVISIONS FOR WIND AND SEISMIC.
B. SOILS	PRESUMPTIVE VALUES PER TABLE 1806.2 OF THE IBC. ALLOWABLE BEARING PRESSURE = 1,500 PSF.
C. CLASSIFICATION	RISK CATEGORY II IBC TABLE 1604.5.
D. LIVE LOADS	ROOF LOADS - 20 psf IBC SECTION 1607.1. FLOOR LOADS - 100 psf IBC TABLE 1607.1.
E. SNOW LOADS	Pg = 10 psf Ce = 1.0 Is = 1.0 Ct = 1.0 Cs = 1.0 Pf = 7 psf
F. WIND	V = 120 mph (BASIC WIND SPEED) Vasd = 93 mph (3 SECOND GUST) RISK CATEGORY II EXPOSURE CATEGORY C INTERNAL PRESSURE COEFFICIENT GCpi = ±0.18
G. EARTHQUAKE	RISK CATEGORY II SEISMIC DESIGN CATEGORY D SITE CLASS D EQUIVALENT LATERAL FORCE PROCEDURE BASIC SEISMIC - FORCE - RESISTING SYSTEM BEARING WALL SYSTEM LIGHT FRAMED WALLS WITH SHEAR PANELS OF ALL OTHER MATERIALS. Ie = 1.0 Ss = 1.345 Si = 0.491 Sps = 1.076 R = 2 Qs = 2.5 Cd = 2 Cs = 0.538 DESIGN BASE SHEAR V = 0.54W
H. MATERIALS	
1. TIMBER:	DOUG FIR LARCH NO. 2 OR BETTER.

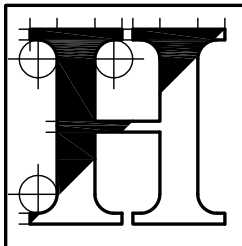


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HARTMAN
STRUCTURAL ENGINEERING
IBC # 1122



Revisions:

Fernley Depot
Roof Replacement

675 E. Main St.
Fernley, Nevada 89408

Date: 4/8/22

File Name: Fernley Depot

Project #: 2115

Engineer: SJC Drawn By: GLF

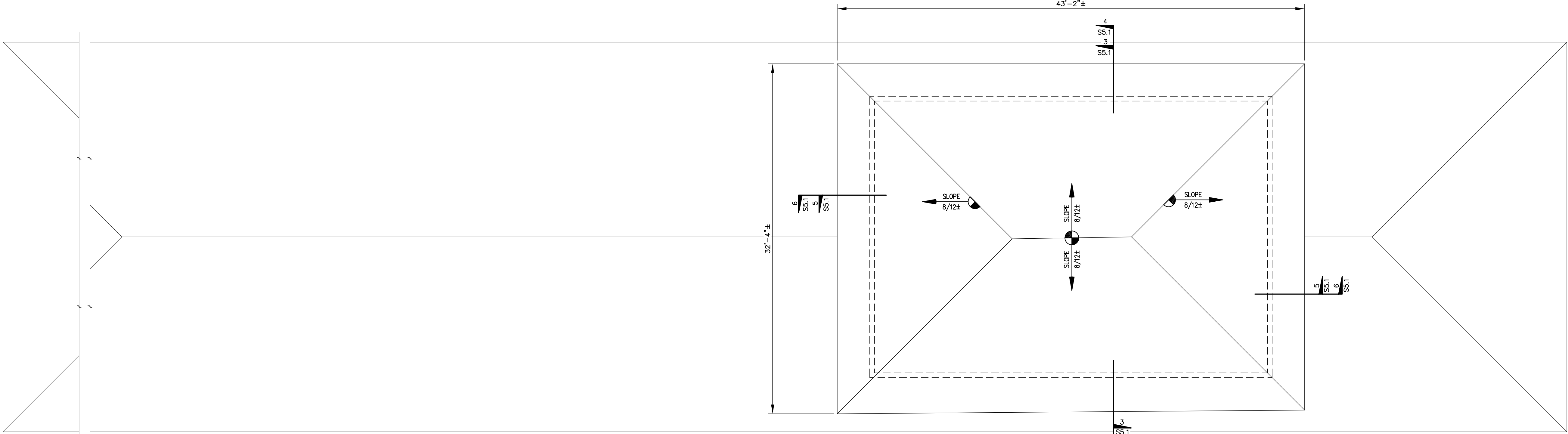
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General Notes and
Basis of Design

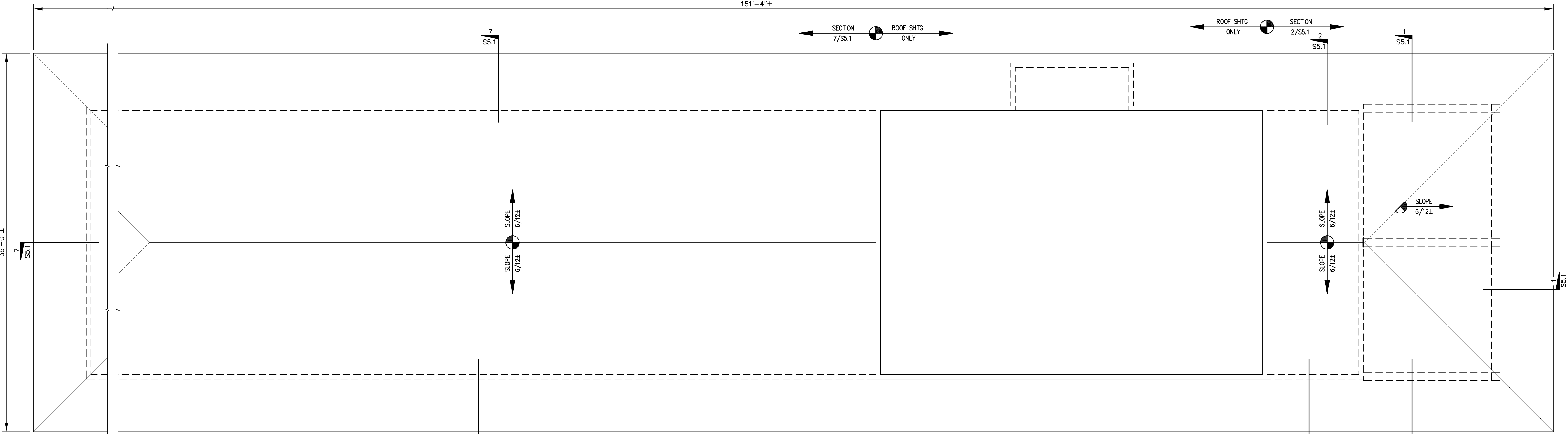
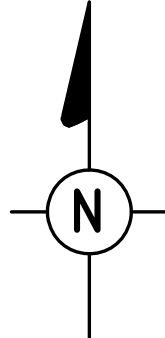
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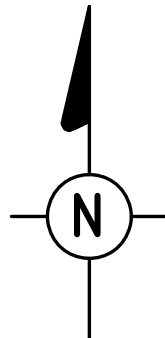
Conceptual Design Phase in Progress - Not for Construction



UPPER ROOF PLAN
SCALE: 3/16"=1'-0"



LOWER ROOF PLAN
SCALE: 3/16"=1'-0"

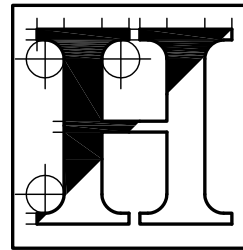


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HARTMAN
STRUCTURAL ENGINEERING
HSE-P-1122



Revisions:

Fernley Depot
Roof Replacement

675 E. Main St.
Fernley, Nevada 89408

Date: 4/8/22

File Name: Fernley Depot

Project #: 2115

Engineer: SJC Drawn By: GLF

Scale: AS NOTED

UPPER AND LOWER
ROOF PLANS

Drawing #:

S2.1

Conceptual Design Phase in Progress - Not for Construction

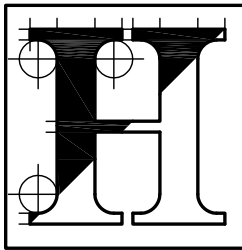


HOOFF
ARCHITECTURE

3376 La Veaga Court
Sparks, Nevada 89431

775.233.1222

HooffArchitecture.com



6180 Mac Arme Avenue
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mhoff@hartmanse.com

HARTMAN
STRUCTURAL ENGINEERING
INC. #1122

Revisions:

Fernley Depot
Roof Replacement

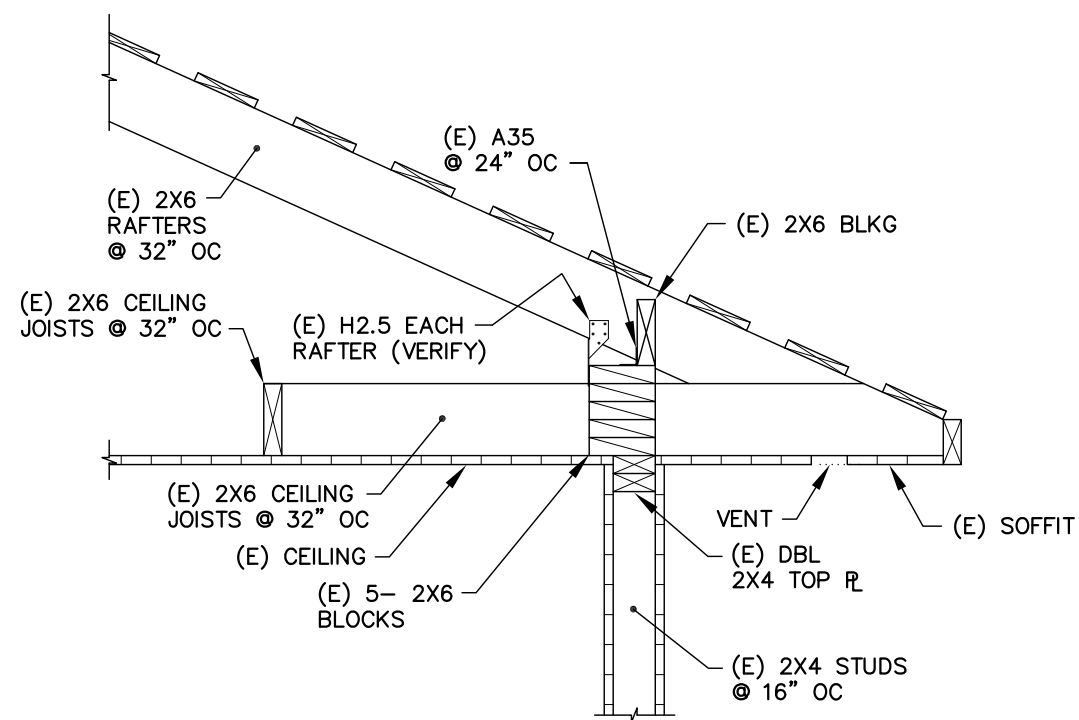
675 E. Main St.
Fernley, Nevada 89408

Date: 4/8/22
File Name: Fernley Depot
Project #: 2115
Engineer: SJC Drawn By: GLF
Scale: AS NOTED

SECTIONS

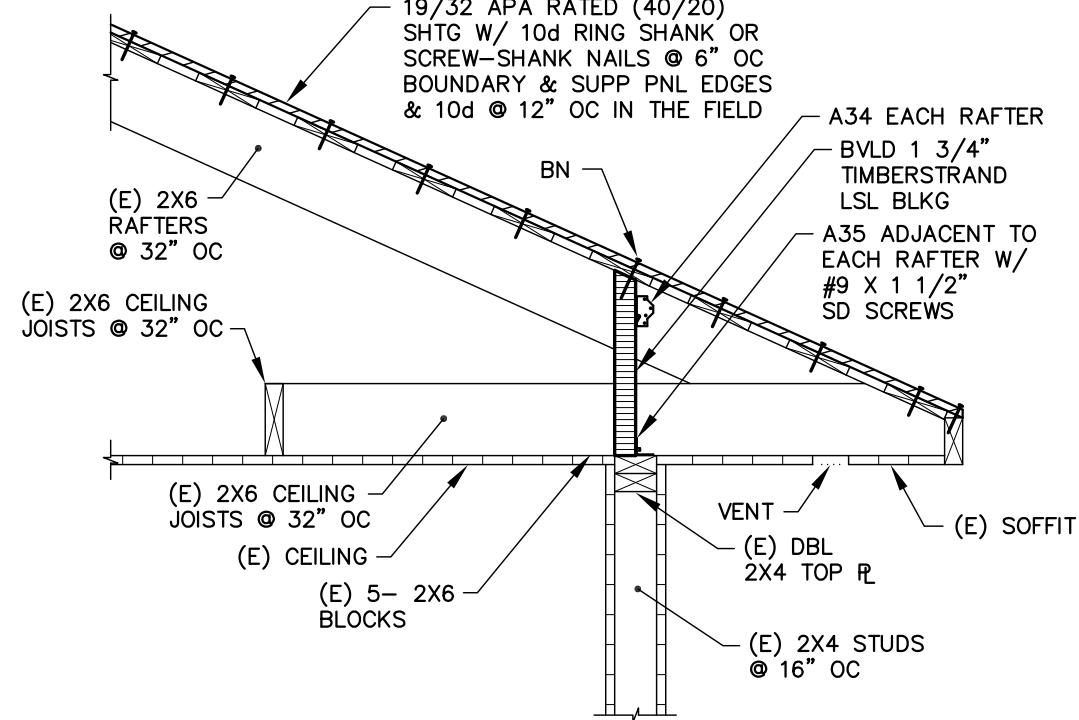
Drawing #:

S5.1

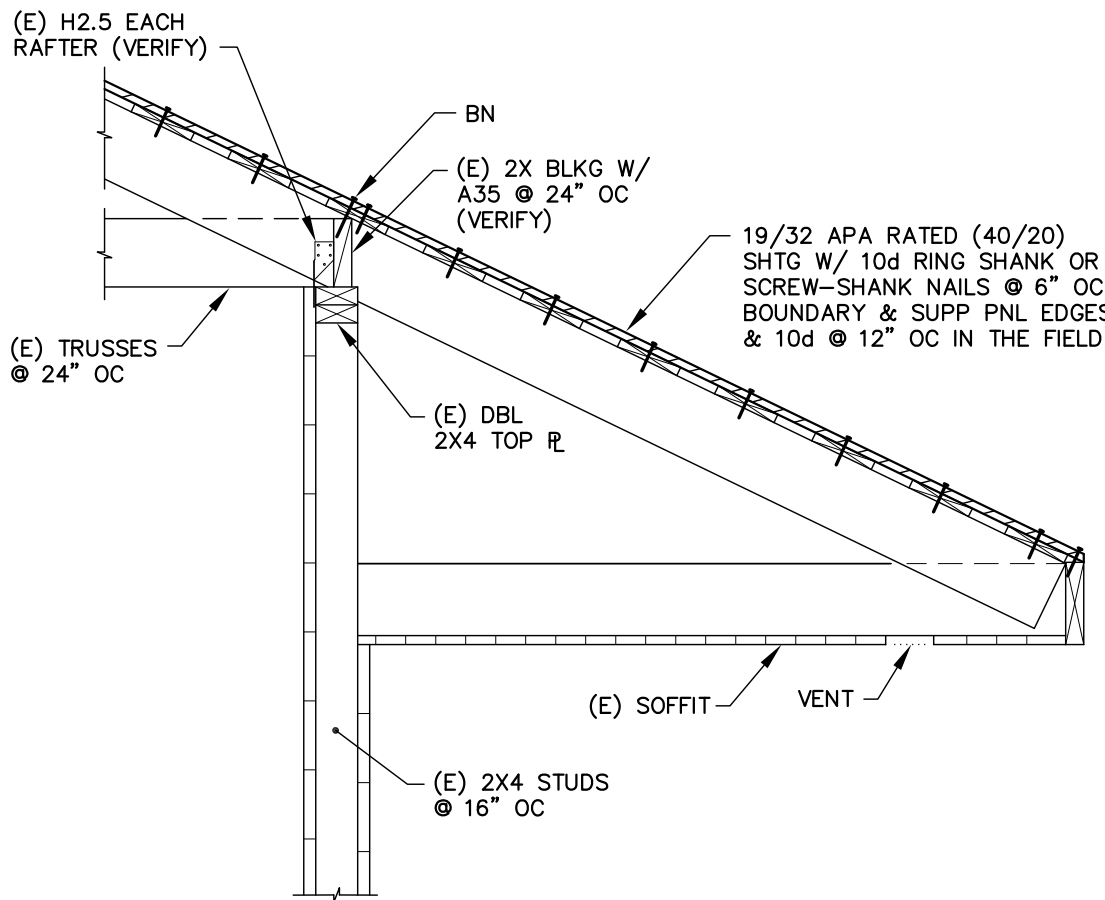


SECTION 5
SCALE: 3/4"=1'-0"
S5.1

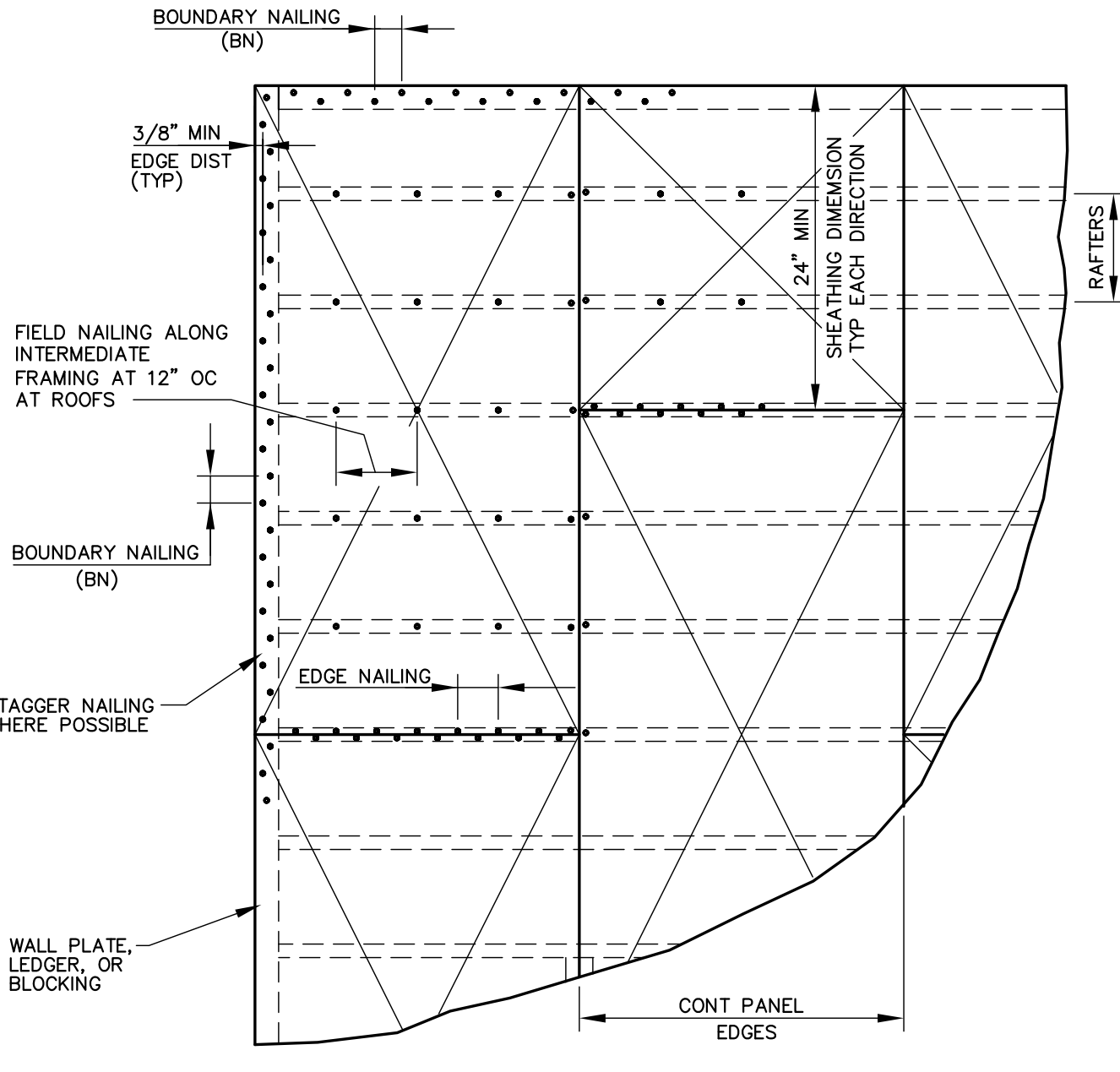
NOTE:
CONTRACTOR TO REMOVE
EXISTING 2X6 BLOCKS AND
2X6 BLKG, SEE 5/S5.1 FOR
PROPOSED CONDITION.



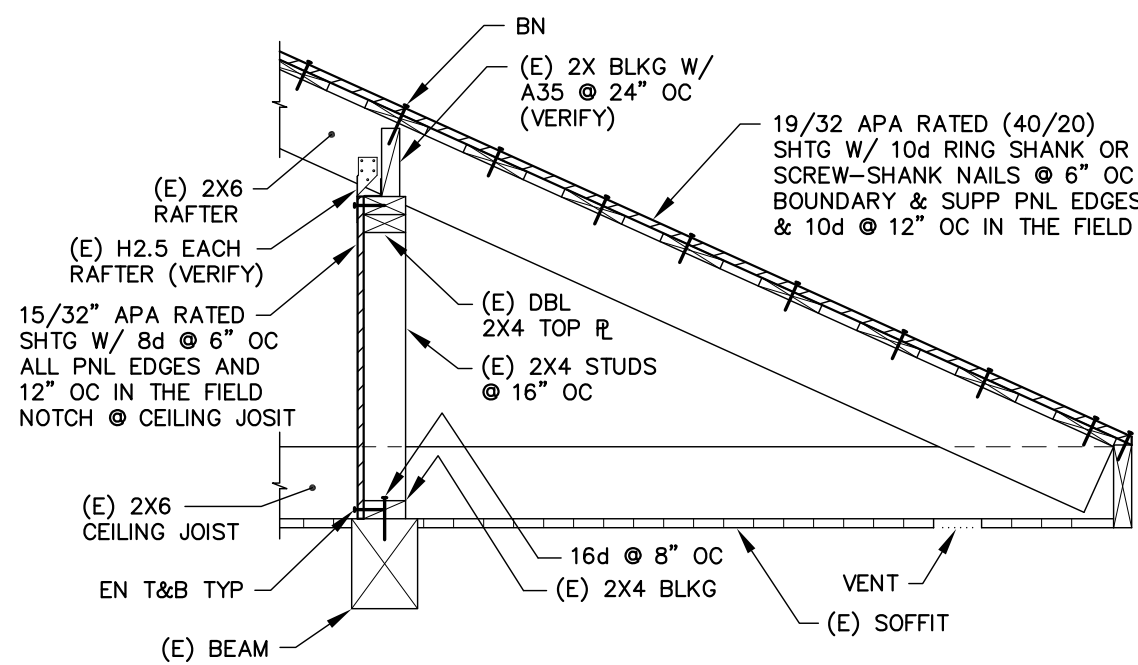
SECTION 6
SCALE: 3/4"=1'-0"
S5.1



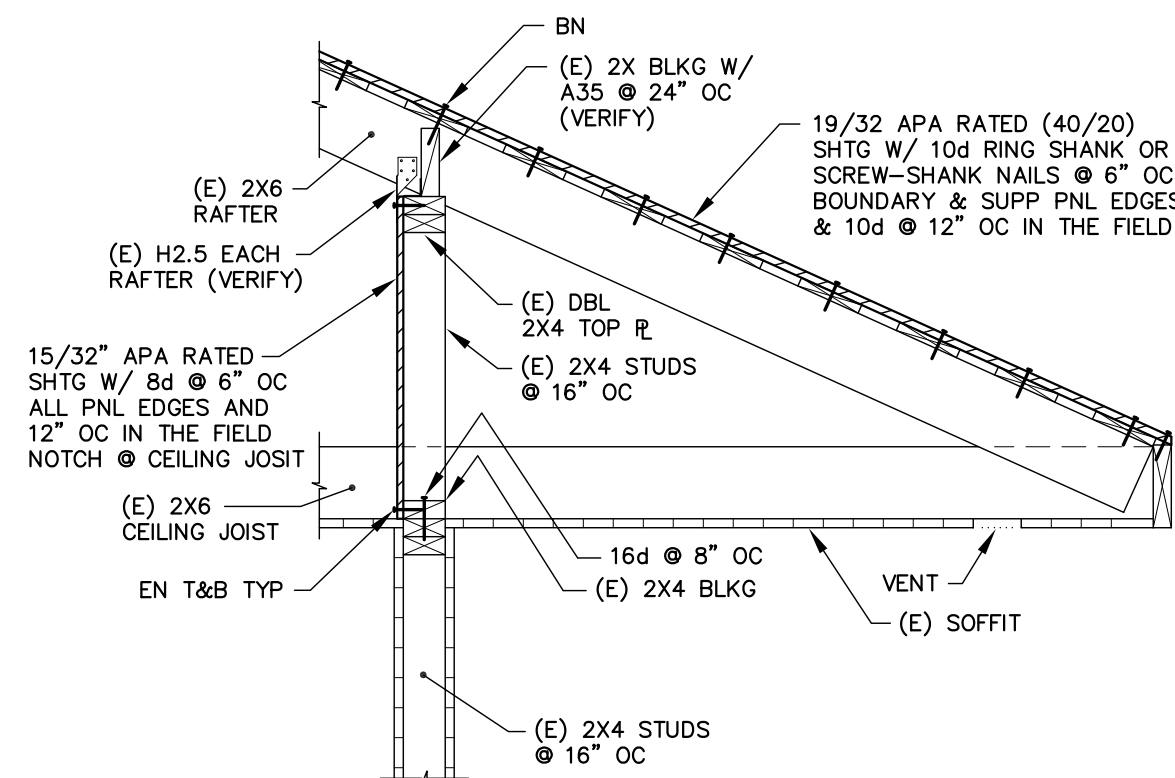
SECTION 7
SCALE: 3/4"=1'-0"
S5.1



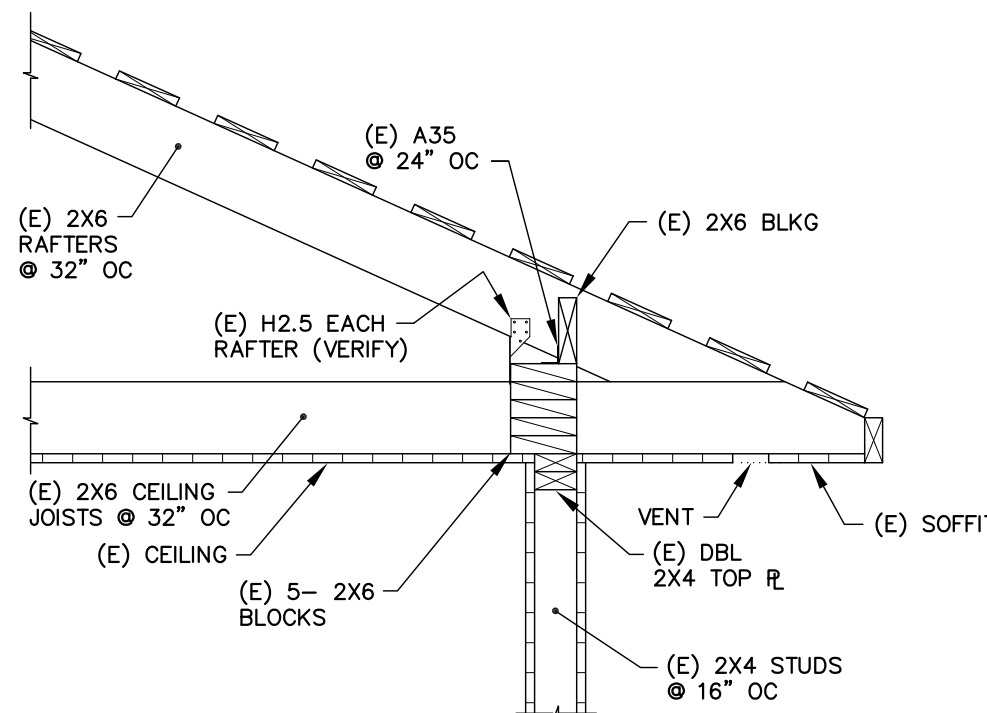
HORIZONTAL DIAPHRAGM NAILING
SCALE: 1/2" = 1'-0"
S5.1



SECTION 1
SCALE: 3/4"=1'-0"
S5.1

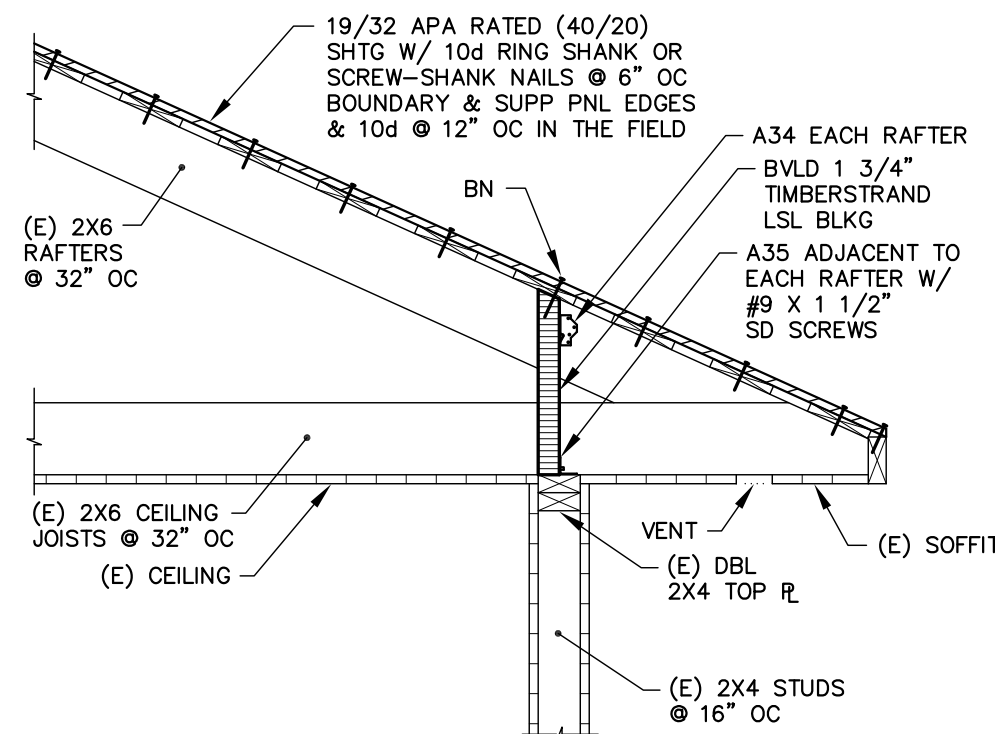


SECTION 2
SCALE: 3/4"=1'-0"
S5.1



SECTION 3
SCALE: 3/4"=1'-0"
S5.1

NOTE:
CONTRACTOR TO REMOVE
EXISTING 2X6 BLOCKS AND
2X6 BLKG, SEE 3/S5.1 FOR
PROPOSED CONDITION.



SECTION 4
SCALE: 3/4"=1'-0"
S5.1

Conceptual Design Phase in Progress - Not for Construction



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

ARPA Funds 220-480-810

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible action to approve an agreement between the City of Fernley and Lyon County to receive \$300,000.00 in ARPA funds on a reimbursement basis to fund the Community Response and Resource Center within the period from July 7, 2022 through December 31, 2026; with the construction contract being entered into by December 31, 2024.

AGENDA ITEM BRIEF:

Lyon County received American Rescue Plan Act funds from the federal government to respond to the public health emergency with respect to COVID-19. The City requested funding from Lyon County for the construction of the Community Response & Resource Center and the Board of County Commissioners approved \$300,000. The agreement between the City of Fernley and Lyon County to receive \$300,000.00 in ARPA funds on a reimbursement basis within the period from July 7, 2022 through December 31, 2026; with the construction contract being entered into by December 31, 2024. The City of Fernley and Lyon County agree that the use of the ARPA funds be conveyed to the City, by Lyon County subject to the award information, conditions, and limitations in the agreement.

RECOMMENDED MOTION:

"I motion to approve the agreement between the City of Fernley and Lyon County to receive \$300,000.00 in ARPA funds from Lyon County on a reimbursement basis for the construction of the Community Response and Resource Center and subject to the award information, conditions, and limitations in the agreement."

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:

Council may decide not to accept the funding or ask for more information.

BACKGROUND:

The American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the COVID-19 pandemic. The Coronavirus Local Fiscal Recovery Fund (Fund) provides for payments to non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000. In August 2021, City Council approved the American Rescue Plan Act spending plan for the City of Fernley which included \$12,000,000. The 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 of the pandemic including, but not limited to, food insecurity, emergency shelter/quarantine, childcare, educational needs, and mental health support.

The total construction cost of the Community Response & Resource Center project is estimated at over \$30,000,000. The City has committed \$12,000,000 of ARPA Funds for the project, which will be leveraged with other funds for the completion of the entire project. The City will ask for funding from foundations, look for grant opportunities to fully fund the project, in addition to the support from the Fernley Community Foundation, and any other funding opportunities.

Lyon County received American Rescue Plan Act funds from the federal government to respond to the public health emergency with respect to COVID-19. Lyon County made available ARPA funding for outside entities to apply for the funds in April 2022. The City requested funding from Lyon County for the construction of the Community Response & Resource Center and the Board of County Commissioners approved \$300,000.

In consideration of the above, the City of Fernley and Lyon County agree that the use of the ARPA funds be conveyed to the City, by Lyon County subject to the award information, conditions, and limitations in the agreement. The agreement between the City of Fernley and Lyon County to receive \$300,000.00 in ARPA funds on a reimbursement basis to fund the Community Response and Resource Center within the period from July 7, 2022 through December 31, 2026; with the construction contract being entered into by December 31, 2024.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The City of Fernley must comply with Department of the Treasury, 31 CFR Part 35, Coronavirus State and Local Recovery Funds.

FINANCIAL IMPLICATIONS:

The agreement between the City of Fernley and Lyon County to receive \$300,000.00 in ARPA funds on a reimbursement basis to fund the Community Response and Resource Center within the period from July 7, 2022 through December 31, 2026; with the construction contract being entered into by December 31, 2024.

ATTACHMENTS:

1. Lyon County and City of Fernley Subrecipient Agreement - ARPA

SUBRECIPIENT AGREEMENT TO USE
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
BETWEEN LYON COUNTY AND THE CITY OF FERNLEY

WHEREAS, Lyon County has received ARPA funding from the federal government to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

WHEREAS, the City of Fernley (City) has requested funding towards construction of a Community Response and Resource Center;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree that the use of ARPA funds be conveyed to the CITY, by Lyon County subject to the following award information, conditions, and limitations:

A. Award Information

Awarding Agency: Lyon County, Nevada

Subrecipient Name: City of Fernley

Subrecipient EIN: 88-0496533

Subrecipient DUNS Number: 023127306

Federal Awarding Agency: US Dept. of Treasury

CFDA #: 21.027 – Coronavirus State and Local Fiscal Recovery Funds

Period of Performance: 7/07/2022 – 12/31/2026

Amount of Award and Budget: \$300,000

B. Project Description

1. Lyon County will award an amount, not to exceed \$300,000 in ARPA Funds, to the CITY on a reimbursement basis to fund construction of a Community Response and Resource Center within the period from July 7, 2022 through December 31, 2026; with the construction contract being entered into by December 31, 2024.

C. General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CITY shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. Lyon County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the CITY is an independent entity.
2. The CITY shall hold harmless, defend and indemnify Lyon County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the CITY’s performance or nonperformance of the services or subject matter called for in this Agreement.
3. Lyon County or the CITY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release Lyon County or the CITY from its obligations under this Agreement.
 - Lyon County may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Lyon County and the CITY.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section A may only be undertaken with the prior

approval of Lyon County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the CITY under this Agreement shall, at the option of the Lyon County, become the property of Lyon County, and the CITY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

- Lyon County may also suspend or terminate this Agreement, in whole or in part, if the CITY materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and Lyon County may declare the CITY ineligible for any further participation in Lyon County's award agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the CITY is in noncompliance with any applicable rules or regulations, Lyon County may withhold funding.

D. Award Assurances

A signature on this Agreement indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These award funds will not be used to supplant existing financial support for current programs.
4. No portion of these award funds will be subcontracted without prior written approval unless expressly identified in the award agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-awards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. Certification that neither the CITY 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). No funding associated with this award will be used for lobbying.
9. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
10. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
11. An organization receiving award funds through Lyon County shall not use these funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation,

when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

12. An organization receiving award funds through Lyon County may, to the extent and in the manner authorized in its award, use award funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
- Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for the award from providing information that is directly related to the award.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-recipient agrees to provide Lyon County with copies of all contracts, sub-awards, and or amendments to either such documents, which are funded by funds allotted in this agreement.

E. Financial Reporting

1. The CITY agrees:
 - To request reimbursement, accompanied by supporting documentation, on a quarterly basis for the actual expenses incurred during the award period of May 1, 2022 through December 31, 2026.
 - The CITY shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the State of Nevada, or designee and the CITY will provide and cooperate with any information and documentation requests necessary to evaluate compliance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 7th day of July, 2022.

Signed by:

City of Fernley

Ken Gray, Chairman
Lyon County Board of Commissioners



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action to approve a Letter of Intent to enter into a lease agreement with the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response and Resource Center once constructed.

AGENDA ITEM BRIEF:

The City of Fernley staff would like to enter into a lease agreement with the Boys and Girls Club of Truckee Meadows to operate and maintain the Community Response and 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 after-school 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. This Letter of Intent is critical to a funding source,; Nevada ARPA Child Care Extension Grant for the Community Response & Resource Center.

RECOMMENDED MOTION:

"I motion to approve the Letter of Intent by the City of Fernley to enter into a lease agreement with the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed."

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 may decide to direct staff to look at other options or deny the Letter of Intent.

BACKGROUND:

The Boys & Girls Club of Truckee Meadows is a part of the Community Response & Resource Center workgroup and has been a critical and integral contributor to the design of the facility, to ensure the facility meets the needs of the programs to be housed in the building. The City of Fernley staff would like to enter into a lease agreement with the Boys and Girls Club of Truckee Meadows to operate and maintain the Community Response and 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 after-school and summer programs, thirteen school sites, four early learning centers, and seven teen centers. The B&G Club is also familiar with rural programs, operating eleven rural programs (Ely, Winnemucca and Fernley - three located in Fernley). In addition, the City of Fernley does not have the resources and staff to operate the facility once completed.

Under this agreement, the Boys and Girls Club would operate the day-care, afterschool programming, kitchen, cafeteria, gym, and meeting rooms.

Program/Service	Square Feet
Daycare facility	4,745 SF
Afterschool programming	19,591 SF
Kitchen/Cafeteria	7,335 SF
Gym	11,900 SF
Office Space/Meeting rooms	8,838 SF

This Letter of Intent is critical to a funding source;; Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center. On May 12, 2022, the State of Nevada Department of Health and Human Services announced a notice of funding opportunity, Nevada Child Care Expansion Program with funding from the American Rescue Plan Act Coronavirus State and Local Recovery Fund Program. These funds are an "effort to stabilize the child care industry in Nevada and to alleviate child care concerns for families as well as licensed Child Care Center" (State of Nevada Child Care Expansion Program, NOFO FY2022). The funds are earmarked for new construction of a licensed Child Care facility to be ran by a child care provider currently licensed by the Child Care Licensing Program and in good standing with the Division of Public and Behavioral Health with a capacity of at least 13 children. The deadline for the pre-application is June 23, 2022. The Boys & Girls Club of Truckee Meadows will apply for the funding opportunity for the Community Response and Resource Center daycare program.

The City Attorney's Office is in the process of drafting the lease agreement and staff will bring the agreement back to City Council for final approval.



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Consent

PLEASE RECYCLE

Project
**CITY OF FERNLEY
CRRC**

COMPLEX TOTAL = 54,776 SF

Job No: 21-008.00
Owner
CITY OF FERNLEY

SCHEMATIC DESIGN

[illegible]

Sheet Title
**ARCHITECTURAL
SHEET**

Date: APRIL, 2022

X1.00

RELEVANT LAWS, STATUTES, AND REGULATIONS:

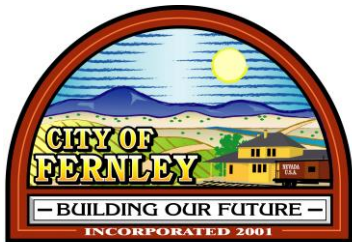
The City of Fernley must comply with the U.S. Department of Treasury 2 CFR Part 200 and Sections 601 and 602 of the Social Security Act.

FINANCIAL IMPLICATIONS:

On August 4, 2021, a formal expenditure plan was presented to the City Council for prior approval of ARPA fund expenditures. ARPA funds may be used to cover eligible costs incurred during the period that begins March 3, 2021, and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Any funds not expended by December 31, 2026 to cover such obligations must be returned.

ATTACHMENTS:

1. Letter of Intent - Boys Girls Club to operate CRRC



CITY OF FERNLEY City Manager's Office

Administration
Human Resources
Budgeting
Risk Management
& Contract

June 1, 2022

Mr. Mike Wurm, President & Chief Executive Officer
Boys & Girls Club of Truckee Meadows
2680 East 9th Street
Reno, NV 89512

Mr. Wurm,

The City of Fernley intends to enter into a lease agreement with the Boys and Girls Club of Truckee Meadows to operate and maintain the Community Response and Resource Center, once constructed. This is in part due to your leadership, and the Boys & Girls Club experience in operating and maintaining facilities and programs, including five Boys & Girls Club after school 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. Your partnership to date has been extremely valuable to our community, and we want to continue our great working relationship into the future.

The City of Fernley also fully supports the Boys & Girls Club of Truckee Meadows in your application for the Nevada ARPA Child Care Extension Grant for the Community Response and Resource Center.

Respectfully,

Patrick Marsh
Acting City Manager



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 15, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: No: X	Yes: No: X	300-100-300

ACTION REQUESTED: Resolution

AGENDA ITEM: (For Possible Action):

Possible Action to adopt Resolution 22-002, which will increase the fees for using a credit card to \$3.00 per transaction for utility customers, and 4% for all other general service transactions, increase notary service fees; and remove outdated media types, extraordinary use of employee's time, municipal court fees and photocopying fees for Fernley Municipal Code books.

AGENDA ITEM BRIEF:

Staff proposes to rescind Resolutions #04-004 and #09-017. Resolution #22-002 has been created which combines pieces of both resolutions. Outdated media types, and extraordinary use of employees' time have been removed from Resolution #04-004. The City Clerks office is required to charge a passport application execution fee, but this has been removed from the resolution as it is set by the US Department of State. Notary fees have been updated based on changes to NRS 240.100.

Changes to Resolution 09-017 include removing dated services and fees for photocopying the Fernley Municipal Code book, large unmounted ward map, agenda packet, and Municipal Court fees have been removed.

Effective July 1, 2022, the increase to the credit card fees for utility customers will increase to \$3.00 per transaction and 4% for all other general service transactions. This Resolution also includes an increase in notary public fees. Removed from this resolution is the fee for employee's time, outdated media types, and passport execution fee.

RECOMMENDED MOTION:

"I move to approve Resolution 22-002 modifying the fees collected for certain City services, including increasing credit card fees to \$3.00 per transaction for utility customers, and 4% for all other general service transactions, increasing notary service fees; removing outdated media types, extraordinary use of

employee's time, municipal court fees and photocopying fees for Fernley Municipal Code books.

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 could choose to keep the current fees or propose an alternate fee schedule.

BACKGROUND:

Staff proposes a modification to the City's fee schedule collected for certain services. This includes an increase in notary public fees based on changes to NRS 240.100. It also includes an increase to credit card fees for utility customers only. All other credit card fees are 3% of the total transaction. Removed from this resolution is the fee for employee's time, which was removed from NRS 239.055 in 2019, outdated media types, and the passport application execution fee. The City Clerk's office is still required to charge an application execution fee but it has been removed from the resolution.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none.

FINANCIAL IMPLICATIONS:

There are none.

ATTACHMENTS:

1. Resolution 22-003
2. Resolution 04-004
3. Resolution 09-017

**CITY OF FERNLEY
RESOLUTION# 22-003**

A Resolution of the City of Fernley for certain city services.

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and,

WHEREAS, the Fernley City Council desires a structured Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED, that the following Fee Schedule hereby replaces Resolution #04-004 and #09-017, and as adopted on this date.

Credit Card Fees

Utility Customers only

\$3.00 per transaction (Effective 7/1/2022)

General Service Transactions

4% of transaction (Effective 7/1/2022)

Faxes (City related business) \$.25 per page

Labels	\$.05 per label
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Notary Fees

Acknowledgement for the first signature	\$ 15.00
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For each additional signer	\$ 7.50
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Administering oath or affirmation w/o signature	\$ 7.50
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Certified Copy	\$ 7.50
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Jurat, for each signature on the affidavit	\$ 15.00
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Passport Photos	\$ 15.00 per person
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Returned Check Fee	\$ 30.00
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Copies

Black and White

Black & White

Color

8.5x11	\$.25	.35
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8.5x14	\$.30	.40
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11x17	\$.35	.40
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Media

Flash Drive	\$ 5.00
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CD	\$ 5.00
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Geographic Information System (GIS)

Cost will be determined and provided to
customer before request is fulfilled per NRS
239.54

REVISED, PASSED, APPROVED AND ADOPTED on the 15th day of June 2022, by the following
vote of the Council:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

By: _____
Mayor Roy Edgington Jr.

ATTEST:

City Clerk Kim Swanson

RESOLUTION # 04-004
MODIFIED March 15, 2006

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and,

WHEREAS, the Fernley City Council desires a structured Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED, that the following Fee Schedule is hereby revised, approved, and adopted on this date, and shall enter into effect immediately:

- | | |
|---|---|
| 1. Audiocassette Tapes | \$20.00 per tape |
| 2. Compact Disk (CD) | \$15.00 per CD |
| 3. Employee's Time | Prorated at their hourly salary + 40% |
| 4. Faxes (City related business) | \$.25 per page |
| 5. Labels | \$.05 per name |
| 6. Notary Fees | As set by NRS 240.100 |
| Acknowledgement for the first signature | \$ 5.00 |
| For each additional signer | \$ 2.50 |
| Administering oath or affirmation without a signature | \$ 2.50 |
| Certified Copy | \$ 2.50 |
| Jurat, for each signature on the affidavit | \$ 5.00 |
| 7. Passport Application Execution Fee | \$30.00 (As set by U.S. Dept. of State) |
| 8. Passport Photos | \$15.00 per person |
| 9. Photocopies | \$.25 per page |
| 10. Returned Check Fee | \$30.00 per check |

PASSED, APPROVED AND ADOPTED on the 7th day of April 2004.

REVISED, PASSED, APPROVED AND ADOPTED on the 15th day of March, 2006, by the following vote of the Council:

AYES: 4 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1

By: _____

Mayor David Stix, Jr.

ATTEST:

Patricia Norman, CMC
City Clerk Patricia Norman

**CITY OF FERNLEY
RESOLUTION # 04-004**

WHEREAS, the Fernley City Council is the governing body of the City of Fernley, Nevada, pursuant to the provisions of NRS Chapter 266; and

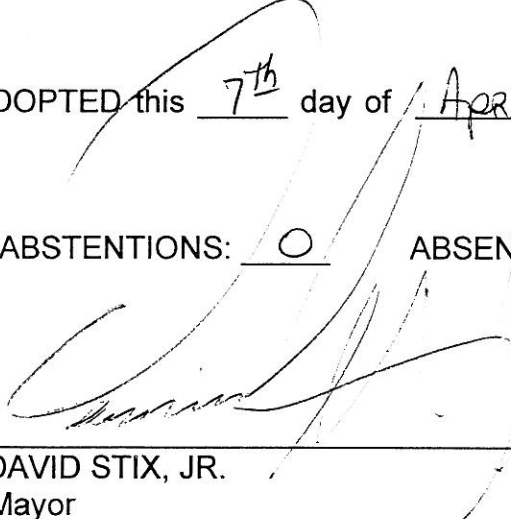
WHEREAS, this resolutions has been drafted to address fees for services provided by the City:

NOW, THEREFORE, BE IT RESOLVED, that the following Fee Schedule is hereby approved and adopted, superceding any previous Fee Schedule, and shall enter into effect immediately:

- | | | |
|----|------------------------------------|-------------------------------|
| 1. | Audiocassette Tapes | \$20.00 per tape |
| 2. | Passport Application Execution Fee | As set by U.S. Dept. of State |
| 3. | Passport Photos | \$15.00 per person |
| 4. | Photocopies | \$.25 per page |
| 5. | Returned Check Fee | \$30.00 per check |

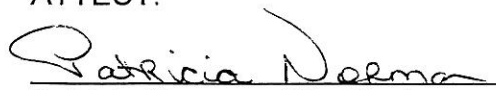
PASSED, APPROVED AND ADOPTED this 7th day of April, 2004,
by the following vote of the Council:

AYES: 4 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1

By: 

DAVID STIX, JR.
Mayor

ATTEST:



Patricia Norman, City Clerk

CITY OF FERNLEY

AGENDA REPORT

DATE PREPARED 3/30/04

DATE OF MEETING 4/7/04

ITEM # 12

SUBJECT: ADDRESS APPROVAL OF PASSPORT APPLICATION FEES AND FEES FOR OTHER CITY SERVICES.

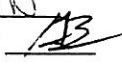
SUMMARY: The Clerk's Office has been approved to accept Passport Applications. The execution fee is set by the U.S. Department of State and is currently \$30.00. The fee for passport photos is set at the discretion of each entity. We called other entities to see what they charge for the photos. The fees ranged from \$9.95 to \$45.00 and I recommend \$15.00.

This resolution will also cover the fees for other City services.

FISCAL IMPACT: N/A

RECOMMENDATION: Review and approve Resolution #04-004 adopting the Fee Schedule.

PREPARED BY: Patricia Norman, City Clerk 

REVIEWED BY: Gary A. Bacock, City Manager 

**CITY OF FERNLEY
RESOLUTION # 09-017**

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and,

WHEREAS, the Fernley City Council desires a structured Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED, that the following Fee Schedule hereby replaces Resolution #08-004, and as adopted on this date, shall enter into effect immediately:

City –Wide Fee Schedule for Public Records and Document Services.

GENERAL		
Type	Service	Fee (per unit)
Black and White Documents (Non-custom) 8.5x11 8.5x14 11x17	Routine search and copy only	 \$.25 \$.30 \$.35
Color Documents (Non-custom) 8.5x11 8.5x14 11x17	Routine search and copy only	 \$.35 \$.40 \$.50
Compact Disc, DVD and other audio and video media	Charge for media only	\$ 5.00
Labels	Charge for labels only	\$.05 per name
Administrative Research	Requests taking longer than 30 minutes to fill constitute an extraordinary use of personnel.	\$ 25.00 (half hour minimum)
Returned Checks		\$ 30.00

OFFICE OF THE CITY CLERK		
Type	Service	Fee(per unit)
Municipal Code	Bound copy	\$ 100.00
Municipal Code Supplemental information mailed (one fee per calendar year)	Unbound copies	\$ 35.00
Ward Map (11x17)	Unmounted	\$ 5.00

Ward Map (Larger than 11x17)	Unmounted	\$ 32.00
Agenda with backup		No charge until 8 a.m. the day after the meeting following the agenda. Per page fee after 8 a.m.
Note: All items in this table are available free of charge on the City of Fernley Web site www.cityoffernley.org		

MUNICIPAL COURT		
Type	Service	Fee (per unit)
Regular Copies		\$.30
Certificate of the Clerk, under the Seal of the Court		\$ 3.00
Note: Court fees are set by NRS 4.060		

PASSED, APPROVED AND ADOPTED on the 4th day of November, 2009, by the following vote of the Council:

AYES: 4 NAYS: 1 ABSTENTIONS: 0 ABSENT: 0

By: 
Mayor LeRoy Goodman

ATTEST:


City Clerk Lena Shumway