



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, July 6, 2022 • 5:00 PM

Mayor
Roy Edgington

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

City Manager
Daphne Hooper

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 by 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 Minutes from June 15th and June 23rd.

2.3. (Possible Action) Approval of Business Licenses

2.4. Possible action to approve a contract with Farr West Engineering for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and VueWorks) in an amount not to exceed \$50,000.

2.5. Possible Action to Approve the Will-Serve Request from Genica Shadow Hills, LLC for 45.5 ERC's for Water and 66 ERC's for Sewer for 66 townhomes for Lyon County Parcel 021-121-19 located on the corner of Cottonwood Ln. and Hardie Ln. Fernley, NV 89408

2.6. Possible Action to approve a contract for legal services related to water resources to Taggart & Taggart, Ltd. for an amount not to exceed \$160,000 for FY 2022-2023.

2.7. Possible Action to approve a Contract for Water Rights Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$60,000 for FY 2022-2023.

2.8. Possible Action to approve the ratification of expenditures for the emergency rebuild of the Fernley Municipal Well #11 pump and replacement of column for an amount not to exceed \$72,703 to Carson Pump.

2.9. Possible action to Approve award of an annual 2022-2023 Material Supplier Contract to Western Nevada Supply in amount not to exceed the unit pricing listed in the attached inventory pricing list.

2.10. Possible action to Approve the award of 2022-2024 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Services LLC. in amount not to exceed 0.39 per gallon.

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

2.12. Possible action to Approve the award of the 2022-2023 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price for the services listed in the bid document not to exceed \$128,000.

2.13. Possible Action to purchase one (1) Mini Excavator from PAPE Machinery, the City of Fernley's Parks/General Services Department, for an amount not to exceed \$59,478.88.

2.14. Possible Action to purchase one (1) DL142 Low Pro Dump Trailer from Huntley Motor World for the City of Fernley's Parks/Facilities Department for an amount not to exceed \$16,123.25.

- 2.15. Possible action to approve a request to waive the Liquor License fee for the Annual Fernley 4th of July Celebration to be held at the Out of Town Park.

3. REPORTS

4. STAFF REPORTS

- 4.1. Possible action to authorize the Interlocal Agreement between the City of Fernley and Lyon County for Personnel Support and means to transport Defendants.
- 4.2. Update and possible action to approve the final schematic design and cost estimate of the Community Response & Resource Center.
- 4.3. 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.
- 4.4. Presentation, Discussion, and Possible Action regarding a citywide land use fiscal assessment conducted by Verdunity, Inc.

5. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

6. PUBLIC FORUM

7. ADJOURNMENT

Next Meeting: July 20, 2022 @ 5 PM



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Jessica Dover

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM: (For Possible Action):

(Possible Action) Approval of Voucher Report

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Vouchers for FCC Meeting 07062022

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 & A MOBILE LOCK & KEY, LLC									
2050	A & A MOBILE LOCK & KEY, LLC	10976	REKEY LOCKS	05/23/2022	115.00	06/16/2022	100-425-322	Prof Serv-Other	522
2050	A & A MOBILE LOCK & KEY, LLC	10979	Pad Locks	06/07/2022	564.00		520-810-600	General Supplies	622
2050	A & A MOBILE LOCK & KEY, LLC	10985	Lock Changes for Office	06/17/2022	163.50		100-425-322	Prof Serv-Other	622
Total 2050:					842.50				
ADAPCO, INC									
1751	ADAPCO, INC	131727	vectomax	06/14/2022	5,450.00		100-528-617	Supplies-Chemical	622
1751	ADAPCO, INC	131799	vectomax for helicopter drop	06/22/2022	5,450.00		100-528-617	Supplies-Chemical	622
Total 1751:					10,900.00				
AIT ADVANCED INTERPRETING & TRANSLATION									
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202206-FMC	Spanish Ayala-Paradese/Sanchez/Mateo	06/08/2022	280.00	06/16/2022	100-425-330	PROF SERV-INTERPRETER	622
Total 8498:					280.00				
ALHAMBRA									
4688	ALHAMBRA	7661929060922	Shop - Bottled Water Service	06/09/2022	288.20	06/16/2022	510-810-614	Supplies-Plant/Shop/Maint	622
Total 4688:					288.20				
ANIMAL CARE EQUIPMENT & SVS.									
209	ANIMAL CARE EQUIPMENT & SVS.	102730	KENNEL-SOL	06/13/2022	127.38		100-525-600	General Supplies	622
Total 209:					127.38				
ARAMARK									
1895	ARAMARK	2591035221	rags and rugs	06/02/2022	107.62	06/16/2022	510-840-420	Contract Services	622
1895	ARAMARK	2591035286	shop mats	06/02/2022	70.33	06/16/2022	520-810-614	Supplies-Plant/Shop/Maint	622
1895	ARAMARK	2591040796	rugs and rags	06/16/2022	107.62		510-840-420	Contract Services	622
1895	ARAMARK	2591040854	mats	06/16/2022	159.58		100-417-420	Contract Services	622
1895	ARAMARK	2591040868	shop mat service	06/16/2022	70.33		520-810-614	Supplies-Plant/Shop/Maint	622
1895	ARAMARK	5980005476	WD Uniforms	06/06/2022	50.57	06/16/2022	510-810-614	Supplies-Plant/Shop/Maint	622
1895	ARAMARK	5980005478	shirt contract	06/06/2022	45.31	06/16/2022	100-480-600	GENERAL SUPPLIES/TOOLS	622
1895	ARAMARK	5980005480	uniforms	06/06/2022	43.32	06/16/2022	100-475-616	Supplies-Safety	622
1895	ARAMARK	5980006987	Shop - WD Pants Service	06/13/2022	50.57		510-810-614	Supplies-Plant/Shop/Maint	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1895	ARAMARK	5980006989	shirt contract	06/13/2022	45.31		100-480-600 GENERAL SUPPLIES/TOOLS	622
1895	ARAMARK	5980006991	uniforms	06/13/2022	43.32	06/16/2022	100-475-616 Supplies-Safety	622
1895	ARAMARK	5980008719	Shop - WD Pants Service	06/20/2022	50.57		510-810-614 Supplies-Plant/Shop/Maint	622
1895	ARAMARK	5980008724	SHIRT CONTRACT	06/20/2022	50.03		100-480-600 GENERAL SUPPLIES/TOOLS	622
1895	ARAMARK	5980008726	uniforms	06/20/2022	43.32		100-475-616 Supplies-Safety	622
1895	ARAMARK	5980010108	Shop - WD Pants Service	06/27/2022	50.57		510-810-614 Supplies-Plant/Shop/Maint	622
Total 1895:					988.37			
ARCHIVESOCIAL, INC								
8708	ARCHIVESOCIAL, INC	22288	Tech Services	07/01/2022	2,988.00	06/16/2022	100-418-342 Tech Services-Other	722
Total 8708:					2,988.00			
AT&T								
13	AT&T	28574 JUN 22	131 252-7192 857 4	06/02/2022	160.00	06/24/2022	100-417-530 Communications (Internet,Cell)	622
13	AT&T	53740 MAY 22	775 575-5455 374 0	06/26/2022	361.27	06/20/2022	100-417-530 Communications (Internet,Cell)	622
13	AT&T	74368 MAY 22	775 575-7187 436 8	05/26/2022	888.93	06/20/2022	100-417-530 Communications (Internet,Cell)	522
13	AT&T	81650 MAY 22	775 835-8598 165 0	05/26/2022	3,031.49	06/20/2022	100-417-530 Communications (Internet,Cell)	522
13	AT&T	85367 MAY 22	775 575-9058 536 7	05/26/2022	888.93	06/20/2022	100-417-530 Communications (Internet,Cell)	522
13	AT&T	96145 JUN 22	131 252-8129 614 5	06/02/2022	230.00	06/24/2022	100-417-530 Communications (Internet,Cell)	622
13	AT&T	98670 MAY 22	775-786-2229 867 0	05/20/2022	2,112.15	06/10/2022	100-417-530 Communications (Internet,Cell)	522
Total 13:					7,672.77			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 Jun 22	Long distance June 22	06/04/2022	1,121.05		100-417-530 Communications (Internet,Cell)	622
Total 448:					1,121.05			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	41456	BATTERIES FOR VACTOR	06/10/2022	390.00	06/16/2022	100-475-430 Service-Repair and Maintenance	622
8868	AUTO & TRUCK ELECTRIC, INC	41532	battery for 9002	06/21/2022	114.00		100-475-610 Automotive Supplies	622
Total 8868:					504.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	14591/5	Materials and supplies	06/06/2022	34.78	06/16/2022	510-810-430 Repairs & Maintenance	622
20	BIG R OF FERNLEY	14606/5	irrigation	06/07/2022	14.95	06/16/2022	100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14607/5	epoxy	06/07/2022	10.98	06/16/2022	100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14613/5	pvc pipe	06/08/2022	21.49	06/16/2022	100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14624/5	Repairs and Maintenance supplies	06/09/2022	13.94	06/16/2022	510-810-430 Repairs & Maintenance	622
20	BIG R OF FERNLEY	14628/5	cleaners for graffiti	06/09/2022	54.88	06/16/2022	100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14631/5	Bolt clamps	06/09/2022	15.96	06/16/2022	520-810-430 Service-Repair and Maintenance	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	14633/5	Buckets	06/09/2022	38.94	06/16/2022	100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14634/5	Bolt clamps	06/09/2022	13.96	06/16/2022	520-810-430 Service-Repair and Maintenance	622
20	BIG R OF FERNLEY	14678/5	pipe bands	06/15/2022	13.96		520-810-600 General Supplies	622
20	BIG R OF FERNLEY	14679/5	irrigation	06/15/2022	43.29		100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14683/5	METER TECH SUPPLIES	06/15/2022	33.86		510-810-600 General Supplies	622
20	BIG R OF FERNLEY	14687/5	graffiti remover	06/16/2022	41.93		100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14688/5	irrigation	06/16/2022	15.77		100-575-600 General Supplies	622
20	BIG R OF FERNLEY	14718/5	bar oil trimmer line chain and mix	06/21/2022	131.44		100-475-600 General Supplies	622
20	BIG R OF FERNLEY	14725/5	Chlorine Tank Repair parts	06/22/2022	15.06		520-810-614 Supplies-Plant/Shop/Maint	622
20	BIG R OF FERNLEY	14726/5	2 4 D	06/22/2022	339.96		100-475-617 Supplies-Chemical	622
Total 20:					855.15			
Board of Regents; College of Business								
1455	Board of Regents; College of Business	June 22	CED #PG05565	06/03/2022	1,000.00	06/16/2022	100-413-322 Prof Serv-Other	622
Total 1455:					1,000.00			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	50322-2	COF APPAREL	05/26/2022	281.59	06/16/2022	100-415-600 General Supplies	522
6970	BOB'S PRINTING AND SIGNAGE	50322-2	COF APPAREL UTIL	05/26/2022	32.78	06/16/2022	510-810-600 General Supplies	522
6970	BOB'S PRINTING AND SIGNAGE	52422-2	COF pens	06/23/2022	341.52		100-412-650 Community Support	622
Total 6970:					655.89			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7360983	cleaning supplys	06/03/2022	251.14	06/16/2022	100-417-600 General Supplies	622
8837	BRADY INDUSTRIES OF NEVADA LLC	7383317	cleaning supplies	06/17/2022	615.40		100-417-612 Building Maintenance Supplies	622
Total 8837:					866.54			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	Z514602	Chambers Clerking Computer	06/13/2022	1,007.79		100-425-600 General Supplies	622
Total 27:					1,007.79			
CEMEX CONSTRUCTION MATERIALS PACIFIC								
154	CEMEX CONSTRUCTION MATERIALS PACIFIC	9446247430	Material Supplies- Pipe backfill sand	06/02/2022	698.29	06/16/2022	510-810-431 Repairs & Maintenance-Roads	622
Total 154:					698.29			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAY 22	Finance-Cc Processing Fees 6291057	05/31/2022	891.30	05/31/2022	100-415-609 Credit Card Fees - Govt Svcs	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8637:					891.30			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30783813	WATER CONVEYANCE; PN# 2019-002-1	06/06/2022	141.29	06/16/2022	510-166100 Construction In Progress	622
Total 32:					141.29			
CIVIC PLUS								
3028	CIVIC PLUS	229392	Tech Services- Web Management FY22/23	07/01/2022	24,477.95		100-418-342 Tech Services-Other	722
Total 3028:					24,477.95			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340701084	E3103934 SUPPLEMENTAL INSURANC	07/01/2022	122.26		100-218000 COLONIAL INSURANCE PAYABL	722
Total 3520:					122.26			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	12290	Sage Tank recoat inspection and testing services	06/06/2022	1,477.50		510-166100 Construction In Progress	622
Total 5587:					1,477.50			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	111240	Prof svc for May 2022 CRRC	05/31/2022	9,688.00	06/16/2022	220-480-810 ARPA	522
Total 8889:					9,688.00			
DESERT COMMERCIAL SWEEPING								
7804	DESERT COMMERCIAL SWEEPING	13240	Contract street sweeping	06/08/2022	6,208.00	06/16/2022	100-475-420 Contract-Street Sweeping	622
Total 7804:					6,208.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	056940	REIMB POSTAGE; CDBG ENVIRN REVIEW	06/17/2022	17.40		100-413-550 Printing and Postage	622
8639	EMPLOYEES, CITY OF FERNLEY	061322	REIMB CAR WASH; BUGGY BATH	06/13/2022	35.00		100-605-322 Prof Serv-Other	622
8639	EMPLOYEES, CITY OF FERNLEY	869495	REIMB CONTINUING EDUC CREDITS; SWS OPER & MAIN	06/22/2022	50.00		510-840-585 Educational Assistance Program	622
Total 8639:					102.40			
ESRI								
501	ESRI	94248316	ESRI maintenance fees #93306- engineering department	07/01/2022	2,100.00		100-418-342 Tech Services-Other	722
501	ESRI	94248316	ESRI maintenance fees #93306- planning department	07/01/2022	1,200.00		100-610-342 Tech Services-Other	722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 501:					3,300.00			
FARR WEST ENGINEERING								
6275	FARR WEST ENGINEERING	17590	Depot Roof - Engineering Services	04/29/2022	12,676.00		300-425-730 Improve other than Buildings	422
6275	FARR WEST ENGINEERING	17848	On call GIS services	05/27/2022	1,011.95		100-417-320 PROF SEV-ENGINEERING	522
6275	FARR WEST ENGINEERING	17848	On call GIS services	05/27/2022	1,011.95		100-475-320 Prof Serv-Engineering	522
6275	FARR WEST ENGINEERING	17848	On call GIS services	05/27/2022	1,011.95		100-575-320 Prof Serv-Engineering	522
6275	FARR WEST ENGINEERING	17848	On call GIS services	05/27/2022	1,011.95		510-810-320 Prof Serv-Engineering	522
6275	FARR WEST ENGINEERING	17848	On call GIS services	05/27/2022	1,011.95		520-810-320 Prof Serv-Engineering	522
Total 6275:					17,735.75			
FASTENAL COMPANY								
4860	FASTENAL COMPANY	NVFER45235	nuts and bolts	06/14/2022	81.81		510-810-614 Supplies-Plant/Shop/Maint	622
Total 4860:					81.81			
FERNLEY 4th OF JULY INC								
53	FERNLEY 4th OF JULY INC	21/22 RD2	R2 FY21/22 Jan-Jun2	06/30/2022	5,000.00		225-575-650 Grant Awards	622
53	FERNLEY 4th OF JULY INC	Jun 2022	SCAC Booth Registration	06/10/2022	50.00	06/16/2022	100-412-650 Community Support	622
Total 53:					5,050.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - PARKS	05/31/2022	581.36	06/16/2022	100-575-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - VECTOR	05/31/2022	36.42	06/16/2022	100-528-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - WATER DIST	05/31/2022	2,076.25	06/16/2022	510-810-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - SEWER	05/31/2022	2,002.78	06/16/2022	520-810-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - STREETS	05/31/2022	1,291.71	06/16/2022	100-475-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - ANIMAL CONTROL	05/31/2022	344.54	06/16/2022	100-525-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - CDD BUILDING	05/31/2022	425.23	06/16/2022	100-605-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - FACILITIES	05/31/2022	318.71	06/16/2022	100-417-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - FLEET	05/31/2022	263.37	06/16/2022	100-480-626 GASOLINE	522
18	FLYERS ENERGY, LLC	CFS-3020516	GASOLINE - CITY MGR	05/31/2022	125.19	06/16/2022	100-413-626 Gasoline	522
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - PARKS	06/15/2022	614.56		100-575-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - VECTOR	06/15/2022	21.46		100-528-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - WATER DIST	06/15/2022	2,387.63		510-810-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - SEWER	06/15/2022	1,574.44		520-810-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - STREETS	06/15/2022	1,512.84		100-475-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - ANIMAL CONTROL	06/15/2022	402.77		100-525-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - CDD BUILDING	06/15/2022	193.29		100-605-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - FACILITIES	06/15/2022	445.64		100-417-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - WATER TREATMENT	06/15/2022	157.95		510-840-626 Gasoline	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - ENGINEER	06/15/2022	20.14		100-529-626 Gasoline	622
18	FLYERS ENERGY, LLC	CFS-3033278	GASOLINE - COURT	06/15/2022	150.14		100-425-626 Gasoline	622
Total 18:					14,946.42			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0014	Legislative Services Jun 22	06/01/2022	5,800.00	06/16/2022	100-413-322 Prof Serv-Other	622
Total 8869:					5,800.00			
GERHARDT & BERRY CONSTRUCTION								
5064	GERHARDT & BERRY CONSTRUCTION	Pay #1	West Lift station project construction services	06/09/2022	106,651.20		520-166100 Construction In Progress	622
Total 5064:					106,651.20			
GRAINGER								
252	GRAINGER	9341864800	scrub brushes gloves	06/10/2022	136.81	06/16/2022	100-575-616 Safety Supplies	622
Total 252:					136.81			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2256197	hot mix	06/15/2022	723.85		100-475-600 General Supplies	622
Total 64:					723.85			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	563853914	Telecommunications	06/01/2022	182.39	06/09/2022	100-417-530 Communications (Internet,Cell)	622
Total 8838:					182.39			
HACH COMPANY								
406	HACH COMPANY	13099135	Turbidimeter Cleaning modules	06/16/2022	2,184.36		510-166100 Construction In Progress	622
Total 406:					2,184.36			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	110947	Service Labor	05/20/2022	145.00	06/16/2022	100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	110948	Service Labor	05/20/2022	145.00	06/16/2022	100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	110962	Service Labor	05/31/2022	145.00		100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	110964	Service Labor	05/31/2022	145.00		100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	110980	Service Labor	06/13/2022	145.00		100-605-322 Prof Serv-Other	622
70	HANNEMAN SERVICE	110983	Service Labor	06/12/2022	145.00		100-605-322 Prof Serv-Other	622
70	HANNEMAN SERVICE	110984	Service Labor	06/12/2022	145.00		100-605-322 Prof Serv-Other	622
70	HANNEMAN SERVICE	110992	Service Labor	06/17/2022	145.00		100-605-322 Prof Serv-Other	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	12537	2007 Chevy Impala - Blue	05/20/2022	55.00	06/16/2022	100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	12538	2002 Ford Explorer - White NMNRA298	05/20/2022	55.00	06/16/2022	100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	12541	1997 Dodge Ram 1500 4x4 - Red	06/17/2022	55.00		100-605-322 Prof Serv-Other	622
70	HANNEMAN SERVICE	12592	1997 Jeep Grand Cherokee - Silver NV944D32	05/31/2022	55.00		100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	12593	1999 Chevrolet Suburban K1500	05/31/2022	55.00		100-605-322 Prof Serv-Other	522
70	HANNEMAN SERVICE	12597	1987 Chevy Camaro - White	06/13/2022	55.00		100-605-322 Prof Serv-Other	622
70	HANNEMAN SERVICE	12598	2005 Chevy Cavalier - Tan NV45D223	06/13/2022	55.00		100-605-322 Prof Serv-Other	622
70	HANNEMAN SERVICE	12599	1994 Toyota Camry XLE - Silver/Blue OR950EAH	06/12/2022	55.00		100-605-322 Prof Serv-Other	622
70	HANNEMAN SERVICE	12600	2000 Subaru Impreza Outback - Green NV663S69	06/12/2022	55.00		100-605-322 Prof Serv-Other	622
Total 70:					1,655.00			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	8838-1879406	welding rod for fleet	06/15/2022	105.10		100-480-610 AUTOMOTIVE SUPPLIES	622
Total 8630:					105.10			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	FC 10644	FINANCE CHARGE	06/01/2022	18.34	06/09/2022	100-575-600 General Supplies	622
Total 8487:					18.34			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-013	3721P GROUP HEALTH INSURANCE	07/01/2022	78,847.51		100-217000 HEALTH INSURANCE PAYABLE	722
Total 4842:					78,847.51			
IBEW Local 1245								
83	IBEW Local 1245	JUN 2022-2	UNION DUES, ONE HALF OF MONTH	06/17/2022	804.28	06/17/2022	100-219900 OTHER PAYROLL PAYABLES	622
Total 83:					804.28			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JUN 2022-2	FICA TAX PAYABLE, PAYROLL	06/17/2022	268.12	06/17/2022	100-211000 FICA PAYABLE	622
7879	INTERNAL REVENUE SERVICE	JUN 2022-2	MED TAX PAYABLE, PAYROLL	06/17/2022	5,163.58	06/17/2022	100-211000 FICA PAYABLE	622
7879	INTERNAL REVENUE SERVICE	JUN 2022-2	W/HOLD TAX PAYABLE, PAYROLL	06/17/2022	19,118.27	06/17/2022	100-212000 FEDERAL WITHHOLDING PAYAB	622
Total 7879:					24,549.97			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	TW74232-IN	bulk diesel for fleet	06/06/2022	5,174.12	06/16/2022	100-480-625 BULK DIESEL	622
4329	INTERSTATE OIL COMPANY	TW74318-IN	Bulk Diesel	06/14/2022	1,500.00		520-810-625 Bulk Diesel	622
4329	INTERSTATE OIL COMPANY	TW74318-IN	Bulk Diesel	06/14/2022	1,500.00		510-810-625 Bulk Diesel	622
4329	INTERSTATE OIL COMPANY	TW74318-IN	Bulk Diesel	06/14/2022	762.45		100-480-625 BULK DIESEL	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 4329:					8,936.57			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	22951956	monitoring service	06/01/2022	456.80	06/16/2022	100-417-420 Contract Services	622
8667	JOHNSON CONTROLS FIRE PROTECTION LP	41556731	fire protection	05/31/2022	2,738.79	06/16/2022	100-417-420 Contract Services	522
Total 8667:					3,195.59			
KALBACHER ASSOCIATES, LLC								
8888	KALBACHER ASSOCIATES, LLC	20220601	Prof Services Grant Serv Contract May 2022	06/01/2022	2,250.00	06/16/2022	100-413-322 Prof Serv-Other	622
Total 8888:					2,250.00			
KONICA MINOLTA BUSINESS								
3811	KONICA MINOLTA BUSINESS	76511380	CONTRACT 500-50118244	05/27/2022	559.66	06/21/2022	100-416-550 Printing and Postage	522
3811	KONICA MINOLTA BUSINESS	76511380	CONTRACT 500-50118244	05/27/2022	270.74	06/21/2022	510-810-550 Printing and Postage	522
3811	KONICA MINOLTA BUSINESS	76511380	CONTRACT 500-50118244	05/27/2022	270.74	06/21/2022	520-810-550 Printing and Postage	522
3811	KONICA MINOLTA BUSINESS	76511380	CONTRACT 500-50118244	05/27/2022	541.48	06/21/2022	100-417-550 Printing and Postage	522
3811	KONICA MINOLTA BUSINESS	76511380	CONTRACT 500-50118244	05/27/2022	541.48	06/21/2022	100-414-550 Printing and Postage	522
3811	KONICA MINOLTA BUSINESS	76511380	CONTRACT 500-50118244	05/27/2022	527.87	06/21/2022	100-425-550 Printing and Postage	522
3811	KONICA MINOLTA BUSINESS	76511380	CONTRACT 500-50118244	05/27/2022	541.48	06/21/2022	100-417-550 Printing and Postage	522
Total 3811:					3,253.45			
LAWSON PRODUCTS, INC								
2435	LAWSON PRODUCTS, INC	9309630197	broom for shop	06/06/2022	44.07	06/16/2022	100-480-610 AUTOMOTIVE SUPPLIES	622
Total 2435:					44.07			
LEMONS, GRUNDY & EISENBERG								
8835	LEMONS, GRUNDY & EISENBERG	59.9082 Statement #3	HR issue and recruitment	06/08/2022	3,370.00		100-414-310 Prof Serv-Legal	622
Total 8835:					3,370.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	02033	misc fence material N Canary pond	06/23/2022	162.56		100-475-600 General Supplies	622
7650	LOWES CREDIT SERVICES	1373	Irrigation Supplies	05/04/2022	87.09	06/16/2022	510-840-614 Plant/Shop/Maint. Supplies	522
7650	LOWES CREDIT SERVICES	17151	cleaning supplies	06/16/2022	31.73		100-417-612 Building Maintenance Supplies	622
7650	LOWES CREDIT SERVICES	17795	cleaning	06/10/2022	53.92	06/16/2022	100-417-612 Building Maintenance Supplies	622
7650	LOWES CREDIT SERVICES	1791	surge protectors	06/13/2022	93.90	06/16/2022	100-417-612 Building Maintenance Supplies	622
7650	LOWES CREDIT SERVICES	2050	Latex Gloves & Sealant	06/08/2022	47.16	06/16/2022	510-810-614 Supplies-Plant/Shop/Maint	622
7650	LOWES CREDIT SERVICES	2080	Loves Lift fittings	06/23/2022	26.36		520-810-614 Supplies-Plant/Shop/Maint	622
7650	LOWES CREDIT SERVICES	23141	Well 14 - Fittings for AC drain line repair	06/15/2022	57.98		510-810-614 Supplies-Plant/Shop/Maint	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	23429	PVC Parts	06/09/2022	39.89	06/16/2022	520-810-600 General Supplies	622
7650	LOWES CREDIT SERVICES	23583	Bolts	06/01/2022	3.74	06/16/2022	520-810-600 General Supplies	622
7650	LOWES CREDIT SERVICES	23733	Cooler Belt / Nitrile Gloves	06/03/2022	88.63	06/16/2022	510-810-614 Supplies-Plant/Shop/Maint	622
7650	LOWES CREDIT SERVICES	2885	misc.	06/07/2022	179.99	06/16/2022	100-475-600 General Supplies	622
Total 7650:					872.95			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	112230	Industrial and Resource rehab and reconstruction engineering	03/24/2022	2,746.50		100-475-745 RTC REIMBURSABLE EXPENDI	322
370	LUMOS & ASSOCIATES INC	112281	Cottonwood lane rehab/reconstruct	03/30/2022	5,790.50		100-475-745 RTC REIMBURSABLE EXPENDI	322
370	LUMOS & ASSOCIATES INC	112281	Cottonwood lane rehab/reconstruct	03/30/2022	900.00		520-166100 Construction In Progress	322
370	LUMOS & ASSOCIATES INC	113197	Storm Drain Master Plan	04/16/2022	4,947.00		100-475-320 Prof Serv-Engineering	422
Total 370:					14,384.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT May 22	Transient Lodging Tax	05/31/2022	3,236.83	06/16/2022	225-227010 TLT Payable to County	522
Total 106:					3,236.83			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	16223R	portable restroom	04/01/2022	394.32		100-575-420 Contract Services	422
8509	MARSHALL'S SEPTIC CARE	16618	portable restrooms	06/01/2022	113.33		100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16625	portable restrooms	06/01/2022	113.33		100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16220R	portable restroom	05/01/2022	108.33		100-575-420 Contract Services	522
8509	MARSHALL'S SEPTIC CARE	16221	portable restroom	04/01/2022	108.33		100-575-420 Contract Services	422
8509	MARSHALL'S SEPTIC CARE	16224R	portable restrooms	05/01/2022	394.32		100-575-420 Contract Services	522
8509	MARSHALL'S SEPTIC CARE	16617	portable restroom	06/01/2022	113.33		100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16620	portable restrooms	06/01/2022	514.65	06/16/2022	100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16623	portable restroom	06/01/2022	200.66	06/16/2022	100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16624	portable restrooms	06/01/2022	190.66	06/16/2022	100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16624R	portable restrooms	06/01/2022	10.00		100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16722	portable restrooms and weekend cleaning	06/02/2022	400.00		100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16783	portable restroom	06/01/2022	30.00	06/16/2022	100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16783R	portable restroom	06/01/2022	113.33	06/16/2022	100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16786	Portable Restroom Maintenance	06/08/2022	345.00	06/16/2022	100-575-420 Contract Services	622
8509	MARSHALL'S SEPTIC CARE	16795	Portable restroom repairs	06/09/2022	367.00	06/16/2022	100-575-420 Contract Services	622
Total 8509:					3,516.59			
MARTIN-ROSS AND ASSOCIATES LLC								
8892	MARTIN-ROSS AND ASSOCIATES LLC	15-8062	Ceil Channell Criminal Case	05/17/2022	153.00		100-425-322 Prof Serv-Other	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8892:					153.00			
MATCO TOOLS								
8529	MATCO TOOLS	116470	AIR IMPACT WRENCH AND RELAY BY PASS SET FOR FLE	06/03/2022	749.72	06/16/2022	100-480-600 GENERAL SUPPLIES/TOOLS	622
Total 8529:					749.72			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	JUN 2022	MUNICIPAL COURT JUDGE	06/30/2022	2,500.00		100-425-322 Prof Serv-Other	622
Total 8042:					2,500.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	JUL 2022	5952725 GROUP DENTAL INSURANCE	07/01/2022	9,617.67		100-217100 Dental Insurance Payable MetL	722
Total 5387:					9,617.67			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	10266703 EPP	REFUND EPP OVERPAYMENT	06/24/2022	209.77		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	10269314 EPP	REFUND EPP OVERPAYMENT	06/24/2022	301.20		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	10291505 EPP	REFUND EPP OVERPAYMENT	06/24/2022	593.96		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	11236201 EPP	REFUND EPP OVERPAYMENT	06/24/2022	264.97		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	11399701 EPP	REFUND EPP OVERPAYMENT	06/24/2022	193.01		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	11401301 EPP	REFUND EPP OVERPAYMENT	06/24/2022	224.56		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	11462905 EPP	REFUND EPP OVERPAYMENT	06/24/2022	124.98		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	13332408 EPP	REFUND EPP OVERPAYMENT	06/24/2022	593.20		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	13383701 EPP	REFUND EPP OVERPAYMENT	06/24/2022	274.44		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	13445903 EPP	REFUND EPP OVERPAYMENT	06/24/2022	332.88		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	13521203 EPP	REFUND EPP OVERPAYMENT	06/24/2022	238.74		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	13623102 EPP	REFUND EPP OVERPAYMENT	06/24/2022	352.32		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	13646312 EPP	REFUND EPP OVERPAYMENT	06/24/2022	215.60		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	14357901 EPP	REFUND EPP OVERPAYMENT	06/24/2022	143.06		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	14414604 EPP	REFUND EPP OVERPAYMENT	06/24/2022	153.35		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	14427802 EPP	REFUND EPP OVERPAYMENT	06/24/2022	172.38		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	14447310 EPP	REFUND EPP OVERPAYMENT	06/24/2022	141.23		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	14624403 EPP	REFUND EPP OVERPAYMENT	06/24/2022	201.44		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	15370506 EPP	REFUND EPP OVERPAYMENT	06/24/2022	225.41		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	16401010 EPP	REFUND EPP OVERPAYMENT	06/24/2022	244.24		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	16443403 EPP	REFUND EPP OVERPAYMENT	06/24/2022	175.35		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	16477302 EPP	REFUND EPP OVERPAYMENT	06/24/2022	273.60		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	16682002 EPP	REFUND EPP OVERPAYMENT	06/24/2022	210.94		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	17373101 EPP	REFUND EPP OVERPAYMENT	06/24/2022	176.20		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	17483602 EPP	REFUND EPP OVERPAYMENT	06/24/2022	332.19		010-115100 Cash Clearing-Utilities	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1111	MISCELLANEOUS ONE TIME VENDOR	17583002 EPP	REFUND EPP OVERPAYMENT	06/24/2022	165.84		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	17602107 EPP	REFUND EPP OVERPAYMENT	06/24/2022	225.78		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	17618307 EPP	REFUND EPP OVERPAYMENT	06/24/2022	204.00		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	18691802 EPP	REFUND EPP OVERPAYMENT	06/24/2022	450.20		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	19665502 EPP	REFUND EPP OVERPAYMENT	06/24/2022	230.17		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	19702502 EPP	REFUND EPP OVERPAYMENT	06/24/2022	242.84		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	20683202 EPP	REFUND EPP OVERPAYMENT	06/24/2022	241.76		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	20792004 EPP	REFUND EPP OVERPAYMENT	06/24/2022	482.17		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	3189201 EPP	REFUND EPP OVERPAYMENT	06/24/2022	132.54		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	3193209 EPP	REFUND EPP OVERPAYMENT	06/24/2022	135.40		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	4165901 EPP	REFUND EPP OVERPAYMENT	06/24/2022	251.86		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	4173307 EPP	REFUND EPP OVERPAYMENT	06/24/2022	166.15		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	5559202 EPP	REFUND EPP OVERPAYMENT	06/24/2022	217.04		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	5840002 EPP	REFUND EPP OVERPAYMENT	06/24/2022	137.86		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	5840102 EPP	REFUND EPP OVERPAYMENT	06/24/2022	153.91		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7250405 EPP	REFUND EPP OVERPAYMENT	06/24/2022	579.05		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7256501 EPP	REFUND EPP OVERPAYMENT	06/24/2022	527.68		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7338002 EPP	REFUND EPP OVERPAYMENT	06/24/2022	326.03		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7367002 EPP	REFUND EPP OVERPAYMENT	06/24/2022	716.21		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7407507 EPP	REFUND EPP OVERPAYMENT	06/24/2022	1,364.76		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7411007 EPP	REFUND EPP OVERPAYMENT	06/24/2022	236.91		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7518202 EPP	REFUND EPP OVERPAYMENT	06/24/2022	178.09		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7763002 EPP	REFUND EPP OVERPAYMENT	06/24/2022	134.72		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	7779188	BOOT COVERS; FENCE	06/10/2022	362.65		100-525-600 General Supplies	622
1111	MISCELLANEOUS ONE TIME VENDOR	7779188	RESPIRATORS; CART	06/10/2022	223.05		100-525-616 Safety Supplies	622
1111	MISCELLANEOUS ONE TIME VENDOR	8156901 EPP	REFUND EPP OVERPAYMENT	06/24/2022	319.63		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	8205301 EPP	REFUND EPP OVERPAYMENT	06/24/2022	509.32		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	8287906 EPP	REFUND EPP OVERPAYMENT	06/24/2022	165.20		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	870656589	TESHA; VET SVCS	06/01/2022	123.75	06/16/2022	100-525-322 Prof Serv-Other	622
1111	MISCELLANEOUS ONE TIME VENDOR	9228406 EPP	REFUND EPP OVERPAYMENT	06/24/2022	180.78		010-115100 Cash Clearing-Utilities	622
1111	MISCELLANEOUS ONE TIME VENDOR	CP 2019-012	RELEASE BOND; DONNER TRAILS PHASE 12A	06/09/2022	131,828.20	06/16/2022	100-228300 Customer Deposits/Bonds - Dev	622
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-019	RELEASE BOND; 1615 SUMMERWIND RD	06/16/2022	500.00		100-228300 Customer Deposits/Bonds - Dev	622
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-023	RELEASE BOND; 1478 JENNY'S LN	06/16/2022	500.00		100-228300 Customer Deposits/Bonds - Dev	622
1111	MISCELLANEOUS ONE TIME VENDOR	PE 7&8	PE-8 TACHERA; LN:0803737212	06/22/2022	500.00		100-475-745 RTC REIMBURSABLE EXPENDI	622
1111	MISCELLANEOUS ONE TIME VENDOR	PE 7&8	PE-7 VILLAGOMEZ; LN:0803755008	06/22/2022	500.00		100-475-745 RTC REIMBURSABLE EXPENDI	622

Total 1111:

149,582.57

MMS WEST

8588	MMS WEST	INV28751	SUPPLIES IN HOUSE BILLING	06/22/2022	1,542.71		510-810-550 Printing and Postage	622
8588	MMS WEST	INV28751	SUPPLIES IN HOUSE BILLING	06/22/2022	1,542.70		520-810-550 Printing and Postage	622

Total 8588:

3,085.41

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	140510	BUBBA BEAR #EB	06/01/2022	67.00		100-525-322 Prof Serv-Other	622
6660	MOFFITT ANIMAL CLINIC	140510	KALY #GB	06/01/2022	144.85		100-525-322 Prof Serv-Other	622
Total 6660:					211.85			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	78704265	Shop Supplies	06/06/2022	347.52	06/16/2022	510-810-614 Supplies-Plant/Shop/Maint	622
115	MSC INDUSTRIAL SUPPLY CO	81915525	Fire Hydrant Paint	06/14/2022	544.80		510-810-614 Supplies-Plant/Shop/Maint	622
Total 115:					892.32			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	372464	backhoe parts for W/W	06/06/2022	35.06	06/16/2022	520-810-610 Supplies-Automotive	622
58	NAPA AUTO & TRUCK PARTS	372498	Diesel fuel additive	06/07/2022	21.99	06/16/2022	510-810-610 Automotive Supplies	622
Total 58:					57.05			
NATIONAL BAND AND TAG CO								
4085	NATIONAL BAND AND TAG CO	130228	WIDE HEART; DATED 8/2021	06/28/2022	61.80		100-525-600 General Supplies	622
Total 4085:					61.80			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT May 22	Transient Lodging Tax	05/31/2022	1,942.10	06/16/2022	225-227015 TLT Payable to State	522
Total 6378:					1,942.10			
NEVADA DIVISION OF STATE LANDS								
120	NEVADA DIVISION OF STATE LANDS	JUN 2022	LAWS RELATED TO PLANNING; 3 COPIES	06/17/2022	90.00		100-610-640 Books and Periodicals	622
Total 120:					90.00			
NEVADA LEAGUE OF CITIES AND								
123	NEVADA LEAGUE OF CITIES AND	1008	NV Leagues of Cities	07/01/2022	7,500.00		100-413-580 Training	722
Total 123:					7,500.00			
NEVADA MUNI CLERKS ASSOCIATION								
267	NEVADA MUNI CLERKS ASSOCIATION	1	Class K Swanson & B Gosser	06/08/2022	100.00	06/16/2022	100-416-580 Training	622
Total 267:					100.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
NEVADA SEAL & PUMP									
4339	NEVADA SEAL & PUMP	NSP4930	Repairs and Maintenance	06/07/2022	894.00	06/16/2022	510-810-430	Repairs & Maintenance	622
Total 4339:					894.00				
NEVADA VETERAN'S COALITION									
8594	NEVADA VETERAN'S COALITION	R2 FY21/22	R2 FY21/22 Jan-Jun	06/28/2022	4,936.50		225-575-650	Grant Awards	622
Total 8594:					4,936.50				
NORTHERN NEVADA DEVELOPMENT AUTHORITY									
7796	NORTHERN NEVADA DEVELOPMENT AUTHORITY	NNDA-1553	NNDA Membership	07/01/2022	1,000.00		100-412-581	Dues and Memberships	722
Total 7796:					1,000.00				
NORTHERN NEVADA INTERNATIONAL CENTER									
8844	NORTHERN NEVADA INTERNATIONAL CENTER	6453	ASL - Russell Davis 22TR00048/Veacheslav Bevziuc 21TR02	05/19/2022	600.00		100-425-330	PROF SERV-INTERPRETER	522
Total 8844:					600.00				
NORTHWEST AUTOMOTIVE PRODUCT SALES									
8701	NORTHWEST AUTOMOTIVE PRODUCT SALES	11836	brake service kits	05/10/2022	77.70	06/16/2022	100-480-610	AUTOMOTIVE SUPPLIES	522
Total 8701:					77.70				
NOVIKOVA, MARINA									
8895	NOVIKOVA, MARINA	2	Russian 21TR02203	06/06/2022	150.00	06/16/2022	100-425-330	PROF SERV-INTERPRETER	622
Total 8895:					150.00				
NSB - BANKCARD CENTER									
8649	NSB - BANKCARD CENTER	MAY 2022	STAMPLI; APR 2022	05/31/2022	1,034.00	06/10/2022	100-418-342	Tech Services-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	ZOOM; FMC ANNUAL	05/31/2022	496.27	06/10/2022	100-425-322	Prof Serv-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	NVCMA CONF REG; P MARSH	05/31/2022	395.00	06/10/2022	100-413-580	Training	522
8649	NSB - BANKCARD CENTER	MAY 2022	ICMA; MEMBERSHIP P MARSH	05/31/2022	920.00	06/10/2022	100-413-581	Dues and Memberships	522
8649	NSB - BANKCARD CENTER	MAY 2022	SUPERIOR PRESS; AP/PR CFHECKS	05/31/2022	234.95	06/10/2022	510-810-600	General Supplies	522
8649	NSB - BANKCARD CENTER	MAY 2022	SUPERIOR PRESS; AP/PR CFHECKS	05/31/2022	234.95	06/10/2022	520-810-600	General Supplies	522
8649	NSB - BANKCARD CENTER	MAY 2022	ZOOM; P MARSH	05/31/2022	136.34	06/10/2022	100-418-342	Tech Services-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	CLAYTON CONTROLS; MF PNUEMATIC PARTS	05/31/2022	688.85	06/10/2022	510-840-430	Service-Repair and Maintenance	522
8649	NSB - BANKCARD CENTER	MAY 2022	ZOOM; CLOUD STORAGE	05/31/2022	100.00	06/10/2022	100-425-322	Prof Serv-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	NEST; SUPPLIES MAIN STREET POKER WALK 6/10	05/31/2022	80.22	06/10/2022	100-412-650	Community Support	522
8649	NSB - BANKCARD CENTER	MAY 2022	SONIC; ICE FOR MURALS FESTIVAL 5/19-22	05/31/2022	34.73	06/10/2022	100-412-650	Community Support	522
8649	NSB - BANKCARD CENTER	MAY 2022	WALMART; PLATES/UTENSILS CMO LUNCHEON	05/31/2022	15.52	06/10/2022	100-412-586	Employee Recognition	522
8649	NSB - BANKCARD CENTER	MAY 2022	ZOOM; MONTHLY CMO	05/31/2022	140.00	06/10/2022	100-418-342	Tech Services-Other	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	MAY 2022	CHARTER COMM; 179919050622; MAY 2022	05/31/2022	1,330.84	06/10/2022	100-417-530 Communications (Internet,Cell)	522
8649	NSB - BANKCARD CENTER	MAY 2022	CHARTER COMM; 179901050622; MAY 2022	05/31/2022	380.84	06/10/2022	100-417-530 Communications (Internet,Cell)	522
8649	NSB - BANKCARD CENTER	MAY 2022	ZOOM; P MARSH	05/31/2022	627.62	06/10/2022	100-418-342 Tech Services-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	WALMART; SR ADV ICECREAM SOCIAL 5/12	05/31/2022	49.35	06/10/2022	100-412-650 Community Support	522
8649	NSB - BANKCARD CENTER	MAY 2022	CHARTER COMM; 304798042822; MAY 2022	05/31/2022	129.98	06/10/2022	100-417-530 Communications (Internet,Cell)	522
8649	NSB - BANKCARD CENTER	MAY 2022	IMLA; 2022 ANN'L CONF; JENSEN/MOURITSEN	05/31/2022	600.00	06/10/2022	100-414-581 Dues and Memberships	522
8649	NSB - BANKCARD CENTER	MAY 2022	NV ENVIRON PROT; PESTICIDE PERMIT	05/31/2022	196.45	06/10/2022	520-810-642 Permits and Licenses	522
8649	NSB - BANKCARD CENTER	MAY 2022	NV ENVIRON PROT; PERMIT #NS008001	05/31/2022	7,858.00	06/10/2022	520-810-642 Permits and Licenses	522
8649	NSB - BANKCARD CENTER	MAY 2022	PARK CATALOG; BLEACHERS	05/31/2022	4,458.00	06/10/2022	100-575-600 General Supplies	522
8649	NSB - BANKCARD CENTER	MAY 2022	FLEETCON 2022 CONF; K HUHTALA	05/31/2022	124.85	06/10/2022	100-417-580 Training	522
8649	NSB - BANKCARD CENTER	MAY 2022	RALEY'S; GREEN VALLEY PUBLIC OUTREACH	05/31/2022	54.40	06/10/2022	230-575-730 Improve other than Buildings	522
8649	NSB - BANKCARD CENTER	MAY 2022	SPARKS BLACK RIFLE; VEST FOR MARSHAL	05/31/2022	1,220.00	06/10/2022	100-425-322 Prof Serv-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	SONIC WALL; IT SECURTIY GATEWAY	05/31/2022	2,448.60	06/10/2022	100-418-342 Tech Services-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	AMAZON; LAPTOP SLEEVES (3)	05/31/2022	47.97	06/10/2022	510-840-601 Office Supplies	522
8649	NSB - BANKCARD CENTER	MAY 2022	ACTION TARGETS; TARGETS FOR MARSHAL QUALIFICAT	05/31/2022	9.47	06/10/2022	100-425-322 Prof Serv-Other	522
8649	NSB - BANKCARD CENTER	MAY 2022	APWA; NATIONAL PW WEEK POSTERS	05/31/2022	34.23	06/10/2022	100-417-540 Advertising	522
8649	NSB - BANKCARD CENTER	MAY 2022	FLEETCON 2022 CONF; K HUHTALA	05/31/2022	124.83	06/10/2022	510-840-580 Training	522
8649	NSB - BANKCARD CENTER	MAY 2022	FLEETCON 2022 CONF; K HUHTALA	05/31/2022	124.83	06/10/2022	520-810-580 Training	522
8649	NSB - BANKCARD CENTER	MAY 2022	FLEETCON 2022 CONF; K HUHTALA	05/31/2022	124.83	06/10/2022	510-810-580 Training	522
8649	NSB - BANKCARD CENTER	MAY 2022	FLEETCON 2022 CONF; K HUHTALA	05/31/2022	124.83	06/10/2022	100-575-580 Training	522
8649	NSB - BANKCARD CENTER	MAY 2022	FLEETCON 2022 CONF; K HUHTALA	05/31/2022	124.83	06/10/2022	100-475-580 Training	522
8649	NSB - BANKCARD CENTER	MAY 2022	SUPERIOR PRESS; AP/PR CFHECKS	05/31/2022	234.94	06/10/2022	100-415-600 General Supplies	522
8649	NSB - BANKCARD CENTER	MAY 2022	APWA; NATIONAL PW WEEK POSTERS	05/31/2022	34.25	06/10/2022	510-840-540 Advertising	522
8649	NSB - BANKCARD CENTER	MAY 2022	APWA; NATIONAL PW WEEK POSTERS	05/31/2022	34.23	06/10/2022	520-810-540 Advertising	522
8649	NSB - BANKCARD CENTER	MAY 2022	APWA; NATIONAL PW WEEK POSTERS	05/31/2022	34.23	06/10/2022	510-810-540 Advertising	522
8649	NSB - BANKCARD CENTER	MAY 2022	APWA; NATIONAL PW WEEK POSTERS	05/31/2022	34.23	06/10/2022	100-575-540 Advertising	522
8649	NSB - BANKCARD CENTER	MAY 2022	APWA; NATIONAL PW WEEK POSTERS	05/31/2022	34.23	06/10/2022	100-475-540 Advertising	522
Total 8649:					25,111.69			

NV ENERGY

167	NV ENERGY	13050 JUN 22	48768103613050 ACH	06/09/2022	2,153.52	06/27/2022	100-417-622 Electricity	622
167	NV ENERGY	13818 MAY 22	34596405113818 ACH	05/27/2022	42.37	06/15/2022	100-475-622 Electricity	522
167	NV ENERGY	13924 MAY 22	48768108113924 ACH	05/27/2022	33.28	06/15/2022	100-575-622 Electricity	522
167	NV ENERGY	14319 MAY 22	34596405214319 ACH	06/09/2022	37.86	06/27/2022	100-575-622 Electricity	622
167	NV ENERGY	26093 JUN 22	34596402626093 ACH	06/07/2022	1,340.81	06/23/2022	100-575-622 Electricity	622
167	NV ENERGY	26100 JUN 22	34596502626100 ACH	06/07/2022	24,841.27	06/07/2022	510-810-622 Electricity	622
167	NV ENERGY	26100 JUN 22	34596502626100 ACH	06/07/2022	37.73	06/07/2022	520-810-622 Electricity	622
167	NV ENERGY	26445 MAY 22	34596505226445 ACH	05/26/2022	7,012.91	06/13/2022	510-840-622 Electricity	522
167	NV ENERGY	28458 MAY 22	34596505228458 ACH	05/26/2022	16,478.34	06/13/2022	510-840-622 Electricity	522
167	NV ENERGY	29499 MAY 22	13677906929499 ACH	05/31/2022	57.80	06/17/2022	100-475-622 Electricity	522
167	NV ENERGY	30672 MAY 22	213677908230672 ACH	05/27/2022	39.97	06/15/2022	100-575-622 Electricity	522
167	NV ENERGY	34991 MAY 22	34596407734991 ACH	06/10/2022	33.28	06/28/2022	510-810-622 Electricity	622
167	NV ENERGY	37594 MAY 22	80865904937594 ACH	06/10/2022	33.60	06/28/2022	100-475-622 Electricity	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	41110 JUN 22	82190403641110 ACH	06/07/2022	38.67	06/23/2022	520-810-622 Electricity	622
167	NV ENERGY	42683 JUN 22	82190404842683 ACH	06/07/2022	7,273.12	06/07/2022	520-810-622 Electricity	622
167	NV ENERGY	42683 JUN 22	82190404842683 ACH	06/07/2022	56.64	06/07/2022	100-475-622 Electricity	622
167	NV ENERGY	42683 JUN 22	82190404842683 ACH	06/07/2022	307.53	06/07/2022	510-810-622 Electricity	622
167	NV ENERGY	42683 JUN 22	82190404842683 ACH	06/07/2022	157.23	06/07/2022	100-575-622 Electricity	622
167	NV ENERGY	65197 MAY 22	34596407565197 ACH	06/09/2022	33.28	06/27/2022	510-810-622 Electricity	622
167	NV ENERGY	67463 JUN 22	34596404867463 ACH	06/10/2022	86.86	06/28/2022	100-575-622 Electricity	622
167	NV ENERGY	71493 MAY 22	271223607571493 ACH	05/27/2022	39.23	06/15/2022	100-475-622 Electricity	522
167	NV ENERGY	84389 JUN 22	34596503684389 ACH	06/09/2022	171.69	06/27/2022	100-417-622 Electricity	622
167	NV ENERGY	97731 MAY 22	213677908197731 ACH	05/27/2022	40.82	06/15/2022	100-575-622 Electricity	522
167	NV ENERGY	97899 JUN 22	80865904797899 ACH	06/07/2022	15,661.85	06/23/2022	100-475-622 Electricity	622
167	NV ENERGY	98954 JUN 22	82190405098954 ACH	06/07/2022	2,679.00	06/23/2022	520-810-622 Electricity	622
Total 167:					78,688.66			
2349	NV ENERGY	3009184392	MATERIAL & INSTALLATION WEST LIFT ST; 3009184392	07/01/2022	16,553.00		520-166100 Construction In Progress	722
Total 2349:					16,553.00			
OFFICE DEPOT								
133	OFFICE DEPOT	243649485001	Toner for admin	06/03/2022	138.23	06/16/2022	100-575-601 Office Supplies	622
133	OFFICE DEPOT	243649485001	Toner for admin	06/03/2022	92.16	06/16/2022	100-417-601 OFFICE SUPPLIES	622
133	OFFICE DEPOT	243649485001	Toner for admin	06/03/2022	92.16	06/16/2022	510-840-601 Office Supplies	622
133	OFFICE DEPOT	243649485001	Toner for admin	06/03/2022	184.31	06/16/2022	520-810-601 Office Supplies	622
133	OFFICE DEPOT	243649485001	Toner for admin	06/03/2022	184.31	06/16/2022	510-810-601 Office Supplies	622
133	OFFICE DEPOT	243649485001	Toner for admin	06/03/2022	230.39	06/16/2022	100-475-601 Supplies-Office	622
133	OFFICE DEPOT	245338982001	Headset, pens, notes	06/07/2022	32.28	06/16/2022	100-413-600 General Supplies	622
133	OFFICE DEPOT	245338982001	Headset, pens	06/07/2022	17.66	06/16/2022	100-610-601 Office Supplies	622
133	OFFICE DEPOT	245338982001	USB, Toner	06/07/2022	133.77	06/16/2022	100-525-601 Office Supplies	622
133	OFFICE DEPOT	245338982001	Note pad	06/07/2022	17.49	06/16/2022	100-412-600 General Supplies	622
133	OFFICE DEPOT	245339016001	Labels	06/07/2022	19.29	06/16/2022	100-525-600 General Supplies	622
133	OFFICE DEPOT	245339049001	Labels	06/07/2022	32.59	06/16/2022	100-525-600 General Supplies	622
133	OFFICE DEPOT	245339059001	Labels	06/07/2022	6.46	06/16/2022	100-413-600 General Supplies	622
133	OFFICE DEPOT	246318641001	Kanguru DVD Duplicator 1 to 3	06/01/2022	499.39	06/16/2022	100-414-600 General Supplies	622
133	OFFICE DEPOT	246387318001	Original file cabinet, was damaged	06/01/2022	748.01		100-414-600 General Supplies	622
133	OFFICE DEPOT	247130398001	CMO General Supplies	05/31/2022	126.56	06/16/2022	100-413-600 General Supplies	522
133	OFFICE DEPOT	247873894001	Supply Order After Audit	06/07/2022	727.31	06/16/2022	100-425-600 General Supplies	622
133	OFFICE DEPOT	247878967001	Supply Order After Audit	06/07/2022	18.29	06/16/2022	100-425-600 General Supplies	622
133	OFFICE DEPOT	247878968001	Supply Order After Audit	06/07/2022	16.40	06/16/2022	100-425-600 General Supplies	622
133	OFFICE DEPOT	249228052001	credit of damaged file cabinet	06/15/2022	668.02-		100-414-600 General Supplies	622
133	OFFICE DEPOT	249336813001	OFFICE SUPPLIES	06/09/2022	26.78		510-810-601 Office Supplies	622
133	OFFICE DEPOT	249336813001	OFFICE SUPPLIES	06/09/2022	26.78		520-810-601 Office Supplies	622
133	OFFICE DEPOT	249337134001	Utility Department office supplies	06/08/2022	70.92	06/16/2022	510-810-601 Office Supplies	622
133	OFFICE DEPOT	249337134001	Utility Department office supplies	06/08/2022	70.92	06/16/2022	520-810-601 Office Supplies	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	249337135001	Utility Department office supplies	06/08/2022	3.50	06/16/2022	510-810-601 Office Supplies	622
133	OFFICE DEPOT	249337135001	Utility Department office supplies	06/08/2022	3.49	06/16/2022	520-810-601 Office Supplies	622
Total 133:					2,851.43			
OLYMPUS AND ASSOCIATES, INC.								
3648	OLYMPUS AND ASSOCIATES, INC.	Pay Request 1	Sage Tank Recoat Construction Services	06/21/2022	249,333.23		510-166100 Construction In Progress	622
3648	OLYMPUS AND ASSOCIATES, INC.	Pay request 2	Sage tank recoat construction services	06/21/2022	204,193.50		510-166100 Construction In Progress	622
Total 3648:					453,526.73			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-198497	window regulator for W/T escape	06/02/2022	42.23	06/16/2022	510-840-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-198577	coil for lift station	06/03/2022	24.79	06/16/2022	520-810-430 Service-Repair and Maintenance	622
6230	O'REILLY AUTO PARTS	3599-199422	BLOWER MOTOR FOR 1002	06/09/2022	114.46	06/16/2022	510-810-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-199434	AIR FILTERS FOR PARKS	06/09/2022	43.50	06/16/2022	100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200064	parts for 3003	06/14/2022	46.82		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200066	credit	06/14/2022	46.82-		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200067	parts for 3003	06/14/2022	44.95		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200149	parts for 3003	06/15/2022	10.57		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200325	a/c parts for 3003	06/16/2022	36.99		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200330	A/C kit for streets	06/16/2022	23.70		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200332	seal kit	06/16/2022	18.30		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200336	a/c parts for 3003	06/16/2022	133.20		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200361	a/c parts for3003	06/16/2022	36.92		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200364	credit	06/16/2022	133.20-		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200965	pag oil for streets	06/21/2022	34.35		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200966	A/C kit for W/D 1008	06/21/2022	23.70		510-810-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-200967	pull cord for streets hot pot	06/21/2022	98.99		100-475-430 Service-Repair and Maintenance	622
6230	O'REILLY AUTO PARTS	3599-200968	repair parts for 9002	06/21/2022	66.50		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-201003	shocks for 9002	06/21/2022	221.84		100-475-610 Automotive Supplies	622
6230	O'REILLY AUTO PARTS	3599-201186	a/c FILTER FOR 2008	06/22/2022	14.94		520-810-610 Supplies-Automotive	622
Total 6230:					856.73			
OTIS ELEVATOR COMPANY								
5011	OTIS ELEVATOR COMPANY	100400830350	elevator contract	07/01/2022	464.76		100-417-420 Contract Services	722
Total 5011:					464.76			
OUTREACH SMARTPHONE MONITORING LLC								
8827	OUTREACH SMARTPHONE MONITORING LLC	5119	5 OSM Machines	06/07/2022	503.22		100-425-341 Pretrial Services Program	622
8827	OUTREACH SMARTPHONE MONITORING LLC	5121	4 OSM Machines	06/14/2022	405.36		100-425-341 Pretrial Services Program	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 8827:					908.58				
PACIFIC STORAGE COMPANY									
8876	PACIFIC STORAGE COMPANY	5096015	Document Shredding	02/16/2022	66.00	06/09/2022	100-416-420	Contract Services	222
8876	PACIFIC STORAGE COMPANY	5104054	Shredding Services	04/13/2022	66.00	06/09/2022	100-416-420	Contract Services	422
8876	PACIFIC STORAGE COMPANY	5111298	Document Shredding	06/02/2022	66.00	06/09/2022	100-416-420	Contract Services	622
Total 8876:					198.00				
PUBLIC EMPLOYEES RETIREMENT SYSTEM									
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	MAY 2022	#621 RETIREMENT CONTRIBUTIONS	05/31/2022	109,480.97	06/14/2022	100-216000	RETIREMENT PAYABLE	522
Total 144:					109,480.97				
PURCELL TIRE CO									
38	PURCELL TIRE CO	26146658	tires for W/W 2005	06/22/2022	1,131.00		520-810-610	Supplies-Automotive	622
Total 38:					1,131.00				
PURCHASE POWER									
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - WATER	06/03/2022	96.23	06/30/2022	510-810-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - PLANNING	06/03/2022	113.78	06/30/2022	100-610-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - BUILDING	06/03/2022	4.17	06/30/2022	100-605-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - COURT	06/03/2022	129.36	06/30/2022	100-425-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - CITY MANAGER	06/03/2022	16.33	06/30/2022	100-413-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - CLERK	06/03/2022	1,610.25	06/30/2022	100-416-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - FINANCE	06/03/2022	126.40	06/30/2022	100-415-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - PARKS	06/03/2022	1.43	06/30/2022	100-525-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - ANIMAL CONTROL	06/03/2022	13.41	06/30/2022	100-525-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - CITY ATTORNEY	06/03/2022	14.67	06/30/2022	100-414-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - SEWER	06/03/2022	6.70	06/30/2022	520-810-550	Printing and Postage	622
3155	PURCHASE POWER	69812 JUN 22	POSTAGE - TLT	06/03/2022	1.30	06/30/2022	225-575-550	Printing & Postage	622
Total 3155:					2,134.03				
QUADIENT LEASING USA, INC.									
8737	QUADIENT LEASING USA, INC.	59326555	Billing Equipment Maintenance	06/05/2022	112.86	06/16/2022	510-810-441	Rental	622
8737	QUADIENT LEASING USA, INC.	59326555	Billing Equipment Maintenance	06/05/2022	112.87	06/16/2022	520-810-441	Rental	622
Total 8737:					225.73				
RELIANT ELECTRIC, LLC									
4934	RELIANT ELECTRIC, LLC	22157-1	Replace pump feeder	05/16/2022	1,149.15	06/16/2022	510-810-428	Contract Services-ELECTRICAL	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
4934	RELIANT ELECTRIC, LLC	22176-1	Well Conductor replacement	05/27/2022	464.20	06/16/2022	510-810-428	Contract Services-ELECTRICAL	522
Total 4934:					1,613.35				
RENOWN HEALTH									
190	RENOWN HEALTH	853358	MRN: 4838872 Kelley	06/06/2022	65.00		100-575-322	Prof Serv-Other	622
190	RENOWN HEALTH	853358	MRN: 4691578 Marks	06/06/2022	40.00		100-475-322	Prof Serv-Other	622
190	RENOWN HEALTH	853358	MRN: 3135089 Chavez-Acosta	06/06/2022	25.00		100-475-322	Prof Serv-Other	622
190	RENOWN HEALTH	853358	MRN: 0608265 Hall	06/06/2022	25.00		100-575-322	Prof Serv-Other	622
190	RENOWN HEALTH	853358	MRN: 3058913 Skvarna	06/06/2022	25.00		510-840-322	Prof Serv-Other	622
190	RENOWN HEALTH	853358	MRN: 0668098 Salgado	06/06/2022	25.00		510-810-322	Prof Serv-Other	622
Total 190:					205.00				
RESOURCE CONCEPTS									
8602	RESOURCE CONCEPTS	22-902	Water Rights Engineering Services	05/26/2022	4,341.00	06/16/2022	510-810-698	Water Rights Protection	522
Total 8602:					4,341.00				
RICE, CHAD									
8893	RICE, CHAD	JUN 2022	PAINT SIGNAL BOX; FINAL PAYMENT	06/08/2022	300.00	06/16/2022	100-413-322	Prof Serv-Other	622
Total 8893:					300.00				
SAN JOAQUIN DEPT CHILD SUPPORT									
3087	SAN JOAQUIN DEPT CHILD SUPPORT	JUL 2022-1	CHILD SUPPORT WITHHELD	07/01/2022	57.69		100-219900	OTHER PAYROLL PAYABLES	722
3087	SAN JOAQUIN DEPT CHILD SUPPORT	JUN 2022-2	CHILD SUPPORT WITHHELD	06/17/2022	57.69	06/16/2022	100-219900	OTHER PAYROLL PAYABLES	622
Total 3087:					115.38				
SECTRAN SECURITY, INC.									
8629	SECTRAN SECURITY, INC.	22060494	ARMORED SERVICE - GF	06/09/2022	162.95		100-415-322	Prof Serv-Other	622
8629	SECTRAN SECURITY, INC.	22060494	ARMORED SERVICE - SEWER	06/09/2022	162.93		520-810-342	Tech Services-Other	622
8629	SECTRAN SECURITY, INC.	22060494	ARMORED SERVICE - WATER	06/09/2022	162.93		510-810-342	Tech Services-Other	622
Total 8629:					488.81				
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL									
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	Inv 04	Truckee Canal Water Sampling	06/06/2022	2,846.80	06/16/2022	510-810-320	Prof Serv-Engineering	622
Total 8884:					2,846.80				
SHAW ENGINEERING									
1897	SHAW ENGINEERING	183587	Farm District road lift station rehab phase 2	05/31/2022	3,793.40		520-166100	Construction In Progress	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1897	SHAW ENGINEERING	183590	On call development review services - Mark 4 Building D2 ad	05/31/2022	1,100.00		100-529-320 Prof Serv-Engineering	522
1897	SHAW ENGINEERING	183606	West Lift station project engineering services	05/31/2022	2,230.00		520-166100 Construction In Progress	522
1897	SHAW ENGINEERING	183622	Sage tank recoat engineering services	05/31/2022	3,840.00		510-166100 Construction In Progress	522
1897	SHAW ENGINEERING	183640	On call development review services for Fernley high school g	05/31/2022	1,700.00		100-529-320 Prof Serv-Engineering	522
1897	SHAW ENGINEERING	183641	On call engineering review services - Sherwood and Fernwoo	05/31/2022	2,500.00		100-529-320 Prof Serv-Engineering	522
1897	SHAW ENGINEERING	183643	On call development review NV Commerce grading permit	05/31/2022	5,600.00		100-529-320 Prof Serv-Engineering	522
1897	SHAW ENGINEERING	183644	On call development review services Mark 4 Building D-2 gra	05/31/2022	4,200.00		100-529-320 Prof Serv-Engineering	522
1897	SHAW ENGINEERING	183663	COF Main Street Park Irrigation install	05/31/2022	1,650.00		100-575-320 Prof Serv-Engineering	522
Total 1897:					26,613.40			
SIERRA NEVADA CONSTRUCTION INC								
287	SIERRA NEVADA CONSTRUCTION INC	Pay #1	Construction services for annual pavement maintenance proje	05/26/2022	518,740.45		100-475-430 Service-Repair and Maintenance	522
Total 287:					518,740.45			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	220471	E-One R & M	06/08/2022	10,871.79	06/16/2022	520-810-615 E-One R & M	622
Total 6530:					10,871.79			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201079079:01	A/C PARTS FOR STREETS DUMP TRUCK	06/16/2022	430.30		100-475-430 Service-Repair and Maintenance	622
265	SILVER STATE INTERNATIONAL TRUCKS	X201079559:01	radio for W/D truck	06/22/2022	252.91		510-810-610 Automotive Supplies	622
Total 265:					683.21			
SLWS								
8891	SLWS	81559	2022-2023 Ammo	06/23/2022	388.22		100-425-322 Prof Serv-Other	622
Total 8891:					388.22			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	52212310	hammer set	03/16/2022	90.77	06/09/2022	100-480-610 AUTOMOTIVE SUPPLIES	322
Total 8735:					90.77			
SONSRAY MACHINERY LLC								
7773	SONSRAY MACHINERY LLC	PSO025035-1	SIDE GLASS FOR LOADER	06/09/2022	283.19	06/16/2022	100-475-430 Service-Repair and Maintenance	622
7773	SONSRAY MACHINERY LLC	PSO026695-1	seal for loader	06/14/2022	20.93		100-475-430 Service-Repair and Maintenance	622
Total 7773:					304.12			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 JUN 22	910000818971 ACH	06/16/2022	30.24	07/05/2022	520-810-621 Natural Gas	622
204	SOUTHWEST GAS CORP	33096 MAY 22	910001133096 ACH	05/26/2022	186.35	06/14/2022	510-810-621 Natural Gas	522
204	SOUTHWEST GAS CORP	33438 JUN 22	910001133438 ACH	05/23/2022	619.23	06/13/2022	100-417-621 Natural Gas	522
204	SOUTHWEST GAS CORP	86744 JUN 22	910001086744 WTP	06/13/2022	795.62	07/05/2022	510-840-621 Natural Gas	622
Total 204:					1,631.44			
SPARKS ELECTRIC MOTOR REPAIR								
1291	SPARKS ELECTRIC MOTOR REPAIR	19438	NaOH Metering Pump Motor	06/21/2022	645.70		510-840-605 Minor Equipment	622
Total 1291:					645.70			
STAPLES CREDIT PLAN								
279	STAPLES CREDIT PLAN	8066647875	Office Supplies	06/21/2022	377.17		100-605-601 Office Supplies	622
Total 279:					377.17			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUL 2022-1	CHILD SUPPORT	07/01/2022	324.46		100-219900 OTHER PAYROLL PAYABLES	722
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUN 2022-2	CHILD SUPPORT	06/17/2022	324.46	06/16/2022	100-219900 OTHER PAYROLL PAYABLES	622
Total 176:					648.92			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	16104	Water Right Contract FY21/22	05/31/2022	17,479.59		510-810-698 Water Rights Protection	522
Total 3275:					17,479.59			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2022250104447	Ferric Chloride	06/23/2022	14,174.43		510-840-617 Chemicals	622
8646	THATCHER COMPANY, INC.	2022400105603	Bulk Sodium Hypochlorite - Well 13	06/21/2022	728.75		510-810-617 Supplies-Chemical	622
8646	THATCHER COMPANY, INC.	2022400105604	Bulk Sodium Hypochlorite - Well 14	06/21/2022	728.75		510-840-617 Chemicals	622
Total 8646:					15,631.93			
TWISTED STEEL								
8822	TWISTED STEEL	1273	Metal trout for Poker Walk 6/10	06/08/2022	300.00	06/16/2022	100-412-650 Community Support	622
Total 8822:					300.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	JUL 2022	PREPAID IN-HOUSE POSTAGE	07/01/2022	1,500.00		520-810-550 Printing and Postage	722
7344	U S POSTAL SERVICE	JUL 2022	PREPAID IN-HOUSE POSTAGE	07/01/2022	1,500.00		510-810-550 Printing and Postage	722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7344:					3,000.00			
ULTIMATE AIR, LLC								
8575	ULTIMATE AIR, LLC	5859	Ac maintenance.	06/17/2022	193.00		100-417-424 Contract Services-HVAC	622
Total 8575:					193.00			
USA BLUEBOOK								
464	USA BLUEBOOK	17029	CL2 Test Dispensers	06/17/2022	172.91		510-810-614 Supplies-Plant/Shop/Maint	622
464	USA BLUEBOOK	21659	Hand Tools & Marking Whiskers	06/22/2022	385.89		510-810-614 Supplies-Plant/Shop/Maint	622
464	USA BLUEBOOK	950910	Supplies Plant Shop- Grundfos pump	04/19/2022	2,242.06	06/16/2022	510-810-614 Supplies-Plant/Shop/Maint	422
Total 464:					2,800.86			
VERDUNITY, INC								
8851	VERDUNITY, INC	095-02-05	CITYWIDE LAND USE FISCAL ANALYSIS AND IMPLEMENT	06/14/2022	10,500.00		100-610-322 Prof Serv-Other	622
Total 8851:					10,500.00			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9907722534	City Hall/Facilities	06/23/2022	609.57		100-417-530 Communications (Internet,Cell)	622
8495	VERIZON WIRELESS	9907722534	IT	06/23/2022	51.52		100-418-530 Communications (Internet,Cell)	622
8495	VERIZON WIRELESS	9907722534	Water Dist	06/23/2022	224.84		510-810-530 Communications	622
8495	VERIZON WIRELESS	9907722534	WTP	06/23/2022	497.66		510-840-530 Communications	622
8495	VERIZON WIRELESS	9907722534	WW	06/23/2022	246.09		520-810-530 Communications	622
8495	VERIZON WIRELESS	9907722534	WW Router	06/23/2022	91.53		520-810-530 Communications	622
8495	VERIZON WIRELESS	9907722534	Bldg & Safety	06/23/2022	279.63		100-417-530 Communications (Internet,Cell)	622
8495	VERIZON WIRELESS	9907722534	Council	06/23/2022	103.04		100-412-530 Communications (Internet,Cell)	622
8495	VERIZON WIRELESS	9907722534	CAO	06/23/2022	80.02		100-414-530 Communications (Internet,Cell)	622
8495	VERIZON WIRELESS	9907722534	CMO	06/23/2022	62.92		100-413-605 Minor Equipment	622
8495	VERIZON WIRELESS	9907817606	742052267-00001 Router775-294-1059	06/23/2022	40.01		520-810-530 Communications	622
Total 8495:					2,286.83			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	1981	SCADA System Maintenance & Firewall Protection	05/31/2022	1,207.35	06/16/2022	510-810-429 Contract Services-SCADA	522
8606	VERUS ASSOCIATES NEVADA, LLC	1982	SCADA Support	05/31/2022	89.72	06/16/2022	510-840-429 Contract Services-SCADA	522
8606	VERUS ASSOCIATES NEVADA, LLC	1983	SCADA Issues	05/31/2022	168.75	06/16/2022	520-810-429 Contract Services-SCADA	522
Total 8606:					1,465.82			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JUN 2022-2	DEFERRED COMPENSATION, 457	06/17/2022	2,229.00	06/17/2022	100-215000 457 PAYABLE	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8591	VOYA FINANCIAL	JUN 2022-2	ROTH IRA	06/17/2022	100.00	06/17/2022	100-215000 457 PAYABLE	622
Total 8591:					2,329.00			
WALTHER LAW OFFICES								
8875	WALTHER LAW OFFICES	JUL 2022	PUBLIC DEFENDER JUL 2022	07/01/2022	6,666.66		100-413-322 Prof Serv-Other	722
Total 8875:					6,666.66			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19161631	Sensus IPERL Water Meters	02/28/2022	3,926.88	06/16/2022	510-166100 Construction In Progress	222
195	WESTERN NEVADA SUPPLY CO.	19176449-1	Irrigation credit	03/08/2022	48.86	06/09/2022	100-417-600 General Supplies	322
195	WESTERN NEVADA SUPPLY CO.	19285552	sprinklers	05/19/2022	1,275.00	06/09/2022	100-575-600 General Supplies	522
195	WESTERN NEVADA SUPPLY CO.	19293691	Meter Replacement parts and supplies	06/07/2022	3,277.27	06/16/2022	510-166100 Construction In Progress	622
195	WESTERN NEVADA SUPPLY CO.	19293691-1	Binstock: Brass Fittings, Meter Setters	06/21/2022	154.50		510-810-613 Supplies-Meter Service	622
195	WESTERN NEVADA SUPPLY CO.	19316406	Binstock: Brass Fittings & Valves	06/20/2022	501.50		510-810-613 Supplies-Meter Service	622
195	WESTERN NEVADA SUPPLY CO.	19325603	1 1/2" OMNI Water Meters	06/15/2022	1,385.30		510-166100 Construction In Progress	622
195	WESTERN NEVADA SUPPLY CO.	19338342	Binstock: Gaskets & Repair Clamps	06/27/2022	182.73		510-810-613 Supplies-Meter Service	622
195	WESTERN NEVADA SUPPLY CO.	S288452	Service charge	04/29/2022	48.86	06/09/2022	100-417-600 General Supplies	422
Total 195:					10,703.18			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22040365	Compliance sampling	06/14/2022	1,200.00		510-840-423 Contract Services-ANALYTICAL	622
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050514	Monthly Coliform Sampling for Distribution System	05/31/2022	175.00	06/16/2022	510-810-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050764	New Construction Bacteria Testing	05/31/2022	17.50	06/16/2022	510-810-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050807	New Construction Bacteria testing	05/31/2022	17.50	06/16/2022	510-810-423 Contract Services-ANALYTICAL	522
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050870	Nelson Meadows - Coliform Sampling #1	06/14/2022	52.50		510-810-423 Contract Services-ANALYTICAL	622
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22050900	Nelson Meadows - Coliform Sampling #2	06/14/2022	52.50		510-810-423 Contract Services-ANALYTICAL	622
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22060154	June Coliform Sampling #1	06/15/2022	192.50		510-810-423 Contract Services-ANALYTICAL	622
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22060279	2450 Farm Dist Road - Coliform #1	06/15/2022	67.50		510-810-423 Contract Services-ANALYTICAL	622
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22060329	2450 Farm District Road - Coliform #2	06/15/2022	67.50		510-810-423 Contract Services-ANALYTICAL	622
Total 8709:					1,842.50			
WOLFE, PAUL R								
8702	WOLFE, PAUL R	JUN 2022	Conflict Public Defender	06/06/2022	1,400.00	06/16/2022	100-425-325 PROF SERV-CONFLICT COUNS	622
Total 8702:					1,400.00			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	158822	Federal Lands Conveyance - 8444014	05/31/2022	270.00		100-413-322 Prof Serv-Other	522

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 2454:					270.00				
WTR ELECTRIC, INC									
8650	WTR ELECTRIC, INC	22132	electrical supply's for GVP gazebos	06/09/2022	3,784.95	06/16/2022	100-575-428	Contract Services-ELECTRICAL	622
Total 8650:					3,784.95				
YESCO, LLC									
6806	YESCO, LLC	INV-0361129	OTP ball fields lights	04/28/2022	4,217.50	06/09/2022	100-575-428	Contract Services-ELECTRICAL	422
Total 6806:					4,217.50				
Grand Totals:					1,911,847.82				

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

**JOINT MEETING OF THE LYON COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE CITY OF FERNLEY**

TYPE OF MEETING: Canvass the Vote

The Honorable Board of Lyon County Commissioners and the City of Fernley met this day, Thursday, June 23, 2022, at 2:05 p.m. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Staff: District Attorney Steve Rye, Clerk Treasurer Nikki Bryan, and Community Development Director Andrew Haskin

Board of Commissioners Present: Wes Henderson and Dave Hockaday

Via Zoom: Ken Gray and Vida Keller

Absent: Rob Jacobson

City of Fernley Mayor and Councilman via Zoom: Mayor Roy Edgington, Ray Lacy, Felicity Zoberski, Stan Lau, Fran McKay, and Deputy City Attorney Aaron Mouritsen

Absent: Albert Torres

2. Pledge of Allegiance

3. Public Participation

There were none given.

4. For Possible Action: Review and adoption of agenda

Comm. Keller moved to approve the agenda as presented. Comm. Henderson seconded and the motion passed 8-0.

5. Other

5.a. For Possible Action: Approve to canvass the vote from the 2022 Primary Election, per NRS 293.387.

Clerk Treasurer Nikki Bryan reported the City of Fernley has joined the meeting as a joint meeting to canvass their election along with Lyon County. She reviewed the contents and process of the backup with the Board and believed its contents to be accurate.

Comm. Hockaday asked for clarification on the time casts percentages with the actual number. Nikki Bryan reviewed the voting process. Some voters may elect not to cast a vote for some candidates on the ballot and the numbers would reflect how many voted to how many voted for that section.

Comm. Keller moved to canvass the vote from the 2022 Primary Election, per NRS 293.387.

Comm. Hockaday seconded.

Comm. Gray asked for public participation.

Public Participation

Dana Uhlhorn gave his concern of the procedures at the DMV and the effects of the voters who are registered as an independent and not being eligible to vote in the Primary Election.

Nikki Bryan commented there was a change at the DMV to help mitigate the issue. The DMV will keep the same voter registration as before unless it selected to change. She also reviewed the opportunities the voters have to change their registration up to Election Day and would have been able to vote.

The motion passed 4-0.

Councilman Lau moved to canvass the vote from the 2022 Primary Election.

Councilman Lacy seconded.

Mayor Edgington asked for public participation and there was none.

The motion passed 4-0.

6. Commissioner Comments

The commissioners thanked all who have participated and the volunteers in the election and Nikki Bryan.

The City of Fernley Council and Mayor thanked Kim Swanson and staff.

7. Public Participation

There were none given.

8. Adjourn

Comm. Gray adjourned the meeting at 2:27pm.

LYON COUNTY BOARD OF COMMISSIONERS

KEN GRAY, Chairman

ATTEST

NIKKI BRYAN, Lyon County Clerk/Treasurer

CITY OF FERNLEY

ROY EDGINGTON, Mayor

ATTEST

KIM SWANSON, City Clerk

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JUNE 15, 2022**

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Edgington, Councilman Ray Lacy, Councilman Albert Torres, Councilman Stan Lau, Councilwoman Felicity Zoberiski, Councilwoman Fran McKay, Acting City Manager Patrick Marsh, Director of Finance Denise Lewis, Planning Director Tim Thompson, Public Works Director Dave Whalen, City Engineer Derek Starkey, Building Official Billy Staten, City Clerk Kim Swanson, Deputy Public Works Director Barry Williams, Deputy City Attorney Aaron Mouritsen, Legal Secretary Mary Wilson, City Clerk Kim Swanson, Administrative Specialist Bailie Scott.

1.2. Public Forum

Mayor Edgington opened a public forum.

Kelly Brye, Fernley resident. Provided the Council with a handout regarding registered voters. He stated his concerns regarding voter affiliation being changed when renewing your drivers license.

With no further public comments being brought forward, the public forum was closed.

1.3. (For Possible Action) Approval of Agenda

Acting City Manager Patrick Marsh and Deputy City Attorney Aaron Mouritsen asked to remove item 2.8 from the agenda due to the settlement agreement not being finalized. Item 2.8 will be placed on a future agenda.

Motion: MOVE TO APPROVE THE JUNE 15, 2022 FERNLEY CITY COUNCIL AGENDA WITH ITEM 2.8. REMOVED. **Action:** Approve **Moved by:** Councilman Lau, **Seconded by:** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilwoman McKay.

2. CONSENT AGENDA

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.

Item 2.8. was removed from the agenda.

Motion: MOVE TO APPROVE JUNE 15, 2022 FERNLEY CITY COUNCIL CONSENT AGENDA.

Action: Approve **Moved by:** Councilman Lau, **Seconded by:** Councilman Lacy.

Vote: Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

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

Lt. Mitch Brantingham Lyon County Sheriff's Office presented the statistics for the month of May. There was an increase in calls for the month of May, which is not a surprise for this time of year.

Mayor Edgington requested the monthly stats from the jail and what area the people in jail are from.

Councilwoman Zoberski asked for a PSA from the Sheriff's office to make people aware of accidental 911 calls.

Sheriff Hunewill stated that they are working on generating an updated crystal report.

Mayor Edgington stated that the National Night Out will be coming up in August and will be held at the Out of Town Park. Mayor Edgington stated that the city would like to collaborate with the Sheriff's department on a video and Trisha Conner will be in contact.

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

Deputy City Manager Marsh stated that City hall will be closed June 20, 2022 in observance of Juneteenth Day. He provided the council with an update on the new employees that were hired and the positions that are open.

Councilman Torres stated the FSCAC meeting will not be held in July. He has received his public management certificate and certified public official certificate through UNR extended studies. Mayor Edgington reported the poker walk was last Friday downtown. We had almost the attendance was similar to last year's event.

City Clerk Swanson stated a joint meeting with Fernley City Council and Lyon County Commissioners will be held on Thursday, June 23, 2022 at 2 PM, via Zoom to canvass the vote from the Primary Election.

4. PROCLAMATIONS BY THE MAYOR

There were none.

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.

Bill Brewer with the NV Rural Housing Authority provided an overview of the program's success in the last 15 years.

Motion: 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. **Action:** Approve, **Moved by:** Councilman Torres, **Seconded by:** Councilwoman McKay **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

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.

A. Aaron Mouritsen, Deputy City Attorney, recommends making two changes to Bill #311. The first being the City Manager will be placed directly under the Mayor in terms of structure. The second would be to require that the City Manager must reside within the City limits of Fernley, within 12 months of employment. Move to approve as written and add council can review and agree approving termination upon majority vote.

Motion: MOVE TO APPROVE THE ADOPTION OF BILL #311. **Action:** Approve, **Moved by:** Councilman Torres, **Seconded by:** Councilman Lau.

After a brief discussion, Councilman Torres rescinded and changed his motion.

Motion: MOVE TO APPROVE STAFF BRINGING BACK BILL #311 FOR APPROVAL AFTER ADDING THAT THE TERMINATION OF THE CITY MANAGER CAN BE REVIEWED BY CITY COUNCIL AND THE CITY COUNCIL CAN AGREE OR DISAGREE WITH THE TERMINATION OF THE CITY MANAGER. **Action:** Approve, **Moved by** Councilman Albert Torres, **Seconded by** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

Item B was discussed at this time.

The Mayor would like the council to set up a subcommittee to come up with interview questions for the City Manager position, and review the benefits package.

After discussing the available options for the process of hiring a new City Manager, Councilman Lacy made a motion.

Motion: MOVE TO APPROVE THE FORMATION OF A SUBCOMMITTEE TO REVIEW WHAT THE CITY OF FERNLEY IS WILLING TO OFFER THE NEW CITY MANAGER. **Action:** Approve **Moved by:** Councilman Ray Lacy, **Seconded by:** Councilwoman McKay. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilman Lacy, Councilman Lau, Councilwoman McKay, **No:** Councilwoman Zoberski, Councilman Torres.

The subcommittee members will be Mayor Edgington. Councilman Lacy, and Councilwoman McKay.

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.

Deputy Public Works Director Williams presented 4 different types of shingles available for the Depot roof. Staff recommends the Enviroshingle, as it is little to no maintenance and has a 50 year warranty.

Motion: MOVE TO APPROVE STAFF MOVING FORWARD WITH THE BIDDING AND CONSTRUCTION PHASE OF THE RE-ROOFING PROJECT AT THE FERNLEY-LASSEN TRAIN DEPOT USING THE ENVIROSHINGLE OPTION AS CHOSEN BY CITY COUNCIL. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

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.

Acting City Manager Marsh thanked the Fernley Community Foundation for reaching out to the Lyon County Commissioners. The Board of Lyon County Commissioners requested an official request and presentation for ARPA funds regarding the Community Response and Resource Center. The City of Fernley was awarded \$350K. After revisiting the allocations, the Board of Lyon County Commissioners decreased the amount to \$300K on a reimbursement basis from 7/7/22-12/31/26, with the construction contract being entered into by 12/31/24.

Motion: MOVE TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FERNLEY AND LYON COUNTY TO RECEIVE \$300K IN ARPA FUNDS ON A REIMBURSEMENT BASIS TO FUND THE COMMUNITY RESPONSE AND RESOURCE CENTER WITHIN THE PERIOD FROM 7/7/22-12/31/26, WITH THE CONSTRUCTION CONTRACT BEING ENTERED INTO BY 12/31/24. **Action:** Approve, **Moved by** Councilman Torres, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

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.

Acting City Manager Marsh reported the City of Fernley Staff would like to enter into a lease agreement with the Boys and Girls Club of Truckee Meadows to maintain sections of the Community Response and Resource Center once it has been constructed. These areas include the daycare, after-school programming, kitchen, cafeteria, gym, and meeting rooms. The letter of intent is critical for the funding source, NV ARPA Child Care Extension grant. The grant is available for new construction of child care facilities by current licensed providers. The Boys and Girls Club of Truckee Meadows will be applying for the grant.

Motion: MOVE TO APPROVE A LETTER OF INTENT TO ENTER INTO A LEASE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF TRUCKEE MEADOWS TO OPERATE AND MAINTAIN SECTIONS OF THE COMMUNITY RESPONSE AND RESOURCE CENTER ONCE CONSTRUCTED. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilwoman McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

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.

City Clerk Swanson presented resolution 22-002 to City Council. If approved the fee increases will take effect July 1, 2022.

Finance Director Lewis stated the City is currently being charged over 4% in credit card fees per transaction. By law, a flat fee must be charged for water and sewer if the customer is paying with a credit card. The customer will not be assessed a fee if they pay by check or cash.

City Council requested that staff look into having an ATM located at City Hall.

Motion: Approve Resolution 22-002, which will increase the fees for using a credit card to \$4.00 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. **Action:** Approve, **Moved by** Councilwoman McKay, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Lacy requested cushions for the council chairs.

10. PUBLIC FORUM

Fred Brinkman voiced his concerns regarding the open City Manager position and the process for hiring a City Manager.

Ryan Hannan voiced his concerns regarding the flat fees that are assessed for utilities.

Anne Paine commented that the sound has been improved and she appreciates the efforts of whoever is responsible for that improvement.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 08:05 PM.

Next special meeting, joint with Lyon County Commissioners June 26, 2022 at 2:00 PM, via Zoom.

Next regular City Council meeting July 6, 2022 at 2:00 PM, located at Council Chambers.

Approved by the Fernley City Council on July 6, 2022, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Roy Edgington

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 06/9/2022-06/29/2022

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Waylon and Willie Boutique	Elaina E. Finley	1035 Sage Street	Fernley	NV	89408	(530) 320-3175	Internet Sales & Services	Online clothing store
El Taco Shack, LLC	Gabriel & Gilma Lope	414 Derek Circle	Fernley	NV	89408	(775) 240-4623	Restaurant/Fast Food/Fo	Mobile food vendor - Mexican f
HM Drywall & Paint LLC	Horacio Villegas Mad	230 Richards Way	Sparks	NV	89431	775-815-5224	Contractor	Taping/Finishing/Drywall Contr
Sahara Studios	Sahara Elderkin	545 Quiet Wood Ct.	Fernley	NV	89408	775-400-4461	Photography	Photography
Jolly Rooter LLC	Richard Jolly Jr.	845 O'Callaghan Dr.	Sparks	NV	89434	775-557-5656	Contractor	Plumbing Contractor #86548
Black Development Group Inc.	Tom Black	360 Dawson Jacob Ln.	Reno	NV	89503	775-322-4341	Contractor	Residential&Small Commercial
Sierra Nevada Excavation LLC	Jeffrey J. Lommori	519 Upper Colony Rd.	Wellington	NV	89444	775-465-9553	Contractor	Sewer/Drains/Pipes/Pipeline/E
Home Town Cleaning	Morgan Slaughter	870 Fremont Street	Fernley	NV	89408	620-333-4486	Cleaning Services	Cleaning & Restoration, Resid
Man Chores	John E Shaugle	150 Ackley Ave	Wadsworth	NV	89442	775-224-8590	Handyman	Handyman
Brother's Eatz LLC	Richard Todd	950 Glendale Ave	Sparks	NV	89431	775-404-3303	Restaurant/Fast Food/Fo	Food truck: slidders & loaded fr
SoSuTV Corp	Dana Hatjakes/Mark	3550 Barron Way #5a	Reno	NV	89519	775-342-5277	Business Specific Profes	Video production services
All American Contractors, Inc.	Damir Dupin	5606 S. Eastern Ave. Suite A	Las Vegas	NV	89119	775-830-5641	Contractor	General Contractor #82289
Tiny Toes Baby Boutique	Amanda Carrera	25 East Main St Suite 1	Fernley	NV	89408	775-350-4664	Wholesale and/or Retail	Baby clothing and accessories
Fernley ACES	Dana Ulhorn	40 N Center St.	Fernley	NV	89408	775-200-8618	Non-Profit Event\Service	Non-Profit Organization

Grand Totals:

14

Report Criteria:

License.Status = "Active"

Business.Orignation date = 06/9/2022-06/29/2022



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: X No:	Yes: X No:	100-417-320 100-475-320 100-575-320 510-810-320 520-810-320

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to approve a contract with Farr West Engineering for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and VueWorks) in an amount not to exceed \$50,000.

AGENDA ITEM BRIEF:

This agenda item will renew a contract with Farr West so that the engineering department can continue to utilize their services for on-call GIS services, and hosting of the VueWorks asset Management program and the ArcGIS online service.

RECOMMENDED MOTION:

"I move to approve a contract with Farr West Engineering for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and VueWorks) in an amount not to exceed \$50,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not approve the contract. If Council were to not approve the contract, staff would

then need to purchase the software and implement the programs in-house.

BACKGROUND:

PROJECT SUMMARY:

Public Works and Engineering has been able to provide staff access to spatial data about public infrastructure and parcel data in Fernley since 2012. Each department in Public Works (i.e. water, sewer or streets) is presently able to have their data displayed securely over the web in one location. This was accomplished by the hosting, implementation and training of staff on MapOptix and VueWorks software through Farr West Engineering. This year, Farr West informed the City that it was no longer implementing MapOptix and instead was utilizing ArcGIS Online. Farr West has transferred the City over to ArcGIS online and the new program works well and has more user capabilities than MapOptix.

Having visual interactive utility displays available for staff and managers has increased the efficiency of work and provided for more informed decision-making. Having the data available to the operators and getting feedback from them has helped in capturing a portion of the vast field knowledge of those working closest to the utility. The more the data is used and updated, the more reliable and useful it becomes.

Small communities in western Nevada have been offered a continuation of the opportunity to have their GIS data made available to city staff securely through the web. Farr West Engineering has provided a cost-effective way for city and county utility staff to easily display, query, locate and see spatial relationships between utilities in their areas.

Engineering will be expanding the current effort to include data entry of material type for existing infrastructure to enhance asset management capabilities.

The Nevada Revised Statutes require municipalities like the City of Fernley to award professional services such as professional services based on qualifications, not location or lowest price. The staff has determined that Farr West Engineering is the most qualified firm to perform the job and feels their quote is reasonable. If approved, the staff will move forward with issuing Farr West Engineering the contract to perform the work. The contract will be based on actual time and materials plus a lump sum basis for the annual maintenance fees for ArcGIS online (\$3,950) and VueWorks (\$6,000). The contract has a not-to-exceed amount of \$50,000.

BACKGROUND:

The City of Fernley has utilized Farr West for these services since 2012. The City of Fernley has a part-time GIS Technician that frequently works with Farr West to resolve issues with the City's spatial data and update the data as construction projects are completed or new development takes place. The engineering department continues to work toward creating an asset management program for the City's water, sewer and storm drain system. However, staffing losses and increased demand from permitting new development has slowed progress.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

\$50,000 is currently budgeted for FY 22/23. The cost is split between wastewater, parks, streets and storm

drains, water distribution, and water treatment.

ATTACHMENTS:

1. 2022.07.06 FY22-23 FARR WEST Renewal Contract
2. FARR WEST FEE SCHEDULE FY22-23

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

and

Farr West Engineering
5442 Longley Lane, Suite B
Reno, Nevada 89511

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

WHEREAS, it is deemed that the services of Farr West Engineering, (the "Contractor") are both necessary and in the best interests of the City; and

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

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

2. **DEFINITIONS.**

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

3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2022, to the 30th day of June, 2023, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

Farr West Engineering
5442 Longley Lane, Suite B
Reno, Nevada 89511

5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment A.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):

ATTACHMENT A: FEE SCHEDULE

ATTACHMENT B: N/A

ATTACHMENT C: N/A

ATTACHMENT D: N/A

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

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

9. **INSPECTION & AUDIT.**

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

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A Contract For Vueworks and Web Viewer Hosting

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

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

10. CONTRACT TERMINATION.

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

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

15. INDEMNIFICATION.

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

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

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other 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)

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industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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

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

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

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

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Workers' Compensation and Employer's Liability Insurance:

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

Farr West Engineering has entered into a contract with Owner to perform work from 7/1/2022 to 6/30/2023 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

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Commercial General Liability Insurance:

- 1) Minimum Limits required:

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 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

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

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Business Automobile Liability Insurance:

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

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

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Professional Liability Insurance:

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

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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"

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Commercial Crime Insurance:

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

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Performance Security:

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

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees***

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and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

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

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

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

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

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

19. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

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

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

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

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

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

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

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

25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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

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

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

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

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

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

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

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

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

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

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

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

35. NON-DISCRIMINATION. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this

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provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

CITY MANAGER

City of Fernley

Telephone: 775-784-9900

CITY MANAGER

DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley

Brandi Jensen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

BRANDI JENSEN

DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: ENGINEERING DEPARTMENT

DEREK STARKEY, Department Director

DATED this _____ day of _____, 20__.

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CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20____, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

ROY EDGINGTON JR, MAYOR
DATED this _____ day of _____, 20____.

ATTEST:

KIM SWANSON, CITY CLERK
DATED this _____ day of _____, 20____.

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(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 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: _____

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A Contract For Viewworks and Web Viewer Hosting

ATTACHMENT A

EXHIBIT A SCOPE OF WORK

City of Fernley Fiscal Year 2023 GIS Services

INTRODUCTION

Farr West Engineering (Farr West) is pleased to present this scope of work to the City of Fernley (City) to provide professional services related to the continued implementation, training, and technical support of the WebGIS viewer and VUEWorks®.

The phase and task breakdown for the project is designated as follows:

- Task 1 – Project Management
- Task 2 – Professional Services
- Task 3 – Technical Support and Maintenance
- Task 4 – VUEWorks® Software Fee
- Task 5 – WebGIS Viewer Fees

SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this SOW within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis to the City. Communication will be through email and telephone. This task will include the following activities:

- Project administration, monthly invoicing, scheduling, maintenance, cost control, filing, resource allocation, subconsultant management (if required), and routine communications.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the City.

Deliverables

The following deliverables will be submitted under this task:

- Monthly status reports

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.

- Project-related issues will be identified, communicated, and resolved.

Task 2 – Professional Services

Objective

Provide professional GIS and asset management services to the City.

Approach

Farr West will work with the City to improve the accuracy and comprehensiveness of the GIS, develop additional field apps and further develop the use of asset management tools. Anticipated activities include:

- Development of GIS solutions or tools.
- Improve access to GIS Enterprise for real time edits and updates.
- Help the City transition to ArcPro from ArcMap.
- Database development services.
- Interactive meetings to refine asset management needs, goals and review current progress.
- Develop asset criticality scores based on condition, age, material, and location.

Deliverables

While this task does not include any formal deliverables, examples of items provided to the City are:

- Updated ESRI® geodatabase files.
- New process & steps to access enterprise database
- Technical help with ArcPro transition
- Preliminary and final asset criticality scoring summary sheets.
- GIS feature classes depicting asset criticality scoring or “hot zones.”
- Development of a roads inventory and pavement condition layer.
- Technical memoranda documenting methodology used.
- Summary maps (if requested).

Assumptions

The following assumptions apply:

- Development of the roads and pavement condition inventories will rely on existing data. Any additional field data collection will require an amendment to this scope of work.
- Development of a separate web app for displaying asset criticality or capital improvement planning maps will occur only if budget allows.
- The City and Farr West will develop a prioritized list of projects or goals as part of an interactive.
- The City will assist Farr West in scheduling the key meetings for City employees.
- Farr West and City staff will collaborate on rationale for asset criticality scoring.

Task 3 – Technical Support and Maintenance

Objective

Provide GIS database updates to the WebGIS viewer, provide maintenance services to ensure continuous web viewer performance, and provide on-call training and technical support for City staff.

Approach

Farr West will provide on-site and remote technical support for City GIS staff and will update the WebGIS viewer application with City edited GIS data or with other regional data which becomes available. This task will include the following activities:

- Monthly updates to the web application.
- Technical support to maintain the functionality of the WebGIS viewer.
- Onsite training and remote support.

Deliverables

This task does not include any formal deliverables.

Assumptions

The following assumptions apply:

- Larger projects or database updates will be provided as part of task 2.
- Farr West will provide these services from any location requested by the City.

Task 4 – VUEWorks® Software Fee

Objective

Provide VUEWorks® asset management application for FY 23.

Approach

The annual software as a service (SaaS) fee includes licensing, data hosting charges, server charges and services which are required to keep the GIS available via the internet through June 30, 2023.

Deliverables

The following deliverables will be submitted under this task:

- Subscription to VUEWorks® for 12 months or FY 23.

Assumptions

The following assumptions apply:

- VUEWorks® is provided by a third-party vendor and there may be site maintenance or technical issues which are out of Farr West's control. Farr West will work with VUEWorks® in a diligent manner to maintain continuous access to the application.

Task 5 – WebGIS Viewer Fees

Objective

To provide the WebGIS viewer that will allow the City’s staff to interact with the GIS. This viewer can be consumed using either a desktop browser or mobile device.

Approach

This task will include the following activities:

- Fourteen (14) Viewer accounts will be purchased by the City for FY 23 at the cost of \$100 per account.
- Three (3) Field Worker accounts will be purchased by the City for FY 23 only, at the cost of \$350 per account.
- One (1) Creator account will be purchased by the City for FY 23 only, at the cost of \$500 per account.
- Public and/or private web maps and apps will be developed and customized on the City’s direction or preference.

Deliverables

The following deliverables will be submitted under this task:

- A City of Fernley WebGIS account with access for all user accounts as purchased by the client.

Assumptions

The following assumptions apply:

- Beyond the fourteen (14) Viewer accounts, three (3) Field Worker, and one (1) Creator account provided under this scope of work, additional user accounts and their levels will be paid for annually by the City.
- Internet access, not provided under this scope of work, will be required to access the web viewer.
- Services required to develop web maps will be provided as part of task 2.

**EXHIBIT B
SCHEDULE**

Notice to Proceed:	July 1, 2022
Contract Terminates	June 30, 2023

**EXHIBIT C
BUDGET**

Task 1	Project Management	\$1,000
Task 2	Professional Services	\$31,450
Task 3	Technical Support and Maintenance	\$5,000
Task 4	VUEWorks® Software Fee	\$6,000
Task 5	WebGIS Viewer Fees	\$6,550
TOTAL:		\$50,000

EXHIBIT D 2022 RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$189	Project Coordinator	\$105
Senior Engineer II	\$182	Project Assistant I	\$80
Senior Engineer	\$170	Admin IV	\$110
Engineer IV	\$150	Admin III	\$95
Engineer III	\$140	Admin II	\$85
Engineer II	\$130	Admin I	\$75
Engineer I	\$120	Intern	\$50
Engineer in Training II	\$108	GIS Analyst II	\$150
Engineer in Training I	\$100	GIS Analyst I	\$125
Senior Electrical Engineer	\$170	GIS Specialist	\$110
Electrical Engineer III	\$150	GIS Technician II	\$100
Electrical Engineer II	\$140	GIS Technician I	\$90
Electrical Engineer I	\$130	Water Resource Specialist	\$150
Electrical and Controls Engineer in Training	\$125	Water Rights Specialist II	\$140
Electrical Engineer in Training II	\$120	Water Rights Specialist I	\$115
Electrical Engineer in Training I	\$110	Water Rights Technician III	\$100
Senior Hydrogeologist	\$176	Water Rights Technician II	\$90
Hydrogeologist II	\$125	Water Rights Technician I	\$80
Hydrogeologist I	\$110	Regulatory & Env. Specialist	\$110
Construction Inspector III	\$125	Professional Surveyor	\$155
Construction Inspector II	\$120	Senior Survey Technician	\$135
Construction Inspector I	\$110	Survey Technician III	\$125
Designer III	\$130	Survey Technician II	\$115
Designer II	\$125	Survey Technician I	\$100
Designer I	\$115	1 Man Survey Crew	\$160
Proposal Specialist	\$85	2 Man Survey Crew	\$270

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.
4. The Engineer's rate schedule is set to update in January 2023. Updated hourly rates will be reflected on invoices in 2023, however, project budgets will not be exceeded without written approval from City of Fernley staff.

City of Fernley
FY 23 GIS Services

D-1

June 2022

Exhibit D – Engineer's Rate Schedule



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:X No:	Yes:X No:	510-395-940, 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve the Will-Serve Request from Genica Shadow Hills, LLC for 45.5 ERC's for Water and 66 ERC's for Sewer for 66 townhomes for Lyon County Parcel 021-121-19 located on the corner of Cottonwood Ln. and Hardie Ln. Fernley, NV 89408

AGENDA ITEM BRIEF:

1. Genica Nv, LLC for Genica Shadow Hills, LLC is seeking a Will-Serve for 66 townhomes in Fernley, NV.
2. This project requires 45.5 ERC's of water, which is equal to 50.96 acre-ft, for water and 66 ERC's for sewer for 66 townhomes.
3. Genica NV, LLC and Genica Shadow Hills, LLC has 141.80 -acre-feet of beneficial interest in water rights

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Genica Shadow Hills, LLC for 45.5 ERC's for Water and 66 ERC's for Sewer for 66 townhomes for Lyon County Parcel 021-121-19 located on the corner of Cottonwood Ln. and Hardie Ln. Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

As of March 2022, Genica NV, LLC & Genica Shadow Hills, LLC has a combined beneficial interest of 141.80 AF that they have acquired from multiple parties. A portion of that is going to be used for 66 townhomes for Shadow Hills Town Homes for Lyon County Parcel 021-121-19 located on the corner of Cottonwood Ln. and Hardie Ln Fernley, NV 89408

After the issuance of this will serve Genica NV, LLC will have 90.84 AF of water left for future development.

ANALYSIS:

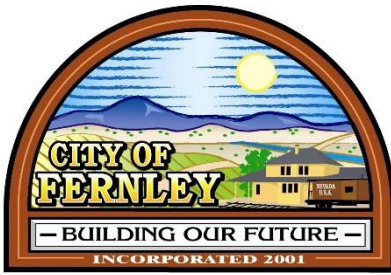
The water needed for this project has been previously dedicated under a prior banking agreement. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2022.07.06 Will Serve -Genica Shadow Hills
2. CP2021-006 Assignment WR to Will Serve



THE CITY OF FERNLEY
Public Works Department
595 Silver Lace Blvd
Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Genica Shadow Hills, LLC Development/ project or property located at APN 021-121-19 Fernley, Nevada with 45.5 water connections and/or 66 sewer connections for Service to 66 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$5,165.00 per unit for water and \$3,474.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-121-19

Fernley City Council Approved Will-Serve on July 6, 2022

Public Works Director

Mayor – City of Fernley

Applicant

Date

APN: 021-303-39
When Recorded mail to:
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

**ASSIGNMENT OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND
DEDICATION AGREEMENT TO WILL SERVE COMMITMENT**

This Assignment of Beneficial Interest in Water Rights to Will Serve Commitments is executed this 16th day of March, 2022, by GENICA NV, LLC / TRIDENT PLUS, LLC / GENICA SHADOW HILLS, LLC (hereinafter "Assignor").

1. Assignor is the holder of the beneficial interest in that certain Water Rights Dedication and Banking Agreement (hereinafter the "Banking Agreement") by and between GENICA NV, LLC / TRIDENT PLUS LLC / GENICA SHADOW HILLS, LLC and the City of Fernley executed on the 16th day of March, 2022.
2. Assignor desires to assign a portion of its beneficial interest in and to 50.96 acre-feet of water dedicated pursuant to the Banking Agreement to the City of Fernley in exchange for 45.5 Equivalent Residential Credits (hereinafter "ERC's") of water utility will-serve commitments for the development of the SHADOW HILLS TOWNHOMES project located at 905 HARDIE LANE, FERNLEY, NV 89408 (hereinafter the "Project").
3. Assignor acknowledges and agrees that the assignment of the beneficial interest transferred herein is for the benefit of the Project. Assignor also acknowledges and agrees that the will-serve commitments issued pursuant to this Agreement shall be an appurtenance to the parcel(s), lot(s), or portion of the Project that will receive water service under said will-serve commitment. In the event that said parcel(s), lot(s), or portion of the project is encumbered by a mortgage, deed of trust, or other similar encumbrance, Assignor agrees that said mortgage, deed of trust, or other similar encumbrance shall also encumber the will-serve commitments issued pursuant to this Agreement in the same manner and to the same extent as it encumbers the parcel(s), lot(s), or portion of the project.
4. Assignor acknowledges and agrees that by assigning its beneficial interest in the water rights under this Agreement in exchange for the will-serves commitments described in Section 2 herein, that Assignor is forever relinquishing all of its right, title, and interest in and to the beneficial interest assigned herein and that the terms of this Agreement shall, to the extent applicable, replace and supersede the terms of the Banking Agreement identified in Section 1 herein, as well as any amendments or assignments of said Banking Agreement, with respect to the assigned water rights. Assignor further acknowledges and agrees that upon execution of this Agreement it shall have no further claim, right, title, or interest in or to the beneficial interest assigned herein.

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

[Signature pages follow]

ASSIGNOR.

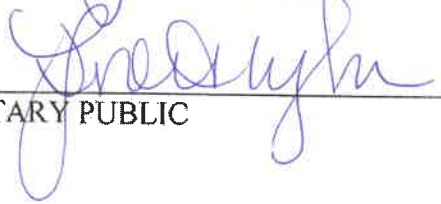
Company Name



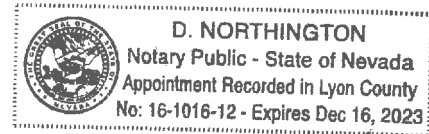
Signatory Name and Title
Date: APRIL 8, 2022

STATE OF NV)
COUNTY OF Lyon) ss.

This instrument was acknowledged before me on the 8 day of APRIL,
20 22, by James Lee.



NOTARY PUBLIC





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Patrick Marsh, Acting City Manager

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to approve a contract for legal services related to water resources to Taggart & Taggart, Ltd. for an amount not to exceed \$160,000 for FY 2022-2023.

AGENDA ITEM BRIEF:

The proposed contract for Taggart & Taggart, Ltd. provides for legal services related to water resources and the continuation of the Water Right priorities as established by City Council.

RECOMMENDED MOTION:

"I move to approve the contract for legal services related to water resources to Taggart & Taggart for an amount not to exceed \$160,000 for FY 2022-2023."

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:

The Council can may:

- Not approve the contract and direct the ACM to look for other possible legal firms for water right protection services.
- Request additional information.

BACKGROUND:

As noted in the attached Staff Report and Scope of Work, the following are the ongoing programs that Taggart & Taggart anticipates working on in the upcoming fiscal year:

- **Surface Water Utilization Plan**
- **Expansion of City of Fernley Surface Water Program**
- **Agricultural Lease Options with Non-Fernley Lessees**
- **Canal Diversion**
- **Mid/long-term Agreements**
- **Dedication Matters**
- **Surface Water Applications**
- **Truckee Canal Advocacy Program**
- **Negotiations with the Bureau of Reclamation and other parties**
- **Litigation Regarding Canal Operations**
- **Water Workshop**
- **Stakeholder Organization**
- **Strategic Negotiations Plan**
- **TCID Administrative Matters and Negotiations**
- **TROA Administration Cost Sharing**
- **TROA Scheduling and Coordination**
- **Water Right Dedications**
- **Administrative Matters Involving Proposed Dedications**
- **Administrative Matters Involving the Maintenance of Fernley's Water Rights Bank**
- **Litigation Over Banked Water**
- **Administrative Matters Pertaining to Existing Groundwater Rights**
- **Municipal Code Review and Revision**
- **Upstream Storage Contract**
- **Long-Term Water Resource Planning**
- **State Legislative and Regulatory Proposals**

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 6332.115, NRS 325.050, NRS 625.530

FINANCIAL IMPLICATIONS:

Funding for outside legal services relating to water is budgeted in the Water Enterprise Fund for FY2022/23 for \$160,000.

ATTACHMENTS:

1. Staff Report - Contract Taggart and Taggart Contract FY2022-23
2. Taggart and Taggart 2022-2023 Contract Ex A & B rev 1



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council
REPORT FROM: Patrick Marsh, Acting City Manager
REVIEWED BY: Brandi Jensen, City Attorney
REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-810-698

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

AGENDA ITEM: Staff Report (For Possible Action): Approval of contract for legal services related to water resources to Taggart & Taggart, Ltd. in an amount not to exceed \$160,000 for FY 2022-2023.

Agenda Item Brief: The proposed contract for Taggart & Taggart, Ltd. provides for legal services related to water resources and the completion of the Water Right priorities as established by City Council.

Recommended Motion:

"I move to approve the contract for legal services related to water resources to Taggart & Taggart in an amount not to exceed \$160,000 for FY 2022-2023."

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:

The Council can may:

- Not approve the contract and direct the ACM to look for other possible legal firms for water right protection services.
- Request additional information.

BACKGROUND:

As noted in the attached Scope of Work, the following are the ongoing programs that Taggart & Taggart anticipates working on in the upcoming fiscal year:

Surface Water Utilization Plan

In order to most efficiently utilize all sources of water available to its municipal supply, Fernley is in the process of incorporating its surface water into the municipal system. Taggart & Taggart will provide legal support to the following ongoing projects in FY 2022-23:

Expansion of City of Fernley Surface Water Program

Pursuant to a 2012 Resolution, and in accordance with NRS 268.063, Fernley may lease surface water for use within the City for less than market value. This is an ongoing program that involves ensuring the leasing program's statutory and regulatory compliance, as well as drafting surface water leases, when required.

Agricultural Lease Options with Non-Fernley Lessees

Although not part of the NRS 268.063 program, agricultural and other users outside of the Fernley city limits may wish to lease city-owned surface water for irrigation, industrial, or municipal purposes. This is an ongoing program that involves maintaining statutory and regulatory compliance and drafting surface water leases, when required.

Canal Diversion

For several years Fernley has been developing the ability to divert its sizable inventory of municipal surface water supplies from the Truckee Canal. In FY 2018-19 Taggart & Taggart assisted Fernley with the development and submittal of an SF-299 authorization request to the United States Bureau of Reclamation (the "Bureau"). During FY 2019-20, Taggart & Taggart assisted Fernley with responding to additional records requests and meeting with Bureau staff to assist with their review. During FY 2020-21 the Bureau issued a Finding of No Significant Impact for the project and Fernley received approval of its SF-299 authorization request. Construction of the project began in FY 2021-22. Taggart & Taggart is assisting with legal issues related to the project and will take the lead in working with the Nevada Division of Water Resources on reallocating existing will-serve commitments to surface water permits.

Mid/long-term Agreements

Another possible way to put surface water supplies to beneficial use involves entering mid/long-term agreements with Pyramid Lake Paiute Tribe (PLPT), Tahoe Reno Industrial Center (TRIC), Truckee Meadows Water Authority (TMWA), NV Energy, or others. This is an ongoing program that involves identifying potential opportunities, negotiating these agreements and ensuring that they are within statutory and regulatory requirements. In 2021-22 Fernley began leasing water on a temporary basis to NV Energy for use at its Tracy power generation facility. Based on the success of this program, NV Energy has asked to negotiate a longer-term agreement. During the upcoming fiscal year, Taggart & Taggart will take the lead in negotiating this agreement and presenting it for final approval.

Dedication Matters

This is an ongoing effort that involves legal review of proposed dedications and assignments of surface water rights. Taggart & Taggart reviews all proposed dedications and assignments to identify any legal issues with related to title to the water rights or issues with the permits themselves. In FY 2022-23 Taggart & Taggart will take the lead on discussions with NDWR regarding the appropriate dedication rate for will-serves issued in reliance on surface water permits.

Surface Water Applications

From time to time, the City must file applications to change the place of use and manner of use of dedicated surface water rights. In the event any applications are filed in fiscal year 2022-23, this item involves preparation and review of applications and support through the administrative review process.

In all cases, a catalogue of existing commitments on City surface water rights is required to understand the timing and obligations of the City's surface water bank.

Truckee Canal Advocacy Program

Based on developments over the past several years, the City made the decision enter into discussions with the Bureau regarding the historic development of the community as a direct and intended result of the creation of the Truckee Canal, as well as the community's ongoing reliance on the facility. The Truckee Canal is a vital piece of the community's water infrastructure and is the ultimate source of most of Fernley's existing and future water supplies. Water infiltrated into the groundwater aquifer from the canal is the single largest source of aquifer recharge. In order to accomplish the goal of a establishing a long-term reliable community water supply, the community's reliance on the canal should be further explored, explained, and accepted by the parties on the river system through media, workshops, meetings, and other outreach. Accomplishing this goal will require:

Negotiations with the Bureau of Reclamation and other parties

The Bureau built the Truckee Canal and is responsible for its ongoing operations. In order to maintain municipal water supplies, this is an ongoing program that involves communication and negotiations with the Bureau, the Pyramid Lake Paiute Tribe ("PLPT"), and the State Engineer as well as possible meetings with Congressional staff and State representatives.

Litigation Regarding Canal Operations

The previous item was intended to reduce or eliminate the possibility of litigation and is ongoing. However, during FY 2020-21, the Bureau issued a final Environmental Impact Statement ("EIS") and Record of Decision ("ROD") to move forward with a project that will install an impermeable liner in Truckee Canal thereby cutting off most recharge to the groundwater aquifer. In response, Taggart & Taggart prepared and filed litigation in the federal district court seeking to invalidate the EIS and ROD and declare Fernley's right to continued recharge from the canal. The litigation is now before the United States Ninth Circuit Court of Appeals. During FY 2022-23, Taggart & Taggart will be drafting and submitting briefs to the Court in support of Fernley's position.

Water Workshop

In the past, Taggart & Taggart has assisted Fernley with hosting a community water workshop, designed to inform both City Council members and other regional leaders about Lower Truckee River water facilities and issues. During FY 2021-22 Taggart & Taggart hosted a water workshop with the City Council and also conducted one-on-one briefings with certain council members to provide additional education regarding water issues. With the recent resignation of the City Manager, Taggart & Taggart will provide additional briefings to the newly appointed City Manager.

Stakeholder Organization

Fernley has taken the lead on organizing the various interested parties to participate in the Truckee Canal decision-making process. Other stakeholders have now intervened on the City's behalf in the lawsuit over the Bureau's EIS. Taggart & Taggart will continue working with these stakeholders, and other parties, to coordinate legal strategy and public support for Fernley's litigation position.

Strategic Negotiations Plan

Negotiations and partnering on the Truckee River system and the Newlands Reclamation Project should be continued in order to strategically position the City to obtain its mission of developing a long-term reliable community water supply, and to concurrently limit the City's long-term litigation costs. Strategic negotiations and partnering may lead to resolution or mitigation of disputes involving deed restrictions, water exchanges, and the Water Rights Acquisition Program among others. In addition, strategic negotiations may result in future funding or cost sharing for development of required capital improvements such as the aforementioned takeout structure and pipeline needed to convey surface water from the canal to Fernley's municipal water system.

TCID Administrative Matters and Negotiations

City surface water rights are delivered through the Newlands Project, which is operated by TCID. This ongoing item involves engaging in continuing negotiations with TCID and dealing with other TCID administrative matters which may arise from time to time including developing a schedule and process for deliveries of surface water to the municipal treatment facility, developing strategy regarding TCID's negotiation of a repayment contract for the Truckee Canal XM project, and addressing issues related TCID elections.

TROA Administration Cost Sharing

Fernley is a party to the Truckee River Operating Agreement ("TROA"). TROA includes a cost-sharing formula to fund administrative expenses. The formula allocates costs between Nevada, California, and the federal government but leaves it up to each of the states to determine how to allocate their share of the costs. In FY 2018-19, the Nevada parties reached a tentative agreement on how to allocate Nevada's share of the Costs. Taggart & Taggart represented the City in these discussions. During 2021-22 Taggart & Taggart took the lead in negotiating a five-year extension of the agreement and getting it approved by the City Council. In FY 2022-23, Taggart & Taggart will assist Fernley with legal compliance issues related to the funding agreement.

TROA Scheduling and Coordination

As a party to TROA, Fernley is a participant in TROA scheduling and coordination matters. Taggart & Taggart will continue to assist the City, and the City's outside technical consultants, with these activities including attending scheduling meetings, coordination with the Federal Watermaster, coordination with other scheduling parties, and coordination with TCID for delivery of both direct river diversions and diversions of water to or from upstream storage facilities. In addition, TROA provides for an alternative dispute resolution ("ADR") process. Taggart & Taggart will represent the City in any ADR hearings or negotiations.

Water Right Dedications

This task is ongoing and involves two main parts, the water rights incentivization program, and the administrative requirements of the dedication process itself.

Administrative Matters Involving Proposed Dedications

This part of this task involves the legal review of dedication packages for water rights that are offered for dedication to the City of Fernley. When potential dedicators want to dedicate water rights to the City of Fernley, they are required to provide certain information to the City of Fernley and the City then reviews that information and the water rights to see if the water rights are in good standing and the dedicator holds a clean title. The legal review involves a review of the water rights, drafting the water right deed and dedication agreement, and searching title records for conflicting claims. The review is completed by providing a recommendation to the City of Fernley of whether to accept the dedication.

Administrative Matters Involving the Maintenance of Fernley's Water Rights Bank

Oftentimes, when water rights are dedicated to the City the dedicator "banks" the water associated with the rights to use for later will-serve requests. The interest in the banked water is assignable to third-parties. The city uses a water banking database to track the ownership, assignment, and use of the banked rights. This task provides for the review of proposed assignment agreements and the resolution of any disputes that may arise as a result of the assignment of banked water rights. Fernley also has entered into long-term development agreements with various large developers that include provisions related to the banking and use of previously dedicated water rights. This task also includes periodic review of those agreements and negotiations with developers when such agreements come up for renewal or extension.

Litigation Over Banked Water

From time to time, disputes emerge regarding the ownership of the equitable interest in water rights banked with the City. This often occurs when an unfinished development is foreclosed on. If the parties cannot reach agreement, the only way to resolve the dispute is to litigate a quiet title action. Because the City holds legal title to the water rights, it is a necessary party to any such litigation.

Administrative Matters Pertaining to Existing Groundwater Rights

From time to time, administrative matters arise which relate to existing City groundwater rights. Proofs of beneficial use, proofs of completion of works, and extensions for filing those documents must be filed with the State Engineer. Additionally, applications to change the points of diversion of rights may be required to optimize resources. This item involves filing the required documents with the Nevada Division of Water Resources and supporting them through the administrative process and any subsequent litigation.

Municipal Code Review and Revision

From time to time, Fernley Municipal Code, particularly that part related to water issues, must be updated to accurately reflect new or changed City policies, or to comply with Nevada statutes. This task involves assistance in drafting City Resolutions and Ordinances, along with the documents that must be presented with them for the review of City Council, as well as attending meetings with the Council to clarify the updated code sections.

Upstream Storage Contract

In FY 2016-17 the City finalized a contract with the Bureau that allows the City to store water in upstream reservoirs in accordance with the provisions of TROA. Since FY 2020-21 the City has been establishing credit water in the reservoirs. Taggart & Taggart will provide ongoing assistance to the City with contract implementation and compliance issues and with strategic decision making regarding the quantity of water that needs to be retained in storage to support surface water will-serve commitments.

Long-Term Water Resource Planning

Fernley has a diverse mix of surface and groundwater resources and has acquired upstream storage capabilities. In addition, there are several potential groundwater importation projects that could provide additional future resources. In FY 2019-20 Fernley approved a comprehensive long-term water resources plan. This plan will assist the City in making strategic decisions related to capital expenditures and the conjunctive management of the City's water resources. During 2022-23 Taggart & Taggart will assist the City with continued implementation and updating of the water resources plan.

State Legislative and Regulatory Proposals

Taggart & Taggart regularly assists the City, and the City's registered lobbyists, with reviewing proposed regulations and legislation that would impact municipal water operations. The Legislature will host its bi-annual regular session during February – June of 2023. During FY 2022-23, Taggart & Taggart will assist the City as needed in preparing for and participating in the Legislative session.

LEGAL IMPLICATIONS:

NRS 6332.115, NRS 325.050, NRS 625.530

FINANCIAL IMPLICATIONS:

Funding for outside legal services relating to water is budgeted in the Water Enterprise Fund for FY2022/23 for \$160,000.

PRIOR COUNCIL ACTION/REVIEW:

Annual contract renewal – June 2021
Annual contract renewal – June 2020
Annual contract renewal – June 2019
Annual contract renewal – June 2018
Annual contract renewal – June 2017
Annual contract renewal – June 2016

ATTACHMENTS:

Taggart and Taggart 2022-2023 Contract
Attachment A – Scope of Work
Attachment B – Fee Schedule

CONTRACT

A Contract for Legal Services

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and TAGGART & TAGGART, a Limited Liability Company, whose address is 108 N. Minnesota St., Carson City, NV 89703 ("Contractor").

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

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

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

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

1. **CONTRACT TERM.** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.
2. **CONTRACTOR'S SERVICES.**
 - A. **Description of Services.** 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. **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.
 - D. **Changes to Contractor's Services.** The City may, at any time, make changes to the scope and/or services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost

CONTRACT

A Contract for Legal Services

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

- E. 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 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).
- D. Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.

- 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, 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 Silver Lace Blvd.
 Fernley, NV 89408

If to Contractor: Taggart & Taggart, Ltd.
 108 N. Minnesota St.
 Carson City, NV 89703

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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 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 Contract 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

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default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.

- C. Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- D. Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
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

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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
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

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of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

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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.

A. Professional Liability Insurance.

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

B. 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

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

5. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered and shall provide those 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.

C. 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.

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

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

- 14. 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.
- 15. 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.
- 16. SEVERABILITY.** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
- 17. 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.
- 18. PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs,

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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.

19. **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.
20. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions.)

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21. **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.
22. **PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
23. **GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
24. **INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.
25. **COUNTERPARTS.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.
26. **ADVICE OF COUNSEL.** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice,

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disclosure, representation, or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed, or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

- 27. MODIFICATION; NO WAIVER.** The provisions of this Contract, including this paragraph, may be modified, or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 28. INTERPRETATION OF AGREEMENT.** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 29. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 30. NON-DISCRIMINATION.** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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

CONTRACTOR:

BY: _____

TITLE: _____

FIRM: . TAGGART & TAGGART, LTD.

BUSINESS LICENSE #: _____

Address: 108 N. Minnesota Street

City: Carson City State: NV Zip Code: 89703

Telephone: 775-882-9900; Facsimile: 775-883-9900

E-mail Address: david@legaltnt.com;

(Signature of Contractor)

PAUL G. TAGGART
SONIA E. TAGGART

TAGGART & TAGGART, LTD.

A PROFESSIONAL CORPORATION
108 NORTH MINNESOTA STREET
CARSON CITY, NEVADA 89703
www.nvwaterlaw.com

DAVID H. RIGDON
TIMOTHY D. O'CONNOR
THOMAS P. DUENSING

To: Patrick Marsh, Acting City Manager; Brandi Jensen, City Attorney; David Whalen, Public Works Director

From: Paul G. Taggart, Esq.; David H. Rigdon, Esq.

Date: May 27, 2022

Re: Proposed FY 2022-23 Scope of Work for Outside Legal Services

The following are the ongoing programs that Taggart & Taggart anticipates working on in the upcoming fiscal year:

Surface Water Utilization Plan

In order to most efficiently utilize all sources of water available to its municipal supply, Fernley is in the process of incorporating its surface water into the municipal system. Taggart & Taggart will provide legal support to the following ongoing projects in FY 2022-23:

Expansion of City of Fernley Surface Water Program

Pursuant to a 2012 Resolution, and in accordance with NRS 268.063, Fernley may lease surface water for use within the City for less than market value. This is an ongoing program that involves ensuring the leasing program's statutory and regulatory compliance, as well as drafting surface water leases, when required.

Agricultural Lease Options with Non-Fernley Lessees

Although not part of the NRS 268.063 program, agricultural and other users outside of the Fernley city limits may wish to lease city-owned surface water for irrigation, industrial, or municipal purposes. This is an ongoing program that involves maintaining statutory and regulatory compliance and drafting surface water leases, when required.

Canal Diversion

For several years Fernley has been developing the ability to divert its sizable inventory of municipal surface water supplies from the Truckee Canal. In FY 2018-19 Taggart & Taggart assisted Fernley with the development and submittal of an SF-299 authorization request to the United States Bureau of Reclamation (the "Bureau"). During FY 2019-20, Taggart & Taggart assisted Fernley with responding to additional records requests and meeting with Bureau staff to assist with their review. During FY 2020-21 the Bureau issued

a Finding of No Significant Impact for the project and Fernley received approval of its SF-299 authorization request. Construction of the project began in FY 2021-22. Taggart & Taggart is assisting with legal issues related to the project and will take the lead in working with the Nevada Division of Water Resources on reallocating existing will-serve commitments to surface water permits.

Mid/long-term Agreements

Another possible way to put surface water supplies to beneficial use involves entering mid/long-term agreements with Pyramid Lake Paiute Tribe (PLPT), Tahoe Reno Industrial Center (TRIC), Truckee Meadows Water Authority (TMWA), NV Energy, or others. This is an ongoing program that involves identifying potential opportunities, negotiating these agreements and ensuring that they are within statutory and regulatory requirements. In 2021-22 Fernley began leasing water on a temporary basis to NV Energy for use at its Tracy power generation facility. Based on the success of this program, NV Energy has asked to negotiate a longer-term agreement. During the upcoming fiscal year, Taggart & Taggart will take the lead in negotiating this agreement and presenting it for final approval.

Dedication Matters

This is an ongoing effort that involves legal review of proposed dedications and assignments of surface water rights. Taggart & Taggart reviews all proposed dedications and assignments to identify any legal issues with related to title to the water rights or issues with the permits themselves. In FY 2022-23 Taggart & Taggart will take the lead on discussions with NDWR regarding the appropriate dedication rate for will-serves issued in reliance on surface water permits.

Surface Water Applications

From time to time, the City must file applications to change the place of use and manner of use of dedicated surface water rights. In the event any applications are filed in fiscal year 2022-23, this item involves preparation and review of applications and support through the administrative review process.

In all cases, a catalogue of existing commitments on City surface water rights is required to understand the timing and obligations of the City's surface water bank.

Truckee Canal Advocacy Program

Based on developments over the past several years, the City made the decision enter into discussions with the Bureau regarding the historic development of the community as a direct and intended result of the creation of the Truckee Canal, as well as the community's ongoing reliance on the facility. The Truckee Canal is a vital piece of the community's water infrastructure and is the ultimate source of most of Fernley's existing and future water supplies. Water infiltrated into the groundwater aquifer from the canal is the single largest source of aquifer recharge. In order to accomplish the goal of a establishing a long-term reliable community water supply, the

community's reliance on the canal should be further explored, explained, and accepted by the parties on the river system through media, workshops, meetings, and other outreach. Accomplishing this goal will require:

Negotiations with the Bureau of Reclamation and other parties

The Bureau built the Truckee Canal and is responsible for its ongoing operations. In order to maintain municipal water supplies, this is an ongoing program that involves communication and negotiations with the Bureau, the Pyramid Lake Paiute Tribe ("PLPT), and the State Engineer as well as possible meetings with Congressional staff and State representatives.

Litigation Regarding Canal Operations

The previous item was intended to reduce or eliminate the possibility of litigation and is ongoing. However, during FY 2020-21, the Bureau issued a final Environmental Impact Statement ("EIS") and Record of Decision ("ROD") to move forward with a project that will install an impermeable liner in Truckee Canal thereby cutting off most recharge to the groundwater aquifer. In response, Taggart & Taggart prepared and filed litigation in the federal district court seeking to invalidate the EIS and ROD and declare Fernley's right to continued recharge from the canal. The litigation is now before the United States Ninth Circuit Court of Appeals. During FY 2022-23, Taggart & Taggart will be drafting and submitting briefs to the Court in support of Fernley's position.

Water Workshop

In the past, Taggart & Taggart has assisted Fernley with hosting a community water workshop, designed to inform both City Council members and other regional leaders about Lower Truckee River water facilities and issues. During FY 2021-22 Taggart & Taggart hosted a water workshop with the City Council and also conducted one-on-one briefings with certain council members to provide additional education regarding water issues. With the recent resignation of the City Manager, Taggart & Taggart will provide additional briefings to the newly appointed City Manager.

Stakeholder Organization

Fernley has taken the lead on organizing the various interested parties to participate in the Truckee Canal decision-making process. Other stakeholders have now intervened on the City's behalf in the lawsuit over the Bureau's EIS. Taggart & Taggart will continue working with these stakeholders, and other parties, to coordinate legal strategy and public support for Fernley's litigation position.

Strategic Negotiations Plan

Negotiations and partnering on the Truckee River system and the Newlands Reclamation Project should be continued in order to strategically position the City to obtain its mission of developing a

long-term reliable community water supply, and to concurrently limit the City's long-term litigation costs. Strategic negotiations and partnering may lead to resolution or mitigation of disputes involving deed restrictions, water exchanges, and the Water Rights Acquisition Program among others. In addition, strategic negotiations may result in future funding or cost sharing for development of required capital improvements such as the aforementioned takeout structure and pipeline needed to convey surface water from the canal to Fernley's municipal water system.

TCID Administrative Matters and Negotiations

City surface water rights are delivered through the Newlands Project, which is operated by TCID. This ongoing item involves engaging in continuing negotiations with TCID and dealing with other TCID administrative matters which may arise from time to time including developing a schedule and process for deliveries of surface water to the municipal treatment facility, developing strategy regarding TCID's negotiation of a repayment contract for the Truckee Canal XM project, and addressing issues related TCID elections.

TROA Administration Cost Sharing

Fernley is a party to the Truckee River Operating Agreement ("TROA"). TROA includes a cost-sharing formula to fund administrative expenses. The formula allocates costs between Nevada, California, and the federal government but leaves it up to each of the states to determine how to allocate their share of the costs. In FY 2018-19, the Nevada parties reached a tentative agreement on how to allocate Nevada's share of the Costs. Taggart & Taggart represented the City in these discussions. During 2021-22 Taggart & Taggart took the lead in negotiating a five-year extension of the agreement and getting it approved by the City Council. In FY 2022-23, Taggart & Taggart will assist Fernley with legal compliance issues related to the funding agreement.

TROA Scheduling and Coordination

As a party to TROA, Fernley is a participant in TROA scheduling and coordination matters. Taggart & Taggart will continue to assist the City, and the City's outside technical consultants, with these activities including attending scheduling meetings, coordination with the Federal Watermaster, coordination with other scheduling parties, and coordination with TCID for delivery of both direct river diversions and diversions of water to or from upstream storage facilities. In addition, TROA provides for an alternative dispute resolution ("ADR") process. Taggart & Taggart will represent the City in any ADR hearings or negotiations.

Water Right Dedications

This task is ongoing and involves two main parts, the water rights incentivization program, and the administrative requirements of the dedication process itself.

Administrative Matters Involving Proposed Dedications

This part of this task involves the legal review of dedication packages for water rights that are offered for dedication to the City of Fernley. When potential dedicators want to dedicate water rights to the City of Fernley, they are required to provide certain information to the City of Fernley and the City then reviews that information and the water rights to see if the water rights are in good standing and the dedicator holds a clean title. The legal review involves a review of the water rights, drafting the water right deed and dedication agreement, and searching title records for conflicting claims. The review is completed by providing a recommendation to the City of Fernley of whether to accept the dedication.

Administrative Matters Involving the Maintenance of Fernley's Water Rights Bank

Oftentimes, when water rights are dedicated to the City the dedicator "banks" the water associated with the rights to use for later will-serve requests. The interest in the banked water is assignable to third-parties. The city uses a water banking database to track the ownership, assignment, and use of the banked rights. This task provides for the review of proposed assignment agreements and the resolution of any disputes that may arise as a result of the assignment of banked water rights. Fernley also has entered into long-term development agreements with various large developers that include provisions related to the banking and use of previously dedicated water rights. This task also includes periodic review of those agreements and negotiations with developers when such agreements come up for renewal or extension.

Litigation Over Banked Water

From time to time, disputes emerge regarding the ownership of the equitable interest in water rights banked with the City. This often occurs when an unfinished development is foreclosed on. If the parties cannot reach agreement, the only way to resolve the dispute is to litigate a quiet title action. Because the City holds legal title to the water rights, it is a necessary party to any such litigation.

Administrative Matters Pertaining to Existing Groundwater Rights

From time to time, administrative matters arise which relate to existing City groundwater rights. Proofs of beneficial use, proofs of completion of works, and extensions for filing those documents must be filed with the State Engineer. Additionally, applications to change the points of diversion of rights may be required to optimize resources. This item involves filing the required documents with the Nevada Division of Water Resources and supporting them through the administrative process and any subsequent litigation.

Municipal Code Review and Revision

From time to time, Fernley Municipal Code, particularly that part related to water issues, must be updated to accurately reflect new or changed City policies, or to comply with Nevada statutes. This task involves assistance in drafting City Resolutions and Ordinances, along with the documents that

must be presented with them for the review of City Council, as well as attending meetings with the Council to clarify the updated code sections.

Upstream Storage Contract

In FY 2016-17 the City finalized a contract with the Bureau that allows the City to store water in upstream reservoirs in accordance with the provisions of TROA. Since FY 2020-21 the City has been establishing credit water in the reservoirs. Taggart & Taggart will provide ongoing assistance to the City with contract implementation and compliance issues and with strategic decision making regarding the quantity of water that needs to be retained in storage to support surface water will-serve commitments.

Long-Term Water Resource Planning

Fernley has a diverse mix of surface and groundwater resources and has acquired upstream storage capabilities. In addition, there are several potential groundwater importation projects that could provide additional future resources. In FY 2019-20 Fernley approved a comprehensive long-term water resources plan. This plan will assist the City in making strategic decisions related to capital expenditures and the conjunctive management of the City's water resources. During 2022-23 Taggart & Taggart will assist the City with continued implementation and updating of the water resources plan.

State Legislative and Regulatory Proposals

Taggart & Taggart regularly assists the City, and the City's registered lobbyists, with reviewing proposed regulations and legislation that would impact municipal water operations. The Legislature will host its bi-annual regular session during February – June of 2023. During FY 2022-23, Taggart & Taggart will assist the City as needed in preparing for and participating in the Legislative session.

**ATTACHMENT B
STANDARD FEE SCHEDULE
FERNLEY FISCAL YEAR 2022/2023**

Senior Partner	\$335	Per Hour
Partner	\$260	Per Hour
Senior Associate	\$235-\$250	Per Hour
Associate Attorney	\$175-225	Per Hour
Paralegal	\$125-140	Per Hour
Law Clerk	\$85-100	Per Hour
Technical Support	\$70.00	Per Hour



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Patrick Marsh, Acting City Manager

FINANCIAL IMPACT:

Yes:X No:

CURRENTLY BUDGETED:

Yes:X No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to approve a Contract for Water Rights Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$60,000 for FY 2022-2023.

AGENDA ITEM BRIEF:

The proposed contract is for Resource Concepts Inc. to provide water rights engineering services and water rights dedication services for FY 2022/2023 (in compliance with established City of Fernley Council priorities) in an amount not to exceed \$60,000.

RECOMMENDED MOTION:

"I move to approve the annual contract for Water Right Engineering Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$60,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may:

- Not approve the contract and direct the ACM to look for other possible companies for water right protection

services.

- Request additional information.

BACKGROUND:

Currently, the City holds water rights for approximately 8,900 acre-feet annually (AFA) for groundwater in the Fernley Hydrographic Area and 2,100 AFA for groundwater in the Brady's Hot Springs Hydrographic Area. In addition, the city has approximately 9,700 AFA of Truckee River under Claim No. 3 of the Orr Ditch Decree. The City's current total volume of water rights for municipal purposes is approximately 20,700 AFA. These water rights are a significant asset to the City of Fernley and require on-going maintenance of these rights in order to protect them from forfeiture. The City of Fernley also requires the review and processing of water rights dedications.

Resource Concepts Inc. will generally provide the following types of services on an as needed, per project basis:

1. Water right document processing that ensures the City's water right paperwork is prepared and submitted to the Nevada Division of Water Resources (NDWR) in a professional and timely manner.
2. Additional water right related work as determined by the City.

As the City continues to establish its upstream storage contracts, RCI is prepared to coordinate the release of these waters into the City's water operations plan.

Specifics for the above can be found in the attached staff report and Attachment A of the contract – Scope of Work. The fees for the contract are outlined in Attachment B- Fee Schedule and the total amount is not to exceed \$60,000 (excluding state permit fees) for the annual contract. Council approved RCI for Water Rights Services for FY 2018-19, FY 2019-20, FY 2020-21, and FY 2021-22. Continuity is key to tracking and protection the numerous water rights that the city of Fernley has banked. Staff recommends contracting with the current consultant as they provide excellent services.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625.050 Practice of Professional Engineering

FINANCIAL IMPLICATIONS:

Adequate funds have been budgeted for FY 2022-2023 to cover water rights engineering services.

ATTACHMENTS:

1. 2022.07.06 Staff Report - Resource Concepts Inc Contract 2022-2023 Water Rights
2. Resource Concepts Inc WR Contract FY2022-2023 rev 1



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council
REPORT FROM: Patrick Marsh, Acting City Manager
REVIEWED BY: Brandi Jensen, City Attorney
REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-810-698

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

AGENDA ITEM: Possible Action to approve a Contract for Water Rights Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$60,000 for FY 2022-2023.

Agenda Item Brief: The proposed contract is for Resource Concepts Inc. to provide water rights engineering services and water rights dedication services for FY 2022/2023 (in compliance with established City of Fernley Council priorities) in an amount not to exceed \$60,000.

Recommended Motion:

"I move to approve the annual contract for Water Right Engineering Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$60,000."

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:

The Council may:

- Not approve the contract and direct the ACM to look for other possible companies for water right protection services.
- Request additional information.

BACKGROUND:

Currently, the City holds water rights for approximately 8,900 acre-feet annually (AFA) for groundwater in the Fernley Hydrographic Area and 2,100 AFA for groundwater in the Brady's Hot Springs Hydrographic Area. In addition, the city has approximately 9,700 AFA of Truckee River under Claim No. 3 of the Orr Ditch Decree. The City's current total volume of water rights for municipal purpose is approximately 20,700 AFA. These water rights are a significant asset to the City of Fernley and require on-going maintenance of these rights in order to protect them from forfeiture. The City of Fernley also requires the review and processing of water rights dedications.

Resource Concepts Inc. will generally provide the following types of services on an as needed, per project basis:

1. Water right document processing that ensures the City's water right paperwork is prepared and submitted to the Nevada Division of Water Resources (NDWR) in a professional and timely manner – including:
 - 1.1. The preparation and submission of water rights Change Applications and supporting maps, Applications for Extensions of Time, Proofs of Completion, and Proofs of Beneficial Use to NDWR.
 - 1.2. Groundwater pumpage tracking and associated monitoring plan submittals to NDWR.
 - 1.3. Assist in coordination between the City and Churchill County regarding annual Temporary Change Applications.
 - 1.4. Coordinate the permitting requirement of the City's surface water lease program with NDWR.
2. Additional water right related work as determined by the City – including, but not limited to:
 - 2.1. Coordination with the Truckee Carson Irrigation District (TCID) regarding the City's current and future water rights.
 - 2.2. The review of water rights dedication packages received by the City – including deed(s), deed exhibits, and other required documentation.
 - 2.3. Yearly review of optimization plan and preparation of summary action list for implementation by City staff.
 - 2.4. Administration of Truckee River Operating Agreement meetings and management of the associated water storage schedules.

As the City continues to establish its upstream storage contracts, RCI is prepared to coordinate the release of these waters into the City's water operations plan.

Specifics for the above can be found in the attached staff report and Attachment A of the contract – Scope of Work. The fees for the contract are outlined in Attachment B- Fee Schedule and the total amount is not to exceed \$60,000 (excluding state permit fees) for the annual contract. Council approved RCI for Water Rights Services for FY 2018-19, FY 2019-20, FY 2020-21, and FY 2021-22. Continuity is key to tracking and protection the numerous water rights that the city of Fernley has banked. Staff recommends contracting with the current consultant as they provide excellent services.

LEGAL IMPLICATIONS:

NRS 625.050 Practice of Professional Engineering

FINANCIAL IMPLICATIONS:

Adequate funds have been budgeted for FY 2022-2023 to cover water rights engineering services.

ATTACHMENTS:

Resource Concepts Inc WR Contract FY2022-2023

Attachment A – Scope of Work

Attachment B – Fee Schedule

CONTRACT

A Contract For Professional Services

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Resource Concepts Inc., a Corporation, whose address is 340 N. Minnesota Street, Carson City, NV 89703 ("Consultant").

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

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

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

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

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

2. **CONSULTANT'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

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A Contract For Professional Services

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

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Consultant 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.** Consultant 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.** Consultant shall submit an invoice for payment for the services provided by Consultant based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

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A Contract For Professional Services

- d. **Timeliness of Billing.** Consultant acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
- e. **Dispute:** If the City disputes a payment or portion thereof that a design professional alleges is due, the city must dispute the matter in a written notice and no later than 30 days after the design professional submits the notice of payment. If the City fails to pay the invoice amount in a timely manner than a penalty of \$100 will be imposed.
- f. **Not to Exceed.** The maximum amount payable to Consultant to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Consultant may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Consultant shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1 & 2) \$60,000

Subtotal OPTIONAL Professional Services: (N/A) \$0

Total NTE Amount (OPTIONAL Services- N/A) \$60,000

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, 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 Consultant: Resource Concepts Inc.
340 N. Minnesota Street
Carson City, NV 89703

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A Contract For Professional Services

INSPECTION & AUDIT:

- a. **Books and Records.** Consultant agrees to keep and maintain under general accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Consultant agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Consultant 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 Consultant where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contract under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Consultant 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 Consultant with ten (10)

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days' prior written notice to Consultant. In the event of termination, without cause or default, the City agrees to pay Consultant for the services performed before the date that notice of termination is received by Consultant.

- c. **Termination for Non-Appropriation.** Consultant acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
 - i. If Consultant 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 Consultant 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 Consultant shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Consultant: (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.

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A Contract For Professional Services

- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Consultant shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Consultant shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
- 6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
- 7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract. In the event of an action to enforce the contract, the prevailing party is entitled to reasonable attorney's fees and costs.

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A Contract For Professional Services

8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Consultant, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
10. **INDEMNIFICATION:** The City does not require the Consultant to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.
- a. The City does require the Consultant to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant in the performance of the contract.
 - b. The City does not require the Consultant to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant.
 - c. The City does require the Consultant to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the

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A Contract For Professional Services

negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are not based upon or arising out of the professional services of the Consultant.

11. INDEPENDENT CONTRACTOR: Consultant 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, Consultant 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 Consultant or any other party. Consultant 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 Consultant or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Consultant 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 Consultant nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

12. INSURANCE: Unless expressly waived in writing by the City, Consultant shall, at Consultant'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. Consultant shall not commence work before Consultant 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 Consultant. Consultant's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Consultant 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 Consultant has knowledge of any such failure, Consultant shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

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CONTRACT

A Contract For Professional Services



- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Consultant and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Consultant shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Consultant shall complete and provide the following written request to a qualified insurer: Resource Concepts Inc. 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 Consultant is required to maintain. The certificate and notice should be mailed to:

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

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



- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- i. Retroactive date: Prior to commencement of the performance of this Contract
 - ii. Discovery period: Three (3) years after the termination date of this Contract.
- c. **General Requirements.**

CONTRACT

A Contract For Professional Services

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Consultant, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
 - ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
 - iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Consultant 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 Consultant from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
 - v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Consultant must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Consultant.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

CONTRACT

A Contract For Professional Services

- iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
- iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Consultant. Neither approval by the City nor failure to disapprove the insurance furnished by Consultant shall relieve Consultant of Consultant'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 Consultant 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. Consultant will mail all required insurance documents to the City at the address identified in section 4 of this Contract.
- e. **Failure to Maintain Required Coverages**. If Consultant fails to carry the required insurance, the City may: (i) order Consultant to stop further performance of the Contract, and declare Consultant in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Consultant or charge the replacement insurance costs back to Consultant.

13. COMPLIANCE WITH LEGAL OBLIGATIONS: Consultant 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 Consultant to provide the goods or services required by this Contract. Consultant 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 Consultant in accordance with NRS 361.157 and 361.159. Consultant agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

14. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

15. SEVERABILITY: If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed

CONTRACT

A Contract For Professional Services

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

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

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Consultant (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 Consultant upon completion, termination, or cancellation of this Contract. Consultant shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

18. PUBLIC RECORDS: Pursuant to NRS 239.010, information or documents received from Consultant 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. Consultant may label specific parts of an individual document as a "trade secret" or "confidential," provided that Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

- a. Consultant certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-

CONTRACT

A Contract For Professional Services

specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

- b. Consultant 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. Consultant 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.)

20. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017): By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. PROPER AUTHORITY: Consultant represents and warrants Consultant has full power and authority to enter into this Contract. Any services performed by Consultant before this Contract is effective or after it ceases to be effective are performed at the sole risk of Consultant.

23. GOVERNING LAW; VENUE: This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this

CONTRACT

A Contract For Professional Services

Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

24. INTEGRATED CONTRACT: This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

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

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

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

CONTRACT

A Contract For Professional Services

and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

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

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

30. NON-DISCRIMINATION: In connection with the performance of work under this Contract, Consultant 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. Consultant further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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CONTRACT

A Contract For Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract For Professional Services

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

CONSULTANT:

BY: _____

TITLE: _____

FIRM: RESOURCE CONCEPTS INC.
Carson City, NV 89703

BUSINESS LICENSE #: _____

ADDRESS: 340 N. Minnesota Street
CITY: Carson City STATE: NV ZIP CODE: 89703
TELEPHONE: 775-883-1600
E-MAIL ADDRESS: info@rci-nv.com

(Signature of Consultant)



May 23, 2022

Mr. Patrick Marsh, City Manager
City of Fernley
Public Works
595 Silver Lace Blvd.
Fernley, NV 89408

Subject: Fiscal Year 2022/2023 Scope of Work and Fee Schedule

Dear Mr. Marsh:

Thank you for allowing Resource Concepts, Inc. (RCI) to provide our services for the City of Fernley (City) in the management of your water rights. Please see our updated Scope of Work for the fiscal year 2022/2023 and cost estimate for professional services offered for your consideration.

1. Water right document processing that ensures the City's water right paperwork is prepared and submitted to the Nevada Division of Water Resources (NDWR) in a professional and timely manner – including:
 - 1.1. The preparation and submission of water rights Change Applications and supporting maps, Applications for Extensions of Time, Proofs of Completion, and Proofs of Beneficial Use to NDWR.
 - 1.2. Groundwater pumpage tracking and associated monitoring plan submittals to NDWR.
 - 1.3. Assist in coordination between the City and Churchill County regarding annual Temporary Change Applications.
 - 1.4. Coordinate the permitting requirement of the City's surface water lease program with NDWR.
2. Additional water right related work as determined by the City – including, but not limited to:
 - 2.1. Coordination with the Truckee Carson Irrigation District (TCID) regarding the City's current and future water rights.
 - 2.2. The review of water rights dedication packages received by the City – including deed(s), deed exhibits, and other required documentation.
 - 2.3. Yearly review of optimization plan and preparation of summary action list for implementation by City staff.
 - 2.4. Administration of Truckee River Operating Agreement meetings and management of the associated water storage schedules.

As the City continues to establish its upstream storage contracts, RCI is prepared to coordinate the release of these waters into the City's water operations plan.

Mr. Patrick Marsh, City Manager

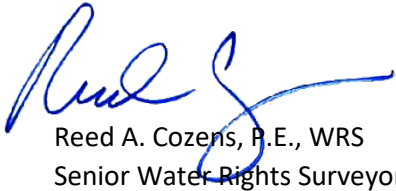
May 23, 2022

Page 2

This work will not exceed \$60,000 annually, excluding necessary state permit fees. The cost of services will be accomplished on a "Time and Materials" basis, as determined by the RCI Fee Schedule attached to and made a part of this proposal. Additional professional services not related to this water right proposal can be performed by RCI at the request of the City for a professional fee as determined by the RCI Fee Schedule then in effect.

Please feel free to contact us with any questions or comments regarding the proposed work plan. We look forward to working with you again.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Reed A. Cozens', with a stylized flourish extending to the right.

Reed A. Cozens, P.E., WRS
Senior Water Rights Surveyor

RAC/ca

Attachment



2022 WATER RIGHTS FEE SCHEDULE

		Billing Rate (\$)
WATER RIGHTS SERVICES	Principal Water Rights Specialist	210.00
	Water Rights Project Manager	190.00
	Senior Water Rights Surveyor.....	175.00
	Water Rights Surveyor	165.00
	Senior Water Rights Specialist.....	155.00
	Water Rights Specialist II	130.00
	Water Rights Specialist I	120.00
	Water Rights Technician II.....	105.00
	Water Rights Technician I	95.00
MAPPING SERVICES (CAD & GIS)	Mapping Specialist II.....	105.00
	Mapping Specialist I.....	100.00
	Mapping Analyst.....	90.00
	Mapping Technician II	80.00
ADMINISTRATIVE SERVICES	Mapping Technician I	70.00
	Accounting/Business Manager	100.00
	Computer Technician	100.00
	Accounting Staff	80.00
	Desktop Publisher.....	85.00
	Word Processor	75.00
	Secretary	65.00
Travel Expenses	Technical Aide.....	50.00
	Mileage	.75¢ mile
	ATV Use	150.00 day
	UTV Use.....	200.00 day
	<u>Per Diem:</u> Per State (GSA) Rates for Meals & Incidentals.....	Varies by Location
Copies, Prints & Plots (b/w & color)	Lodging	Cost Plus 15%
	8½" x 11" to 11" x 17" black/white prints & copies.....	.15¢ each
	8½" x 11" to 11" x 17" color prints & copies	.50¢ each
	24" x 36" & up black/white plots	3.00 each
	24" x 36" & up color plots	8.00 each
	24" x 36" Mylar.....	20.00 each
GIS Prints & Plots* (color)	8½" x 11" to 11" x 17" GIS color prints.....	3.00 each
	24" x 36" GIS color plot	15.00 each
	Up to 36" x 72" GIS custom color plot.....	20.00 each
* When using an aerial, photo or quad background		
Third-Party Administrator Fees		Cost Plus 15%
Other Reimbursable Expenses		Cost Plus 15%
Consultants/Contractors		Cost Plus 15%
Legal Services	Depositions and Preparation	1.5x regular hourly rate
	Expert Witness Testimony and Preparation	2x regular hourly rate

Terms of Payment Invoices are due upon presentation and are past due thirty (30) days from invoice date. Past due accounts are subject to one and one-half percent (1½ %) service charge per month, or the maximum allowed by law. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. Time and expenses incurred (including any attorney's fees and collection costs) will be added to the total amount due. RCI accepts credit card payments, subject to a 3% convenience fee.

This confidential information is intended only for the use of **City of Fernley** and is valid for the attached proposal for professional services dated **May 23, 2022**. This information should not be distributed without the written authorization of RCI.

CARSON CITY
340 North Minnesota St.
Carson City, NV 89703-4152
(775) 883-1600 • fax: (775) 883-1656

Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com

LAKE TAHOE
276 Kingsbury Grade, Ste. 20, Stateline, NV
PO Box 11796, Zephyr Cove, NV 89448-3796
(775) 588-7500 • fax: (775) 589-6333



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Dave Whalen, Public Works Director

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:X No:	Yes:X No:	510-810-430

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to approve the ratification of expenditures for the emergency rebuild of the Fernley Municipal Well #11 pump and replacement of column for an amount not to exceed \$72,703 to Carson Pump.

AGENDA ITEM BRIEF:

Well #11 is one of six municipal wells that supplies drinking water to the residents of Fernley. This well has been in operation since 1996 and is vital to our distribution system. An emergency repair was needed to get the well back into the supply system as demand was increasing. The expenditure was budgeted, but the cost was above the City Manager's spending limit, hence the request for ratification of the expenditure. The invoice was paid to Carson Pump on April 21, 2022, so the expenditure is in the proper fiscal years budget.

RECOMMENDED MOTION:

"I move to approve the ratification of expenditure for the emergency rebuild of Fernley Municipal Well #11 well pump and column for an amount not to exceed \$72,703 to Carson Pump."

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 vote to deny the staff request to ratify the purchase and give directions to the city manager for an alternative.

BACKGROUND:

Well #11 is one of six municipal wells that supplies drinking water to the residents of Fernley. This well has been in operation since 1996. It is approximately 770 feet deep and is vital to our distribution system as it is one of our largest production wells. See attached Staff Report for additional information.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: NRS 445A, NRS 332

FINANCIAL IMPLICATIONS:

The work is budgeted for the Maintenance GL of Water Distribution. The invoice was paid to Carson Pump on April 21, 2022, so the expenditure is in the proper fiscal year's budget.

ATTACHMENTS:

1. 2022.07.06 Carson Pump Well 11 emergency rebuild Staff Report
2. Carson Pump Invoice-4715 (paid 4-21-22) and spec sheet
3. Carson Pump Well 11 Emergency Repair- Short Form Contract



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Dave Whalen, Public Works Director

REPORT THRU: Patrick Marsh, Acting City Manager

REVIEWED BY: Brandi Jensen, City Attorney

REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-810-430

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

AGENDA ITEM: Possible Action to approve the ratification of expenditures for the emergency rebuild of the Fernley Municipal Well #11 pump and replacement of column for an amount not to exceed \$72,703 to Carson Pump.

Agenda Item Brief: Well #11 is one of six municipal wells that supplies drinking water to the residents of Fernley. This well has been in operation since 1996 and is vital to our distribution system. An emergency repair was needed to get the well back into the supply system as demand was increasing. The expenditure was budgeted, but the cost was above the City Manager's spending limit, hence the request for ratification of the expenditure. The invoice was paid to Carson Pump on April 21, 2022, so the expenditure is in the proper fiscal years budget.

Recommended Motion:

"I move to approve the ratification of expenditure for the emergency rebuild of Fernley Municipal Well #11 well pump and column for an amount not to exceed \$72,703 to Carson Pump."

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 reports for background, analysis, alternatives.

ALTERNATIVES:

City Council may vote to deny the staff request to ratify the purchase and give directions to the city manager for an alternative.

BACKGROUND:

Well #11 is one of six municipal wells that supplies drinking water to the residents of Fernley. This well has been in operation since 1996, it is approximately 770 feet deep and is vital to our distribution system as it is one of our largest production wells.

Due to the well's age and high demand, along with operational problems that have been experienced during well operations, Public Works staff contracted Carson Pump to remove the pump assembly to inspect well components. Public Works conducts an annual rotation with all well facilities to ensure the wells are performing properly and this year well #11 was in the rotation for an inspection. The removal and inspection services generally cost under \$10,000 and are budgeted. Approximately 230 feet of the pump water column and line shaft were removed along with the pump bowls. Upon inspection, the column pipe, line shaft, and bearings were found to be deteriorated and needed to be replaced. Due to the age of the facility, it was also necessary to rebuild the 5-stage bowls that are attached to the shaft due to wear and to replace worn components.

The well was brushed and bailed to develop the flow of the well's gravel pack and clean the interior of the well casing. The before and after video inspection of the length of the well casing it was discovered that the well should receive a chemical treatment due to an abundance of mineral deposits within the slotted screen and gravel pack that could not be released with brushing and bailing. A chemical treatment will be done in the future. Once the well was disassembled and inspected it was determined by staff that an emergency repair was needed to the well components in order to get the well back in operation due to increasing water demands citywide. This is one of our main production wells. The City Manager was notified, and staff instructed Carson Pump to proceed with the rebuild. Due to supply chain issues and scarcity of materials, the well #11 rebuild cost was significantly higher than previous years. In comparison, Municipal Well #14 costs were on the order of \$40K in April of 2021 for a similar sized well.

Staff is asking council to ratify the expenditures since it exceeds the \$25,000 signing limit of the City Manager.

LEGAL IMPLICATIONS:

Nevada Statutes: NRS 445A, NRS 332

FINANCIAL IMPLICATIONS:

The work is budgeted in the Maintenance GL of Water Distribution. The invoice was paid to Carson Pump on April 21, 2022, so the expenditure is in the proper fiscal year's budget.

ATTACHMENTS:

- 1.) Carson Pump Invoice 4715 (paid 4/21/22) and Spec sheet
- 2.) Carson Pump Well 11 Emergency Repair- Short Form Contract



P.O. Box 20159
Carson City, NV.
89721
775-888-9926

Invoice

Date	Invoice #
4/4/2022	4715

Bill To

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

P.O. No.	Terms	Project
	Net 30	Well #11

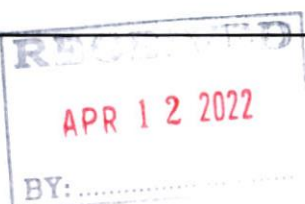
Description	Qty	Rate	Amount
Mobilization and Demobilization of crane and crew to Well #11 for pump removal	1	2,500.00	2,500.00
Remove 230' of 12" X 1-15/16" Floway turbine pump	230	13.00	2,990.00
Conduct video of well after pump removal	1	1,000.00	1,000.00
Line brush 18" blank casing for 2 hrs. and 14" casing for 10 hrs.	12	260.00	3,120.00
Line swab 14" casing for 4 hrs.	4	260.00	1,040.00
Bail debris from well for 4 hrs.	4	260.00	1,040.00
Install combination pumping, swabbing and brushing tool to 730'	730	10.00	7,300.00
13 hrs. to develop 220' of screen by pumping, swabbing and brushing simultaneously	13	350.00	4,550.00
Conduct video of well after cleaning	1	900.00	900.00
7 hrs. shop labor to disassemble Floway model 14FKH, 5 stage bowl assembly, steam clean, check components for wear, replace worn parts and reassemble	7	110.00	770.00
Rebuild 14 FKH, 5 stage bowl with new bronze bearings, outlet bearing and bowl shaft	1	2,239.00	2,239.00
Furnish 230' of 12" X 1-15/16" water lube column assembly with 416 stainless steel line shaft and bronze bearing retainers with new rubber bearings	230	182.00	41,860.00
Furnish new 1-15/16" X 32", 416 s/s top stuffing box shaft	1	294.00	294.00
Furnish and install new 1-15/16" X 2-1/4" X 3" bronze stuffing box bearing	1	110.00	110.00
Reinstall 230' of 12" Floway turbine pump	230	13.00	2,990.00

Thank you for your business.

Subtotal \$72,703.00

Sales Tax (7.1%) \$0.00

Total \$72,703.00

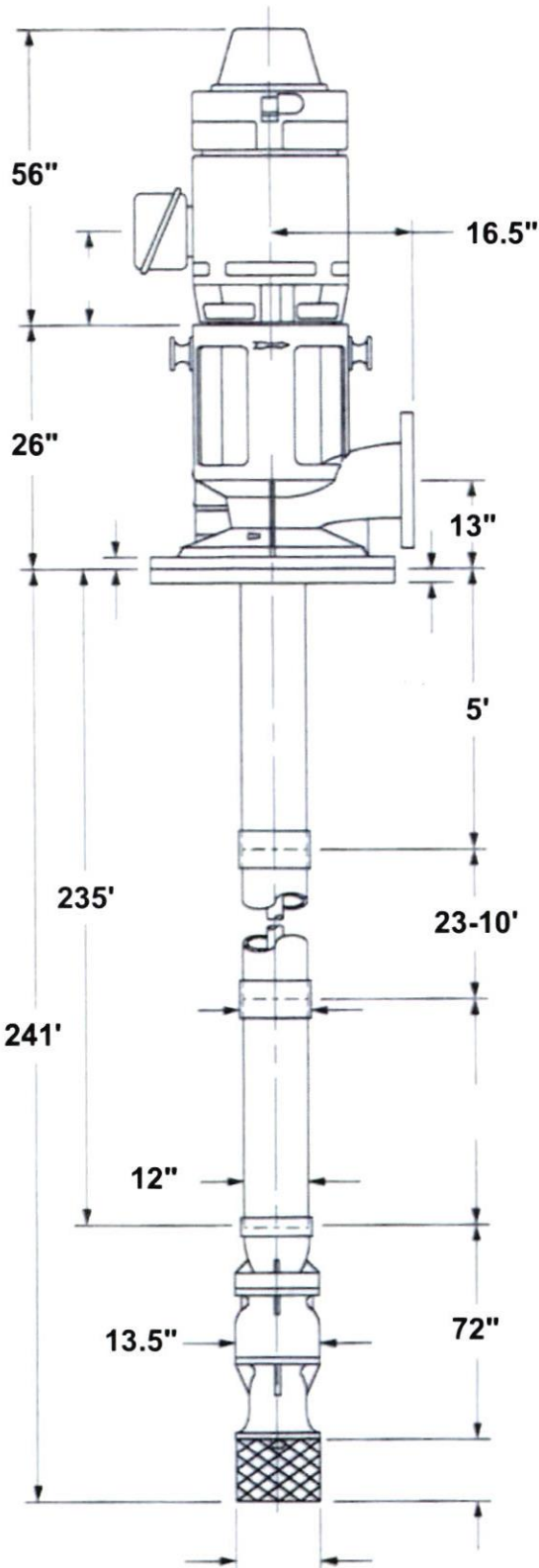




City of Fernley

Well #11

Pump installed 03/30/2022



Motor

Make: General Electric Enclosure: WPI
N.R.R. ☒ S.R.C. ☐ H.P. 300 S.F. 1.15 R.P.M. 1800
Phase: 3 Cycle: 60 Voltage: 460 V.H.S. ☒ V.S.S. ☐
Other Motor Info: Motor c/d is 56" Frame - L445 TP
340 full load amps
1-11/16" drive coupling

Pump

Bowl Type: Floway model 14 FKH
G.P.M. 2,000 T.D.H. 310 Number of Bowl Stages: 4
Impeller Type: enclosed Impeller Dia. 9.12"
Other Pump Info: Column assembly is 12" X 1-15/16" w/l
New 12" column and new 1-15/16" 416 s/s lineshaft and new
bronze bearing retainers. Bowl was rebuilt with new bearings & shaft.

Discharge Head: Floway model Type A
Discharge Flange: 14" X 150# Seal Type: mechanical
Other info: Discharge head has mechanical split seal

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and Carson Pump, LLC

1. **CONTRACT TERM.** This Contract shall be effective from 7/1/21 to 7/1/22.

2. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified: Well 11 pump repair work estimate 2520 and 2519- Paid Invoice 4715 for \$72,703- work described in attachment

The City will pay the Contractor a not-to-exceed (NTE) amount of \$ 72,703 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 # 39920A

TITLE: _____

ADDRESS: P.O. Box 20159 Carson City, Nevada 89721

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams

FINANCIAL IMPACT:

Yes:x No:

CURRENTLY BUDGETED:

Yes:x No:

FUND/ACCOUNT:

510-810-430
520-810-430
510-840-430

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to Approve award of an annual 2022-2023 Material Supplier Contract to Western Nevada Supply in amount not to exceed the unit pricing listed in the attached inventory pricing list.

AGENDA ITEM BRIEF:

This is an annual contract award for Material Supplies for City of Fernley water distribution, water treatment and wastewater departments. This can include such things as meters, piping, fire hydrants, boxes and lids, etc.
(Inventory Pricing List)

RECOMMENDED MOTION:

"I move to approve award of an annual 2022-2023 Material Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list".

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can deny the purchase and instruct the city manager for alternatives.

BACKGROUND:

The City contracts with a local material supplier to obtain supplies and equipment at fixed unit costs. The supplier provides water and wastewater supplies such as water meters, water and sewer pipe, fire hydrants, manhole lids, valve covers, etc. to the City of Fernley Public Works Department.

This contract is renewed annually and helps the city to “lock in” prices for the year and allow for more accurate budgeting.

These materials are vital for the operation and maintenance of the City’s infrastructure.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: NRS 332

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, the Lyon County News Leader and the City of Fernley website on 4/6/2022, 4/13/2022, and 4/27/2022. Closing Date 5/3/2022. One bid was received.

Western Nevada Supply was the only bid received for the Annual Material Supplier Contract.

FINANCIAL IMPLICATIONS:**ATTACHMENTS:**

1. Annual_Contract-2022-2023_Material_Supplier
2. 2022 Materials Bid Opening Table-Final
3. Inventory Pricing List



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT THRU: Patrick Marsh, Interim 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:

510-810-430
520-810-430
510-840-430

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

AGENDA ITEM: (Possible action) Approve award of an annual 2022-2023 Material Supplier Contract to Western Nevada Supply in amount not to exceed the unit pricing listed in the attached inventory pricing list.

Agenda Item Brief: This is an annual contract award for Material Supplies for City of Fernley water distribution, water treatment and wastewater departments. This can include such things as meters, piping, fire hydrants, boxes and lids, etc. (Inventory Pricing List)

Recommended Motion:

"I move to approve award of an annual 2022-2023 Material Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list".

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:

BACKGROUND:

The City contracts with a local material supplier to obtain supplies and equipment at fixed unit costs. The supplier provides water and wastewater supplies such as water meters, water and sewer pipe, fire hydrants, manhole lids, valve covers, etc. to the City of Fernley Public Works Department.

This contract is renewed annually and helps the city to “lock in” prices for the year and allow for more accurate budgeting.

These materials are vital for the operation and maintenance of the City’s infrastructure.

PRIOR COUNCIL ACTION

August 4, 2021, Possible award of 2021-2022 Material Supplier Contract to Western Nevada Supply, **Motion Passed**

June 17, 2020, Possible award of 2019-20 Material Supplier Contract to Western Nevada Supply, **Motion Passed**

June 5, 2019, Possible award of 2019-20 Material Supplier Contract to Western Nevada Supply, **Motion Passed**

LEGAL IMPLICATIONS:

Nevada Statutes: NRS 332

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, the Lyon County News Leader and the City of Fernley website on 4/6/2022, 4/13/2022, and 4/27/2022. Closing Date 5/3/2022. One bid was received.

Western Nevada Supply was the only bid received for the Annual Material Supplier Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- 1.) City of Fernley Standard Contract
- 2.) Bid Tab
- 3.) Inventory Pricing List

CONTRACT

A Contract for Material Supplier

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

and

Western Nevada Supply
ATTN: Rod Smith
950 S. Rock Blvd
Sparks, NV 89431

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, July 1, 2022, until June 30, 2023, 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 Material Supplier

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: Western Nevada Supply
 ATTN: Rod Smith
 950 S. Rock Blvd
 Sparks, NV 89431

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 Material Supplier

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 to the City, if funding is not available or if legal restrictions are placed upon the

CONTRACT

A Contract for Material Supplier

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 Material Supplier

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 Material Supplier

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 System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold

CONTRACT

A Contract for Material Supplier

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. CONTACTOR NAME has entered into a contract with Owner to perform work from THE 1st DAY OF July 2022 to THE 30th DAY OF June 2023 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

CONTRACT**A Contract for Material Supplier**

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

B. Commercial General Liability Insurance

1. Minimum Limits required:

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 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

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).
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

D. Umbrella or Excess Liability Insurance

1. May be used to achieve the above minimum liability limits.

CONTRACT

A Contract for Material Supplier

2. Shall be endorsed to state it is "As Broad as Primary Policy"

COF	CTR
-----	-----

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
-----	-----

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 reduced or materially altered and shall provide those 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

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A Contract for Material Supplier

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 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,

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A Contract for Material Supplier

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.

- 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 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.

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A Contract for Material Supplier

- 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. 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.

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- 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 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,

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A Contract for Material Supplier

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.
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.

CONTRACT
A Contract for Material Supplier

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

CITY OF FERNLEY

Public Works Director

Date

City of Fernley Mayor

Date

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

CONTRACT
A Contract for Material Supplier

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

ATTACHMENT A



WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

TO: WATER WORKS QUOTES
950 S ROCK BLVD
SPARKS, NV 89431

DATE: 07/01/22 NO. 992709
EFFECTIVE 07/01/22 TO 06/30/23

TERMS: NET 30 DAYS PAGE# 1
FOB: JOBSITE
PREP. BY: ROD SMITH
775-353-0231
rsmith@gobluesteam.com

JOB:2022-2023 FERNLEY MATERIAL SUP

* CITY OF FERNLEY *

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Western Nevada Supply Co expressly reserves the right to equitably adjust the quoted price at any time prior to shipment in the event that material costs increase for reasons beyond our control

*** SALES TAX NOT INCLUDED ***

Qty	Part #	Description	Price.....	Extended
=====				
1	====> CURB STOP VALVES			
1	WBF1CA0027	CALF 3/4 FIP X FIP CURB STP	78.37	78.37
1	WBF1CA0028	CALF 1 FIP X FIP CURB STP	121.77	121.77
1	WBF1CA0153	CALF 1-1/4 FIP X FIP LOCKWING CU	209.04	209.04
1	WBF1CA0029	CALF 1-1/2 FIP X FIP CURB STP	251.21	251.21
1	WBF1CA0030	CALF 2 FIP X FIP CURB STP	367.61	367.61
SEGMENT 1 TOTAL				1,028.00
2	====> CORP STOP VALVES			
1	WBF1CA0078	CALF 3/4 MIP X MIP CORP STP	67.48	67.48
1	WBF1CA0013	CALF 1 MIP X MIP CORP STP	93.03	93.03
1	WBF1CA0150	CALF 1-1/4 MIP X MIP CORP STP	146.82	146.82
1	WBF1CA0014	CALF 1-1/2 MIP X MIP CORP STP	186.21	186.21
1	WBF1CA0015	CALF 2 MIP X MIP CORP STP	317.59	317.59
SEGMENT 2 TOTAL				811.13
3	====> BRASS UNIONS			
1	PFBCA00133	CALF 1/2 BRS UNION	11.11	11.11
1	PFBCA00134	CALF 3/4 BRS UNION	15.39	15.39
1	PFBCA00135	CALF 1 BRS UNION	20.39	20.39
1	PFBCA00136	CALF 1-1/4 BRS UNION	29.86	29.86
1	PFBCA00137	CALF 1-1/2 BRS UNION	35.24	35.24
1	PFBCA00138	CALF 2 BRS UNION	54.25	54.25
SEGMENT 3 TOTAL				166.24
4	====> BRASS NIPPLES			
1	PFB1211520	CALF 1/2 XCLS BRS NIP	2.20	2.20
1	PFB1211540	CALF 1/2 X 1-1/2 BRS NIP	2.55	2.55

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709
DATE.: 07/01/22
JOB...: 2022-2023 FERNLEY MATERIAL SUPPLY
PAGE#: 2

Qty	Part #	Description	Price....	Extended
1	PFB1211560	CALF 1/2 X 2 BRS NIP	2.99	2.99
1	PFB1211580	CALF 1/2 X 2-1/2 BRS NIP	3.56	3.56
1	PFB1211600	CALF 1/2 X 3 BRS NIP	4.18	4.18
1	PFB1211620	CALF 1/2 X 3-1/2 BRS NIP	4.77	4.77
1	PFB1211640	CALF 1/2 X 4 BRS NIP	5.46	5.46
1	PFB1211660	CALF 1/2 X 4-1/2 BRS NIP	5.93	5.93
1	PFB1211680	CALF 1/2 X 5 BRS NIP	6.53	6.53
1	PFB1211700	CALF 1/2 X 5-1/2 BRS NIP	7.18	7.18
1	PFB1212020	CALF 3/4 X CLS BRS NIP	3.17	3.17
1	PFB1212040	CALF 3/4 X 1-1/2 BRS NIP	3.38	3.38
1	PFB1212060	CALF 3/4 X 2 BRS NIP	4.00	4.00
1	PFB1212080	CALF 3/4 X 2-1/2 BRS NIP	4.63	4.63
1	PFB1212100	CALF 3/4 X 3 BRS NIP	5.34	5.34
1	PFB1212120	CALF 3/4 X 3-1/2 BRS NIP	6.00	6.00
1	PFB1212140	CALF 3/4 X 4 BRS NIP	6.97	6.97
1	PFB1212160	CALF 3/4 X 4-1/2 BRS NIP	7.58	7.58
1	PFB1212180	CALF 3/4 X 5 BRS NIP	8.37	8.37
1	PFB1212200	CALF 3/4 X 5-1/2 BRS NIP	9.14	9.14
1	PFB1212220	CALF 3/4 X 6 BRS NIP	10.18	10.18
1	WZNS964197	CALF 3/4 X 10 BRS NIP	12.50	12.50
1	PFB1212340	CALF 3/4 X 12 BRS NIP	19.51	19.51
1	PFB1212520	CALF 1 XCLS BRS NIP	4.68	4.68
1	PFB1212560	CALF 1 X 2 BRS NIP	5.77	5.77
1	PFB1212580	CALF 1 X 2-1/2 BRS NIP	6.73	6.73
1	PFB1212600	CALF 1 X 3 BRS NIP	7.75	7.75
1	PFB1212620	CALF 1 X 3-1/2 BRS NIP	8.97	8.97
1	PFB1212640	CALF 1 X 4 BRS NIP	10.09	10.09
1	PFB1212660	CALF 1 X 4-1/2 BRS NIP	11.26	11.26
1	PFB1212680	CALF 1 X 5 BRS NIP	12.45	12.45
1	PFB1212700	CALF 1 X 5-1/2 BRS NIP	13.63	13.63
1	PFB1212720	CALF 1 X 6 BRS NIP	14.86	14.86
1	PBB1214319	CALF 1 X 10 BRS NIP	24.53	24.53
1	PFB1213020	CALF 1-1/4 XCLS BRS NIP	7.06	7.06
1	PFB1213060	CALF 1-1/4 X 2 BRS NIP	8.06	8.06
1	PFB1213100	CALF 1-1/4 X 3 BRS NIP	10.79	10.79
1	PFB1213140	CALF 1-1/4 X 4 BRS NIP	14.21	14.21
1	PFB1213180	CALF 1-1/4 X 5 BRS NIP	17.35	17.35
1	PFB1213220	CALF 1-1/4 X 6 BRS NIP	20.72	20.72
1	WZNS964198	CALF 1-1/4 X 10 BRS NIP	27.50	27.50
1	PFB1213221	CALF 1-1/4 X 12 BRS NIP	40.97	40.97
1	PFB1213520	CALF 1-1/2 XCLS BRS NIP	9.18	9.18
1	PFB1213560	CALF 1-1/2 X 2 BRS NIP	9.87	9.87
1	PFB1213580	CALF 1-1/2 X 2-1/2 BRS NIP	11.83	11.83
1	PFB1213600	CALF 1-1/2 X 3 BRS NIP	13.59	13.59
1	PFB1213620	CALF 1-1/2 X 3-1/2 BRS NIP	15.61	15.61

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709
DATE..: 07/01/22
JOB...: 2022-2023 FERNLEY MATERIAL SUPPLY
PAGE#..: 3

Qty	Part #	Description	Price.....	Extended
1	PFB1213640	CALF 1-1/2 X 4 BRS NIP	17.71	17.71
1	WZNS964199	CALF 1-1/2 X 4-1/2 BRS NIP	14.58	14.58
1	PFB1213680	CALF 1-1/2 X 5 BRS NIP	22.01	22.01
1	PFB1213700	CALF 1-1/2 X 5-1/2 BRS NIP	24.09	24.09
1	PFB1213720	CALF 1-1/2 X 6 BRS NIP	26.16	26.16
1	WZNS964200	CALF 1-1/2 X 10 BRS NIP	32.08	32.08
1	PFB1213721	CALF 1-1/2 X 12 BRS NIP	51.33	51.33
1	PFB1214020	CALF 2 X CLS BRS NIP	13.97	13.97
1	PFB1214080	CALF 2 X 2-1/2 BRS NIP	15.09	15.09
1	PFB1214100	CALF 2 X 3 BRS NIP	17.41	17.41
1	PFB1214140	CALF 2 X 4 BRS NIP	22.78	22.78
1	PFB1214180	CALF 2 X 5 BRS NIP	28.16	28.16
1	PFB1214220	CALF 2 X 6 BRS NIP	33.63	33.63
1	WZNS964201	CALF 2 X 10 BRS NIP	41.67	41.67
1	PFB1214222	CALF 2 X 12 BRS NIP	66.27	66.27
SEGMENT 4 TOTAL				900.52
5	====> METER SETTER YOKES			
1	WZNS964205	CALF 5/8X3/4X12 MTR SET W/CHK B2	163.53	163.53
1	WBF1CA0112	CALF 3/4 X 12 MTR RESET	233.63	233.63
1	WBF1CA0113	CALF 3/4 X 18 MTR RESET	267.39	267.39
1	WZNS914460	CALF 1 X 12 MTR SET	266.55	266.55
1	WZNS964210	CALF 1-1/2 X 12 MTR SET	812.33	812.33
1	WBF1CA0136	CALF FORD 1-1/2 X 18 MTR SE	1290.95	1290.95
1	WZNS964211	CALF 2 X 12 MTR SET	968.86	968.86
1	WBF1CA0137	CALF FORD 2 X 18 MTR SE	1522.87	1522.87
1	WBF1CA0115	CALF 1 X 18 MTR RESET	378.07	378.07
SEGMENT 5 TOTAL				5,904.18
6	====> FIRE HYDRANT METERS			
1	PVZ1800260	REWH 267 BRZ 2-1/2 THD I GATE VL	113.74	113.74
1	WFB1A01041	SM25OF 2-1/2 FNST SW X 2-1/2 MIP	40.83	40.83
1	WFB1A01011	DMH2525F 2-1/2 MIP X 2-1/2 MNST	19.96	19.96
1	WFB1A01031	FM25F25T 2-1/2 FNST X 2-1/2 MIP	22.64	22.64
1	PZNS800357	3 X 2-1/2 BRS BUSH	41.75	41.75
1	PZNS778151	2-1/2 X CLS BRS NIP	33.95	33.95
1	WUZ1000350	MUEL A301 SAFETY FLG REP KIT 5 1	285.52	285.52
1	WZNS813195	MUEL 280361 BONNET REPAIR KIT 5-	59.29	59.29
SEGMENT 6 TOTAL				617.68

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709
DATE.: 07/01/22
JOB...: 2022-2023 FERNLEY MATERIAL SUPPLY
PAGE#: 4

Qty	Part #	Description	Price.....	Extended
=====				
7	====> FITTINGS STD MALE			
1	WBF1CA0036	CALF 3/4 COMP CTS X MIP ADPT	22.57	22.57
1	WBF1CA0079	CALF 3/4 MIP X COMP IPS ADPT	27.71	27.71
1	WBF1CA0037	CALF 1 COMP CTS X MIP ADPT	26.66	26.66
1	WBF1CA0080	CALF 1 MIP X COMP IPS ADPT	43.45	43.45
1	WBF1CA0038	CALF 1-1/4 COMP CTS X MIP ADPT	51.49	51.49
1	WBF1CA0171	CALF FORD 1-1/4 MIP X COMP IP	68.73	68.73
1	WBF1CA0129	CALF FORD 1-1/2 MIP X COMP IP	97.34	97.34
1	WBF1CA0039	CALF 1-1/2 COMP CTS X MIP ADPT	73.74	73.74
1	WBF1CA0040	CALF 2 COMP CTS X MIP ADPT	107.43	107.43
SEGMENT 7 TOTAL				519.12
8	====> COMPRESSION CTS FEMALE			
1	WBF1CA0041	CALF 3/4 COMP CTS X FIP ADPT	24.18	24.18
1	WBF1CA0081	CALF 3/4 FIP X COMP IPS ADPT	27.87	27.87
1	WBF1CA0043	CALF 1 COMP CTS X FIP ADPT	34.58	34.58
1	WBF1CA0045	CALF 1-1/2 COMP CTS X FIP ADPT	94.29	94.29
1	WBF1CA0046	CALF 2 COMP CTS X FIP ADPT	112.36	112.36
1	WBF1CA0044	CALF 1-1/4 COMP CTS X FIP ADPT	59.19	59.19
SEGMENT 8 TOTAL				352.47
9	====> COMPRESSION CTS DBL END			
1	wbf1ca0047	CALF 3/4 COMP X COMP CTS CPLG	27.54	27.54
1	WBF1CA0168	CALF 1 COMP X COMP CTS CPLG	30.04	30.04
1	WBF1CA0084	CALF 1 IPS OR 1-1/4 CTS COMP X C	68.60	68.60
1	WBF1CA0172	CALF FORD 1-1/4 COMP X COMP IP	75.95	75.95
1	WBF1CA0048	CALF 1-1/2 COMP X COMP CTS CPLG	105.92	105.92
1	WBF1CA0049	CALF 2 COMP X COMP CTS CPLG	143.05	143.05
0	WNNS026998	**2-1/2" COMPCOMP NOT AVAILABLE		
SEGMENT 9 TOTAL				451.10
10	====> METERS			
1	WK13590010	3 OMNI T2 GALLON	1510.01	1510.01
1	WK13590110	3 OMNI C2 GALLON	2181.72	2181.72
1	WK13590015	4 OMNI T2 GALLON	2939.67	2939.67
1	WK13590115	4 OMNI C2 GALLON	3789.30	3789.30
1	WKZ1359020	IPERL 3/4 7.5LL 1000 GAL TRPL WT	172.13	172.13
1	WKZ1359025	IPERL 3/4 9LL 1000 GAL TRPL WTR	192.97	192.97

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WESTERN NEVADA SUPPLY
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QUOTE#: 992709
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Qty	Part #	Description	Price....	Extended
1	WKZ1359030	IPERL 1 1000 GAL TRPL WTR MTR	270.69	270.69
1	WK13590030	1-1/2 OMNI R2 1000 GAL WTR MTR	618.31	618.31
1	WK13590035	2 OMNI R2 1000 GAL WTR MTR	867.54	867.54
SEGMENT 10 TOTAL				12,542.34
11	==> MKU UNITS			
1	WKZ1101105	SENSUS M2 FLEXNET 520M DUAL	258.95	258.95
1	WKZ1101099	SENSUS 520 TOUCHREAD EXT CABLE	36.90	36.90
1	WKZ1101104	SENSUS M2 FLEXNET 520M SINGLE	194.93	194.93
SEGMENT 11 TOTAL				490.78
12	==> METER REGISTERS			
1	WKZ1101073	SR11 3/4 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101077	SR11 1 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101062	SR 1-1/2 RGST TRPL 1000 GAL	79.29	79.29
1	WKZ1101068	2 SR RGST TRPL 1000 GAL	79.29	79.29
SEGMENT 12 TOTAL				317.08
13	==> FIRE HYDRANTS			
1	WV11A00030	4' MJ NST SPEC HYD L/A RED 423-5	3321.59	3321.59
1	WV11A00040	5' MJ NST SPEC HYD L/A RED 423-5	3473.18	3473.18
SEGMENT 13 TOTAL				6,794.77
14	==> FIRE HYDRANT EXTENSIONS			
1	WUZ1000130	MUEL A320-020 24 HYD EXT COMP 5	907.01	907.01
1	WUZ1000110	MUEL A320-010 12 HYD EXT COMP 5	735.39	735.39
SEGMENT 14 TOTAL				1,642.40
15	==> BOXES			
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4	52.98	52.98
1	WBZ1301041	B16 CONC EXT 12 HIGH	43.44	43.44
1	WBZ1301081	B36 CONC BOX 17-1/4 X 30	81.28	81.28
1	WBZ1301103	B36 CONC EXT 12 HIGH	77.99	77.99
1	WBZ1301171	G5 CONC VLV BOX 10-3/8 X 12	51.27	51.27
1	WZNS837593	G5 CONC EXT 12 HIGH	7.99	7.99

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price....	Extended
1	WBZ1301039	B16 STL LID	223.11	223.11
1	WBZ1301101	B36 STL LID	340.92	340.92
1	WBZ1301037	B16 CONC LID WITH PROBE HOLE	42.45	42.45
1	WBZ1301100	B36 CONC LID W/2 PROBE HOLES		
1	WBZ1301173	G5 CI LID MARKED WTR	38.51	38.51
SEGMENT 15 TOTAL				959.94
16	====> FIBERLYTE BOXES & LIDS			
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4 *FL16 BOX NOT MADE*	52.98	52.98
1	WBZ1301210	CHRISTY FL36 BOX 12 HIGH	248.82	248.82
1	WBZ1301221	FL16 LID WITH PROBEHOLE	108.60	108.60
1	WBZ1301216	FL36 W/2 PROBE HOLE MARKED WTR	241.55	241.55
1	WBZ1301041	B16 CONC EXT 12 HIGH	43.44	43.44
1	WBZ1301230	CHRISTY FL36 EXT 8	164.17	164.17
SEGMENT 16 TOTAL				859.56
17	====> WATER PIPE			
20	WPZ1A01050	4 X 20 DR18 CL 235 PVC C900 PIPE	8.02	160.40
20	WPZ1A01100	6 X 20 DR18 CL235 PVC C900 PIPE	16.36	327.20
20	WPZ1A01150	8 X 20 DR18 CL235 PVC C900 PIPE	28.07	561.40
20	WPZ1A01200	10 X 20 DR18 CL235 PVC C900 PIPE	42.10	842.00
20	WPZ1A01250	12 X 20 DR18 CL235 PVC C900 PIPE	59.29	1185.80
20	WPZ1A02252	14 X 20 DR18 CL235 PVC C905 PIPE	82.16	1643.20
20	WPZ1A02254	16 X 20 DR18 CL235 PVC C905	105.74	2114.80
20	WPZ1A02256	18 X 20 DR18 CL235 PVC C905	133.65	2673.00
SEGMENT 17 TOTAL				9,507.80
18	====> BRASS TEES			
1	PFBCA00033	CALF 1/2 BRS TEE	5.04	5.04
1	PFM1270554	1/2 GLV MI T IMP	1.75	1.75
1	PFBCA000140	CALF 3/4 BRS T	7.25	7.25
1	PFBCA00034	CALF 1 BRS TEE	12.87	12.87
1	PFBCA00035	CALF 1-1/4 BRS TEE	18.06	18.06
1	PFBCA00037	CALF 1-1/2 BRS TEE	24.85	24.85
1	PFBCA00038	CALF 2 BRS TEE	40.71	40.71
SEGMENT 18 TOTAL				110.53

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
=====				
19	==> BRASS 90'S			
1	PFBCA00003	CALF 1/2 BRS 90 ELL	4.38	4.38
1	PFBCA00005	CALF 3/4 BRS 90 ELL	5.90	5.90
1	PFBCA00006	CALF 1 BRS 90 ELL	9.10	9.10
1	PFBCA00007	CALF 1-1/4 BRS 90 ELL	14.46	14.46
1	PFBCA00008	CALF 1-1/2 BRS 90 ELL	25.13	25.13
1	PFBCA00009	CALF 2 BRS 90 ELL	29.40	29.40

SEGMENT 19 TOTAL				88.37
20	==> BRASS 45'S			
1	PFBCA00013	CALF 1/2 BRS 45 ELL	4.01	4.01
1	PFBCA00014	CALF 3/4 BRS 45 ELL	5.90	5.90
1	PFBCA00015	CALF 1 BRS 45 ELL	9.95	9.95
1	PFBCA00016	CALF 1-1/4 BRS 45 ELL	15.92	15.92
1	PFBCA00017	CALF 1-1/2 BRS 45 ELL	19.95	19.95
1	PFBCA00018	CALF 2 BRS 45 ELL	32.35	32.35

SEGMENT 20 TOTAL				88.08
21	==> BRASS BELL REDUCERS			
1	PFBCA00066	CALF 3/4 X 1/2 BRS CPLG	5.74	5.74
1	PFBCA00068	CALF 1 X 3/4 BRS CPLG	9.54	9.54
1	PFBCA00075	CALF 2 X 3/4 BRS CPLG	32.57	32.57
1	PFBCA00076	CALF 2 X 1 BRS CPLG	32.57	32.57
1	PFBCA00078	CALF 2 X 1-1/2 BRS CPLG	28.91	28.91

SEGMENT 21 TOTAL				109.33
22	==> BRASS HEX BUSHING			
1	PFBCA00107	CALF 3/4 X 1/2 BRS HEX BUSHING	3.15	3.15
1	PFBCA00110	CALF 1 X 3/4 BRS HEX BUSHING	4.77	4.77
1	PFBCA00111	CALF 1-1/4 X 3/4 BRS HEX BUSHING	8.13	8.13
1	PFBCA00112	CALF 1-1/4 X 1 BRS HEX BUSHING	8.13	8.13
1	PFBCA00114	CALF 1-1/2 X 3/4 BRS HEX BUSHING	12.70	12.70
1	PFBCA00115	CALF 1-1/2 X 1 BRS HEX BUSHING	10.39	10.39
1	PFBCA00116	CALF 1-1/2 X 1-1/4 BRS HEX BUSHING	10.39	10.39
1	PFBCA00117	CALF 2 X 3/4 BRS HEX BUSHING	18.54	18.54
1	PFBCA00118	CALF 2 X 1 BRS HEX BUSHING	18.54	18.54
1	PFBCA00120	CALF 2 X 1-1/2 BRS HEX BUSHING	15.39	15.39
1	PFBCA00119	CALF 2 X 1-1/4 BRS HEX BUSHING	15.39	15.39

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

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Qty	Part #	Description	Price....	Extended
=====				
SEGMENT 22 TOTAL				125.52
23	====> BRASS STRAIGHT COUPLINGS			
1	PFBCA00053	CALF 1/2 BRS CPLG	3.61	3.61
1	PFBCA00054	CALF 3/4 BRS CPLG	4.77	4.77
1	PFBCA00055	CALF 1 BRS CPLG	7.25	7.25
1	PFBCA00056	CALF 1-1/4 BRS CPLG	11.33	11.33
1	PFBCA00057	CALF 1-1/2 BRS CPLG	15.39	15.39
1	PFBCA00058	CALF 2 BRS CPLG	25.34	25.34
SEGMENT 23 TOTAL				67.69
24	====> BRASS PLUGS			
1	PFBCA00121	CALF 1/2 BRS PLUG	3.02	3.02
1	PFBCA00122	CALF 3/4 BRS PLUG	3.45	3.45
1	PFBCA00123	CALF 1 BRS PLUG	4.55	4.55
1	PFBCA00124	CALF 1-1/4 BRS PLUG	6.77	6.77
1	PFBCA00125	CALF 1-1/2 BRS PLUG	8.63	8.63
1	PFBCA00126	CALF 2 BRS PLUG	13.61	13.61
SEGMENT 24 TOTAL				40.03
25	====> BRASS CHECK VALVES			
1	PVZ1KCA024	LF NIBC T413Y-LF 1/2 THD CHK VLV	101.22	101.22
1	PVZ1KCA025	CALF NIBC T413Y-LF 3/4 THD CHK V	118.03	118.03
1	PVZ1KCA026	CALF NIBC T413Y-LF 1 THD CHK VLV	162.59	162.59
1	PVZ1KCA027	LF NIBC T413Y-LF 1-1/4 THD CHK V	230.51	230.51
1	PVZ1KCA028	LF NIBC T413Y-LF 1-1/2 THD CHK V	267.58	267.58
1	PVZ1KCA029	CALF NIBC T413Y-LF 2 THD CHK VLV	392.73	392.73
SEGMENT 25 TOTAL				1,272.66
26	====> SCH80 PVC COUPLINGS			
1	PEZC216066	SPEA 3/4 S PVC 80 CPLG	4.57	4.57
1	PEZC215510	SPEA 3/4 FA PVC 80 ADPT	4.70	4.70
1	PEZC215545	SPEA 3/4 MA PVC 80 ADPT	4.35	4.35
1	PEZC216070	SPEA 1 S PVC 80 CPLG	4.70	4.70
1	PEZC215516	SPEA 1 FA PVC 80 ADPT	6.91	6.91
1	PEZC215550	SPEA 1 MA PVC 80 ADPT	7.53	7.53
SEGMENT 26 TOTAL				32.76

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WESTERN NEVADA SUPPLY
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QUOTE#: 992709
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Qty	Part #	Description	Price....	Extended
=====				
27	==> SCH80 PVC 90'S			
1	PEZC216272	SPEA 3/4 S PVC 80 90 ELL	2.38	2.38
1	PEZC216326	SPEA 3/4 S PVC 80 SXT 90 ELL	8.63	8.63
1	PEZC216276	SPEA 1 S PVC 80 90 ELL	3.84	3.84
1	PEZC216328	SPEA 1 S PVC 80 SXT 90 ELL	9.34	9.34

SEGMENT 27 TOTAL				24.19
28	==> SCH80 PVC 45'S			
1	PEZC216190	SPEA 3/4 S PVC 80 45 ELL	5.36	5.36
1	PEZC216192	SPEA 1 S PVC 80 45 ELL	8.04	8.04
0	WWNS026998	**SLIPXFIP NOT AVAILABLE**		

SEGMENT 28 TOTAL				13.40
29	==> SCH80 PVC T'S			
1	PEZC216610	SPEA 3/4 S PVC 80 T	5.51	5.51
1	PEZC216615	SPEA 1 S PVC 80 T	6.89	6.89

SEGMENT 29 TOTAL				12.40
30	==> SCH80 PVC REDUCING CPLG			
1	PEZC215668	SPEA 1 X 3/4 S PVC 80 BUSH	3.12	3.12
1	PEZC216070	SPEA 1 S PVC 80 CPLG	4.70	4.70
USE FOR FITTINGS BELOW				
1	PEZC215786	SPEA 1 X 3/4 SXT PVC 80 BUSH	3.12	3.12

SEGMENT 30 TOTAL				10.94
31	==> SCH80 PVC PIPE			
10	PEZC000110	3/4 80 PVC PIPE PE	1.48	14.83
10	PEZC000115	1 80 PVC PIPE PE	2.20	22.00

SEGMENT 31 TOTAL				36.83
32	==> SEWER COUPLINGS			
1	WFI1906145	6 SG PVC SWR 45	57.96	57.96
1	WFI1909185	6X4 SLIPXG PVC SWR INCR	53.98	53.98

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
1	WFI1906143	4 SG PVC SWR 45	28.55	28.55
1	WFI1908171	4 SG PVC SWR 22 1/2	28.53	28.53
1	WFI1908173	6 SG PVC SWR 22 1/2	56.19	56.19
1	WFI1910237	4 SG PVC SWR STP CPLG	35.29	35.29
1	WFI1910239	6 SG PVC SWR STP CPLG	70.46	70.46
1	WFI1910241	8 SG PVC SWR STP CPLG	119.68	119.68
1	WFI1910243	10 SG PVC SWR STP CPLG	265.62	265.62
1	WFI1909189	8X6 SLIPXG PVC SWR INCR	153.94	153.94
SEGMENT 32 TOTAL				870.20
33	====> SEWER PLUGS			
1	WFI1913281	4 PVC SWR SPG END PLUG	13.93	13.93
1	WFI1913283	6 PVC SWR SPG END PLUG	21.35	21.35
1	WFI1913285	8 PVC SWR SPG END PLUG	75.67	75.67
SEGMENT 33 TOTAL				110.95
34	====> WING NUT PLUGS			
1	WEZ1601001	4 ETCO T CONE ST-401 SDR SWR PLU	5.32	5.32
1	WEZ1601003	6 ETCO T CONE SWR PLUG	7.67	7.67
1	WEZ1601005	8 ETCO T CONE SWR PLUG	17.33	17.33
SEGMENT 34 TOTAL				30.32
35	====> SEWER CAPS			
1	WFI1912267	4 SG PVC SWR CAP	18.42	18.42
1	WFI1912269	6 SG PVC SWR CAP	34.57	34.57
1	WFI1A10043	6 SW PVC SWR CAP	22.07	22.07
1	WZNS933581	8 SDR 35 SW CAP	19.23	19.23
SEGMENT 35 TOTAL				94.29
36	====> SEWER PIPE			
20	WPZ1901050	4 X 20 SDR 35 PVC SWR PIPE	3.49	69.80
20	WPZ1901100	6 X 20 SDR 35 PVC SWR PIPE	8.07	161.40
20	WPZ1901150	8 X 20 SDR 35 PVC SWR PIPE	14.66	293.20
20	WPZ1901200	10 X 20 SDR 35 PVC SWR PIPE	22.78	455.60
SEGMENT 36 TOTAL				980.00

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WESTERN NEVADA SUPPLY
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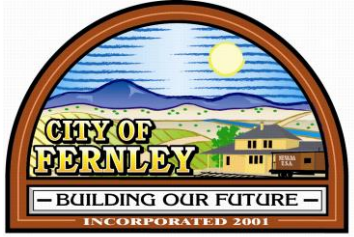
Qty	Part #	Description	Price..... Extended
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QUOTATION TOTALS

47,983.60

* * * SALES TAX NOT INCLUDED * * *

THE MATERIAL LIST ABOVE IS QUOTED PER THE PLANS AND SPECS PROVIDE TO WNS,
AND WHETHER SPECIFID OR NOT WILL BE SUBJECT TO THE ENIGEERS APPROVAL.
ALL SALES ARE SUBJECT TO SALES TAX.



2022 Annual Materials Supplier Contract
City of Fernley – Public Works Department
Bid Opening May 3rd, 2022 – 10:00 AM

Name of Bidders	Proposal Amount
Western Nevada Supply	\$47,983.00

The amounts identified on this bid opening table represent the City’s understanding of the bid amounts at the time of the opening of bids. The City is not responsible for any miscalculations or errors in transferring amounts to this table and any low bidder remains the “apparent” low bidder until a full review of the bid submittals and a recommendation for award is made to, and acted upon by, the City Council of the City of Fernley.



WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

TO: WATER WORKS QUOTES
950 S ROCK BLVD
SPARKS, NV 89431

DATE: 07/01/22 NO. 992709
EFFECTIVE 07/01/22 TO 06/30/23

TERMS: NET 30 DAYS PAGE# 1
FOB: JOBSITE
PREP. BY: ROD SMITH
775-353-0231
rsmith@gobluesteam.com

JOB:2022-2023 FERNLEY MATERIAL SUP

* CITY OF FERNLEY *

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Western Nevada Supply Co expressly reserves the right to equitably adjust the quoted price at any time prior to shipment in the event that material costs increase for reasons beyond our control

*** SALES TAX NOT INCLUDED ***

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Qty	Part #	Description	Price.....	Extended
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=====

1 ==> CURB STOP VALVES

1	WBF1CA0027	CALF 3/4 FIP X FIP CURB STP	78.37	78.37
1	WBF1CA0028	CALF 1 FIP X FIP CURB STP	121.77	121.77
1	WBF1CA0153	CALF 1-1/4 FIP X FIP LOCKWING CU	209.04	209.04
1	WBF1CA0029	CALF 1-1/2 FIP X FIP CURB STP	251.21	251.21
1	WBF1CA0030	CALF 2 FIP X FIP CURB STP	367.61	367.61

SEGMENT 1 TOTAL 1,028.00

2 ==> CORP STOP VALVES

1	WBF1CA0078	CALF 3/4 MIP X MIP CORP STP	67.48	67.48
1	WBF1CA0013	CALF 1 MIP X MIP CORP STP	93.03	93.03
1	WBF1CA0150	CALF 1-1/4 MIP X MIP CORP STP	146.82	146.82
1	WBF1CA0014	CALF 1-1/2 MIP X MIP CORP STP	186.21	186.21
1	WBF1CA0015	CALF 2 MIP X MIP CORP STP	317.59	317.59

SEGMENT 2 TOTAL 811.13

3 ==> BRASS UNIONS

1	PFBCA00133	CALF 1/2 BRS UNION	11.11	11.11
1	PFBCA00134	CALF 3/4 BRS UNION	15.39	15.39
1	PFBCA00135	CALF 1 BRS UNION	20.39	20.39
1	PFBCA00136	CALF 1-1/4 BRS UNION	29.86	29.86
1	PFBCA00137	CALF 1-1/2 BRS UNION	35.24	35.24
1	PFBCA00138	CALF 2 BRS UNION	54.25	54.25

SEGMENT 3 TOTAL 166.24

4 ==> BRASS NIPPLES

1	PFB1211520	CALF 1/2 XCLS BRS NIP	2.20	2.20
1	PFB1211540	CALF 1/2 X 1-1/2 BRS NIP	2.55	2.55

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WESTERN NEVADA SUPPLY
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QUOTE#: 992709
DATE..: 07/01/22
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Qty	Part #	Description	Price.....	Extended
1	PFB1211560	CALF 1/2 X 2 BRS NIP	2.99	2.99
1	PFB1211580	CALF 1/2 X 2-1/2 BRS NIP	3.56	3.56
1	PFB1211600	CALF 1/2 X 3 BRS NIP	4.18	4.18
1	PFB1211620	CALF 1/2 X 3-1/2 BRS NIP	4.77	4.77
1	PFB1211640	CALF 1/2 X 4 BRS NIP	5.46	5.46
1	PFB1211660	CALF 1/2 X 4-1/2 BRS NIP	5.93	5.93
1	PFB1211680	CALF 1/2 X 5 BRS NIP	6.53	6.53
1	PFB1211700	CALF 1/2 X 5-1/2 BRS NIP	7.18	7.18
1	PFB1212020	CALF 3/4 X CLS BRS NIP	3.17	3.17
1	PFB1212040	CALF 3/4 X 1-1/2 BRS NIP	3.38	3.38
1	PFB1212060	CALF 3/4 X 2 BRS NIP	4.00	4.00
1	PFB1212080	CALF 3/4 X 2-1/2 BRS NIP	4.63	4.63
1	PFB1212100	CALF 3/4 X 3 BRS NIP	5.34	5.34
1	PFB1212120	CALF 3/4 X 3-1/2 BRS NIP	6.00	6.00
1	PFB1212140	CALF 3/4 X 4 BRS NIP	6.97	6.97
1	PFB1212160	CALF 3/4 X 4-1/2 BRS NIP	7.58	7.58
1	PFB1212180	CALF 3/4 X 5 BRS NIP	8.37	8.37
1	PFB1212200	CALF 3/4 X 5-1/2 BRS NIP	9.14	9.14
1	PFB1212220	CALF 3/4 X 6 BRS NIP	10.18	10.18
1	WZNS964197	CALF 3/4 X 10 BRS NIP	12.50	12.50
1	PFB1212340	CALF 3/4 X 12 BRS NIP	19.51	19.51
1	PFB1212520	CALF 1 XCLS BRS NIP	4.68	4.68
1	PFB1212560	CALF 1 X 2 BRS NIP	5.77	5.77
1	PFB1212580	CALF 1 X 2-1/2 BRS NIP	6.73	6.73
1	PFB1212600	CALF 1 x 3 BRS NIP	7.75	7.75
1	PFB1212620	CALF 1 X 3-1/2 BRS NIP	8.97	8.97
1	PFB1212640	CALF 1 X 4 BRS NIP	10.09	10.09
1	PFB1212660	CALF 1 X 4-1/2 BRS NIP	11.26	11.26
1	PFB1212680	CALF 1 X 5 BRS NIP	12.45	12.45
1	PFB1212700	CALF 1 X 5-1/2 BRS NIP	13.63	13.63
1	PFB1212720	CALF 1 X 6 BRS NIP	14.86	14.86
1	PBB1214319	CALF 1 X 10 BRS NIP	24.53	24.53
1	PFB1213020	CALF 1-1/4 XCLS BRS NIP	7.06	7.06
1	PFB1213060	CALF 1-1/4 X 2 BRS NIP	8.06	8.06
1	PFB1213100	CALF 1-1/4 X 3 BRS NIP	10.79	10.79
1	PFB1213140	CALF 1-1/4 X 4 BRS NIP	14.21	14.21
1	PFB1213180	CALF 1-1/4 X 5 BRS NIP	17.35	17.35
1	PFB1213220	CALF 1-1/4 X 6 BRS NIP	20.72	20.72
1	WZNS964198	CALF 1-1/4 X 10 BRS NIP	27.50	27.50
1	PFB1213221	CALF 1-1/4 X 12 BRS NIP	40.97	40.97
1	PFB1213520	CALF 1-1/2 XCLS BRS NIP	9.18	9.18
1	PFB1213560	CALF 1-1/2 X 2 BRS NIP	9.87	9.87
1	PFB1213580	CALF 1-1/2 X 2-1/2 BRS NIP	11.83	11.83
1	PFB1213600	CALF 1-1/2 X 3 BRS NIP	13.59	13.59
1	PFB1213620	CALF 1-1/2 X 3-1/2 BRS NIP	15.61	15.61

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709
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Qty	Part #	Description	Price.....	Extended
1	PFB1213640	CALF 1-1/2 X 4 BRS NIP	17.71	17.71
1	WZNS964199	CALF 1-1/2 X 4-1/2 BRS NIP	14.58	14.58
1	PFB1213680	CALF 1-1/2 X 5 BRS NIP	22.01	22.01
1	PFB1213700	CALF 1-1/2 X 5-1/2 BRS NIP	24.09	24.09
1	PFB1213720	CALF 1-1/2 X 6 BRS NIP	26.16	26.16
1	WZNS964200	CALF 1-1/2 X 10 BRS NIP	32.08	32.08
1	PFB1213721	CALF 1-1/2 X 12 BRS NIP	51.33	51.33
1	PFB1214020	CALF 2 X CLS BRS NIP	13.97	13.97
1	PFB1214080	CALF 2 X 2-1/2 BRS NIP	15.09	15.09
1	PFB1214100	CALF 2 X 3 BRS NIP	17.41	17.41
1	PFB1214140	CALF 2 X 4 BRS NIP	22.78	22.78
1	PFB1214180	CALF 2 X 5 BRS NIP	28.16	28.16
1	PFB1214220	CALF 2 X 6 BRS NIP	33.63	33.63
1	WZNS964201	CALF 2 X 10 BRS NIP	41.67	41.67
1	PFB1214222	CALF 2 X 12 BRS NIP	66.27	66.27
SEGMENT 4 TOTAL				900.52
5	==> METER SETTER YOKES			
1	WZNS964205	CALF 5/8X3/4X12 MTR SET W/CHK B2	163.53	163.53
1	WBF1CA0112	CALF 3/4 X 12 MTR RESET	233.63	233.63
1	WBF1CA0113	CALF 3/4 X 18 MTR RESET	267.39	267.39
1	WZNS914460	CALF 1 X 12 MTR SET	266.55	266.55
1	WZNS964210	CALF 1-1/2 X 12 MTR SET	812.33	812.33
1	WBF1CA0136	CALF FORD 1-1/2 X 18 MTR SE	1290.95	1290.95
1	WZNS964211	CALF 2 X 12 MTR SET	968.86	968.86
1	WBF1CA0137	CALF FORD 2 X 18 MTR SE	1522.87	1522.87
1	WBF1CA0115	CALF 1 X 18 MTR RESET	378.07	378.07
SEGMENT 5 TOTAL				5,904.18
6	==> FIRE HYDRANT METERS			
1	PVZ1800260	REWH 267 BRZ 2-1/2 THD I GATE VL	113.74	113.74
1	WFB1A01041	SM25OF 2-1/2 FNST SW X 2-1/2 MIP	40.83	40.83
1	WFB1A01011	DMH2525F 2-1/2 MIP X 2-1/2 MNST	19.96	19.96
1	WFB1A01031	FM25F25T 2-1/2 FNST X 2-1/2 MIP	22.64	22.64
1	PZNS800357	3 X 2-1/2 BRS BUSH	41.75	41.75
1	PZNS778151	2-1/2 X CLS BRS NIP	33.95	33.95
1	WUZ1000350	MUEL A301 SAFETY FLG REP KIT 5 1	285.52	285.52
1	WZNS813195	MUEL 280361 BONNET REPAIR KIT 5-	59.29	59.29
SEGMENT 6 TOTAL				617.68

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709
DATE.: 07/01/22
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Qty	Part #	Description	Price.....	Extended
=====				
7	==> FITTINGS STD MALE			
1	WBF1CA0036	CALF 3/4 COMP CTS X MIP ADPT	22.57	22.57
1	WBF1CA0079	CALF 3/4 MIP X COMP IPS ADPT	27.71	27.71
1	WBF1CA0037	CALF 1 COMP CTS X MIP ADPT	26.66	26.66
1	WBF1CA0080	CALF 1 MIP X COMP IPS ADPT	43.45	43.45
1	WBF1CA0038	CALF 1-1/4 COMP CTS X MIP ADPT	51.49	51.49
1	WBF1CA0171	CALF FORD 1-1/4 MIP X COMP IP	68.73	68.73
1	WBF1CA0129	CALF FORD 1-1/2 MIP X COMP IP	97.34	97.34
1	WBF1CA0039	CALF 1-1/2 COMP CTS X MIP ADPT	73.74	73.74
1	WBF1CA0040	CALF 2 COMP CTS X MIP ADPT	107.43	107.43
SEGMENT 7 TOTAL				519.12
8	==> COMPRESSION CTS FEMALE			
1	WBF1CA0041	CALF 3/4 COMP CTS X FIP ADPT	24.18	24.18
1	WBF1CA0081	CALF 3/4 FIP X COMP IPS ADPT	27.87	27.87
1	WBF1CA0043	CALF 1 COMP CTS X FIP ADPT	34.58	34.58
1	WBF1CA0045	CALF 1-1/2 COMP CTS X FIP ADPT	94.29	94.29
1	WBF1CA0046	CALF 2 COMP CTS X FIP ADPT	112.36	112.36
1	WBF1CA0044	CALF 1-1/4 COMP CTS X FIP ADPT	59.19	59.19
SEGMENT 8 TOTAL				352.47
9	==> COMPRESSION CTS DBL END			
1	wbf1ca0047	CALF 3/4 COMP X COMP CTS CPLG	27.54	27.54
1	WBF1CA0168	CALF 1 COMP X COMP CTS CPLG	30.04	30.04
1	WBF1CA0084	CALF 1 IPS OR 1-1/4 CTS COMP X C	68.60	68.60
1	WBF1CA0172	CALF FORD 1-1/4 COMP X COMP IP	75.95	75.95
1	WBF1CA0048	CALF 1-1/2 COMP X COMP CTS CPLG	105.92	105.92
1	WBF1CA0049	CALF 2 COMP X COMP CTS CPLG	143.05	143.05
0	WNNS026998	**2-1/2" COMPCOMP NOT AVAILABLE		
SEGMENT 9 TOTAL				451.10
10	==> METERS			
1	WK13590010	3 OMNI T2 GALLON	1510.01	1510.01
1	WK13590110	3 OMNI C2 GALLON	2181.72	2181.72
1	WK13590015	4 OMNI T2 GALLON	2939.67	2939.67
1	WK13590115	4 OMNI C2 GALLON	3789.30	3789.30
1	WKZ1359020	IPERL 3/4 7.5LL 1000 GAL TRPL WT	172.13	172.13
1	WKZ1359025	IPERL 3/4 9LL 1000 GAL TRPL WTR	192.97	192.97

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Qty	Part #	Description	Price.....	Extended
1	WKZ1359030	IPERL 1 1000 GAL TRPL WTR MTR	270.69	270.69
1	WK13590030	1-1/2 OMNI R2 1000 GAL WTR MTR	618.31	618.31
1	WK13590035	2 OMNI R2 1000 GAL WTR MTR	867.54	867.54
SEGMENT 10 TOTAL				12,542.34
11	==> MXU UNITS			
1	WKZ1101105	SENSUS M2 FLEXNET 520M DUAL	258.95	258.95
1	WKZ1101099	SENSUS 520 TOUCHREAD EXT CABLE	36.90	36.90
1	WKZ1101104	SENSUS M2 FLEXNET 520M SINGLE	194.93	194.93
SEGMENT 11 TOTAL				490.78
12	==> METER REGISTERS			
1	WKZ1101073	SR11 3/4 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101077	SR11 1 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101062	SR 1-1/2 RGST TRPL 1000 GAL	79.29	79.29
1	WKZ1101068	2 SR RGST TRPL 1000 GAL	79.29	79.29
SEGMENT 12 TOTAL				317.08
13	==> FIRE HYDRANTS			
1	WV11A00030	4' MJ NST SPEC HYD L/A RED 423-5	3321.59	3321.59
1	WV11A00040	5' MJ NST SPEC HYD L/A RED 423-5	3473.18	3473.18
SEGMENT 13 TOTAL				6,794.77
14	==> FIRE HYDRANT EXTENSIONS			
1	WUZ1000130	MUEL A320-020 24 HYD EXT COMP 5	907.01	907.01
1	WUZ1000110	MUEL A320-010 12 HYD EXT COMP 5	735.39	735.39
SEGMENT 14 TOTAL				1,642.40
15	==> BOXES			
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4	52.98	52.98
1	WBZ1301041	B16 CONC EXT 12 HIGH	43.44	43.44
1	WBZ1301081	B36 CONC BOX 17-1/4 X 30	81.28	81.28
1	WBZ1301103	B36 CONC EXT 12 HIGH	77.99	77.99
1	WBZ1301171	G5 CONC VLV BOX 10-3/8 X 12	51.27	51.27
1	WZNS837593	G5 CONC EXT 12 HIGH	7.99	7.99

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Qty	Part #	Description	Price.....	Extended
1	WBZ1301039	B16 STL LID	223.11	223.11
1	WBZ1301101	B36 STL LID	340.92	340.92
1	WBZ1301037	B16 CONC LID WITH PROBE HOLE	42.45	42.45
1	WBZ1301100	B36 CONC LID W/2 PROBE HOLES		
1	WBZ1301173	G5 CI LID MARKED WTR	38.51	38.51
SEGMENT 15 TOTAL				959.94
16	==> FIBERLYTE BOXES & LIDS			
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4 *FL16 BOX NOT MADE*	52.98	52.98
1	WBZ1301210	CHRISTY FL36 BOX 12 HIGH	248.82	248.82
1	WBZ1301221	FL16 LID WITH PROBEHOLE	108.60	108.60
1	WBZ1301216	FL36 W/2 PROBE HOLE MARKED WTR	241.55	241.55
1	WBZ1301041	B16 CONC EXT 12 HIGH	43.44	43.44
1	WBZ1301230	CHRISTY FL36 EXT 8	164.17	164.17
SEGMENT 16 TOTAL				859.56
17	==> WATER PIPE			
20	WPZ1A01050	4 X 20 DR18 CL 235 PVC C900 PIPE	8.02	160.40
20	WPZ1A01100	6 X 20 DR18 CL235 PVC C900 PIPE	16.36	327.20
20	WPZ1A01150	8 X 20 DR18 CL235 PVC C900 PIPE	28.07	561.40
20	WPZ1A01200	10 X 20 DR18 CL235 PVC C900 PIPE	42.10	842.00
20	WPZ1A01250	12 X 20 DR18 CL235 PVC C900 PIPE	59.29	1185.80
20	WPZ1A02252	14 X 20 DR18 CL235 PVC C905 PIPE	82.16	1643.20
20	WPZ1A02254	16 X 20 DR18 CL235 PVC C905	105.74	2114.80
20	WPZ1A02256	18 X 20 DR18 CL235 PVC C905	133.65	2673.00
SEGMENT 17 TOTAL				9,507.80
18	==> BRASS TEES			
1	PFBCA00033	CALF 1/2 BRS TEE	5.04	5.04
1	PFM1270554	1/2 GLV MI T IMP	1.75	1.75
1	PFBCA000140	CALF 3/4 BRS T	7.25	7.25
1	PFBCA00034	CALF 1 BRS TEE	12.87	12.87
1	PFBCA00035	CALF 1-1/4 BRS TEE	18.06	18.06
1	PFBCA00037	CALF 1-1/2 BRS TEE	24.85	24.85
1	PFBCA00038	CALF 2 BRS TEE	40.71	40.71
SEGMENT 18 TOTAL				110.53

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
=====				
19	==> BRASS 90'S			
1	PFBCA00003	CALF 1/2 BRS 90 ELL	4.38	4.38
1	PFBCA00005	CALF 3/4 BRS 90 ELL	5.90	5.90
1	PFBCA00006	CALF 1 BRS 90 ELL	9.10	9.10
1	PFBCA00007	CALF 1-1/4 BRS 90 ELL	14.46	14.46
1	PFBCA00008	CALF 1-1/2 BRS 90 ELL	25.13	25.13
1	PFBCA00009	CALF 2 BRS 90 ELL	29.40	29.40

SEGMENT 19 TOTAL				88.37
20	==> BRASS 45'S			
1	PFBCA00013	CALF 1/2 BRS 45 ELL	4.01	4.01
1	PFBCA00014	CALF 3/4 BRS 45 ELL	5.90	5.90
1	PFBCA00015	CALF 1 BRS 45 ELL	9.95	9.95
1	PFBCA00016	CALF 1-1/4 BRS 45 ELL	15.92	15.92
1	PFBCA00017	CALF 1-1/2 BRS 45 ELL	19.95	19.95
1	PFBCA00018	CALF 2 BRS 45 ELL	32.35	32.35

SEGMENT 20 TOTAL				88.08
21	==> BRASS BELL REDUCERS			
1	PFBCA00066	CALF 3/4 X 1/2 BRS CPLG	5.74	5.74
1	PFBCA00068	CALF 1 X 3/4 BRS CPLG	9.54	9.54
1	PFBCA00075	CALF 2 X 3/4 BRS CPLG	32.57	32.57
1	PFBCA00076	CALF 2 X 1 BRS CPLG	32.57	32.57
1	PFBCA00078	CALF 2 X 1-1/2 BRS CPLG	28.91	28.91

SEGMENT 21 TOTAL				109.33
22	==> BRASS HEX BUSHING			
1	PFBCA00107	CALF 3/4 X 1/2 BRS HEX BUSHING	3.15	3.15
1	PFBCA00110	CALF 1 X 3/4 BRS HEX BUSHING	4.77	4.77
1	PFBCA00111	CALF 1-1/4 X 3/4 BRS HEX BUSHING	8.13	8.13
1	PFBCA00112	CALF 1-1/4 X 1 BRS HEX BUSHING	8.13	8.13
1	PFBCA00114	CALF 1-1/2 X 3/4 BRS HEX BUSHING	12.70	12.70
1	PFBCA00115	CALF 1-1/2 X 1 BRS HEX BUSHING	10.39	10.39
1	PFBCA00116	CALF 1-1/2 X 1-1/4 BRS HEX BUSHING	10.39	10.39
1	PFBCA00117	CALF 2 X 3/4 BRS HEX BUSHING	18.54	18.54
1	PFBCA00118	CALF 2 X 1 BRS HEX BUSHING	18.54	18.54
1	PFBCA00120	CALF 2 X 1-1/2 BRS HEX BUSHING	15.39	15.39
1	PFBCA00119	CALF 2 X 1-1/4 BRS HEX BUSHING	15.39	15.39

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
=====				
SEGMENT 22 TOTAL				125.52
23	====> BRASS STRAIGHT COUPLINGS			
1	PFBCA00053	CALF 1/2 BRS CPLG	3.61	3.61
1	PFBCA00054	CALF 3/4 BRS CPLG	4.77	4.77
1	PFBCA00055	CALF 1 BRS CPLG	7.25	7.25
1	PFBCA00056	CALF 1-1/4 BRS CPLG	11.33	11.33
1	PFBCA00057	CALF 1-1/2 BRS CPLG	15.39	15.39
1	PFBCA00058	CALF 2 BRS CPLG	25.34	25.34
SEGMENT 23 TOTAL				67.69
24	====> BRASS PLUGS			
1	PFBCA00121	CALF 1/2 BRS PLUG	3.02	3.02
1	PFBCA00122	CALF 3/4 BRS PLUG	3.45	3.45
1	PFBCA00123	CALF 1 BRS PLUG	4.55	4.55
1	PFBCA00124	CALF 1-1/4 BRS PLUG	6.77	6.77
1	PFBCA00125	CALF 1-1/2 BRS PLUG	8.63	8.63
1	PFBCA00126	CALF 2 BRS PLUG	13.61	13.61
SEGMENT 24 TOTAL				40.03
25	====> BRASS CHECK VALVES			
1	PVZ1KCA024	LF NIBC T413Y-LF 1/2 THD CHK VLV	101.22	101.22
1	PVZ1KCA025	CALF NIBC T413Y-LF 3/4 THD CHK V	118.03	118.03
1	PVZ1KCA026	CALF NIBC T413Y-LF 1 THD CHK VLV	162.59	162.59
1	PVZ1KCA027	LF NIBC T413Y-LF 1-1/4 THD CHK V	230.51	230.51
1	PVZ1KCA028	LF NIBC T413Y-LF 1-1/2 THD CHK V	267.58	267.58
1	PVZ1KCA029	CALF NIBC T413Y-LF 2 THD CHK VLV	392.73	392.73
SEGMENT 25 TOTAL				1,272.66
26	====> SCH80 PVC COUPLINGS			
1	PEZC216066	SPEA 3/4 S PVC 80 CPLG	4.57	4.57
1	PEZC215510	SPEA 3/4 FA PVC 80 ADPT	4.70	4.70
1	PEZC215545	SPEA 3/4 MA PVC 80 ADPT	4.35	4.35
1	PEZC216070	SPEA 1 S PVC 80 CPLG	4.70	4.70
1	PEZC215516	SPEA 1 FA PVC 80 ADPT	6.91	6.91
1	PEZC215550	SPEA 1 MA PVC 80 ADPT	7.53	7.53
SEGMENT 26 TOTAL				32.76

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
=====				
27	==> SCH80 PVC 90'S			
1	PEZC216272	SPEA 3/4 S PVC 80 90 ELL	2.38	2.38
1	PEZC216326	SPEA 3/4 S PVC 80 SXT 90 ELL	8.63	8.63
1	PEZC216276	SPEA 1 S PVC 80 90 ELL	3.84	3.84
1	PEZC216328	SPEA 1 S PVC 80 SXT 90 ELL	9.34	9.34

SEGMENT 27 TOTAL				24.19
28	==> SCH80 PVC 45'S			
1	PEZC216190	SPEA 3/4 S PVC 80 45 ELL	5.36	5.36
1	PEZC216192	SPEA 1 S PVC 80 45 ELL	8.04	8.04
0	WWNS026998	**SLIPXFIP NOT AVAILABLE**		

SEGMENT 28 TOTAL				13.40
29	==> SCH80 PVC T'S			
1	PEZC216610	SPEA 3/4 S PVC 80 T	5.51	5.51
1	PEZC216615	SPEA 1 S PVC 80 T	6.89	6.89

SEGMENT 29 TOTAL				12.40
30	==> SCH80 PVC REDUCING CPLG			
1	PEZC215668	SPEA 1 X 3/4 S PVC 80 BUSH	3.12	3.12
1	PEZC216070	SPEA 1 S PVC 80 CPLG	4.70	4.70
USE FOR FITTINGS BELOW				
1	PEZC215786	SPEA 1 X 3/4 SXT PVC 80 BUSH	3.12	3.12

SEGMENT 30 TOTAL				10.94
31	==> SCH80 PVC PIPE			
10	PEZC000110	3/4 80 PVC PIPE PE	1.48	14.83
10	PEZC000115	1 80 PVC PIPE PE	2.20	22.00

SEGMENT 31 TOTAL				36.83
32	==> SEWER COUPLINGS			
1	WFI1906145	6 SG PVC SWR 45	57.96	57.96
1	WFI1909185	6X4 SLIPXG PVC SWR INCR	53.98	53.98

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
1	WFI1906143	4 SG PVC SWR 45	28.55	28.55
1	WFI1908171	4 SG PVC SWR 22 1/2	28.53	28.53
1	WFI1908173	6 SG PVC SWR 22 1/2	56.19	56.19
1	WFI1910237	4 SG PVC SWR STP CPLG	35.29	35.29
1	WFI1910239	6 SG PVC SWR STP CPLG	70.46	70.46
1	WFI1910241	8 SG PVC SWR STP CPLG	119.68	119.68
1	WFI1910243	10 SG PVC SWR STP CPLG	265.62	265.62
1	WFI1909189	8X6 SLIPXG PVC SWR INCR	153.94	153.94
SEGMENT 32 TOTAL				870.20
33	====> SEWER PLUGS			
1	WFI1913281	4 PVC SWR SPG END PLUG	13.93	13.93
1	WFI1913283	6 PVC SWR SPG END PLUG	21.35	21.35
1	WFI1913285	8 PVC SWR SPG END PLUG	75.67	75.67
SEGMENT 33 TOTAL				110.95
34	====> WING NUT PLUGS			
1	WEZ1601001	4 ETCO T CONE ST-401 SDR SWR PLU	5.32	5.32
1	WEZ1601003	6 ETCO T CONE SWR PLUG	7.67	7.67
1	WEZ1601005	8 ETCO T CONE SWR PLUG	17.33	17.33
SEGMENT 34 TOTAL				30.32
35	====> SEWER CAPS			
1	WFI1912267	4 SG PVC SWR CAP	18.42	18.42
1	WFI1912269	6 SG PVC SWR CAP	34.57	34.57
1	WFI1A10043	6 SW PVC SWR CAP	22.07	22.07
1	WZNS933581	8 SDR 35 SW CAP	19.23	19.23
SEGMENT 35 TOTAL				94.29
36	====> SEWER PIPE			
20	WPZ1901050	4 X 20 SDR 35 PVC SWR PIPE	3.49	69.80
20	WPZ1901100	6 X 20 SDR 35 PVC SWR PIPE	8.07	161.40
20	WPZ1901150	8 X 20 SDR 35 PVC SWR PIPE	14.66	293.20
20	WPZ1901200	10 X 20 SDR 35 PVC SWR PIPE	22.78	455.60
SEGMENT 36 TOTAL				980.00

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price..... Extended
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QUOTATION TOTALS

=====
47,983.60

* * * SALES TAX NOT INCLUDED * * *

THE MATERIAL LIST ABOVE IS QUOTED PER THE PLANS AND SPECS PROVIDE TO WNS,
AND WHETHER SPECIFID OR NOT WILL BE SUBJECT TO THE ENIGEERS APPROVAL.
ALL SALES ARE SUBJECT TO SALES TAX.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-840-426

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to Approve the award of 2022-2024 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Services LLC. in amount not to exceed 0.39 per gallon.

AGENDA ITEM BRIEF:

This is a contract to pick up and dispose of residuals from the Water Treatment Plant. This contract will be renewed on a bi-ennial and helps the city to lock in prices for the year and allow more accurate budgeting. This contract was advertised for bid in accordance with NRS and one bid was received.

RECOMMENDED MOTION:

"I move to approve the award of 2022-2024 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Services LLC. in an amount not to exceed 0.39 per gallon".

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can deny the purchase and instruct the city manager for alternatives.

BACKGROUND:

This is a bi-ennial contract award for the removal of residuals from the City of Fernley Water Treatment Plant. The scope of this contract will include vacuuming the residuals out of holding tanks at the Water Treatment Plant and hauling the liquid containing approximately 2% solids to a State of Nevada approved Landfill for disposal. Marshall's Sanitation Services LLC. will handle all permitting and costs associated with disposal (dump fees, environmental fees, etc.) which is included in their all-inclusive per gallon bid price of \$0.39 per gallon.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: NRS 332.039 Advertisements or Requests for Bid on Contract.

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, the Lyon County News Leader and the City of Fernley Website on 4/6/2022, 4/13/2022, 4/20/2022 and 4/27/2022. Closing Date 5/3/2022. Bids were received and opened on May 3, 2022. We received two (2) bid proposals. The apparent low bidder is Marshall's Sanitation Services LLC., Attachment A. The bid summary is as follows:

1. Marshall's Sanitation Services LLC	\$0.39/Gallon
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1. Clean Harbors Environmental	\$0.60/Gallon
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FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Contract-2022-2024 Biennial WTP Residual Solids Removal
2. 2022 Bid Opening Table-Final
3. Marshall's Sanitation Services LLC Bid Submittal



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT THRU: Patrick Marsh, Interim 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:

510-840-426

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

AGENDA ITEM: (Possible action) Approve award of 2022-2024 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Services LLC. in amount not to exceed the 0.39 per gallon.

Agenda Item Brief: This is a contract to pick up and dispose of residuals from the Water Treatment Plant. This contract will be renewed on a bi-ennial and helps the city to lock in prices for the year and allow more accurate budgeting. This contract was advertised for bid in accordance with NRS and one bid was received.

Recommended Motion:

"I move to approve award of 2022-2024 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Services LLC. in amount not to exceed the 0.39 per gallon".

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:

BACKGROUND:

This is a bi-ennial contract award for the removal of residuals from the City of Fernley Water Treatment Plant. The scope of this contract will include vacuuming the residuals out of holding tanks at the Water Treatment Plant and hauling the liquid containing approximately 2% solids to a State of Nevada approved Landfill for disposal. Marshall's Sanitation Services LLC. will handle all permitting and costs associated with disposal (dump fees, environmental fees, etc.) which is included in their all-inclusive per gallon bid price of \$0.39 per gallon.

PRIOR COUNCIL ACTION

June 17, 2020, Possible award of 2020-2022 Water Treatment Plant Residual Solids Removal Contract to Clean Harbors Environmental Service in an amount not to exceed \$0.37 per gallon, **Motion Passed**

June 06, 2018 Possible award of 2018-2020 water treatment plant residuals removal to Waters Vacuum Truck Service, **Motion passed**

LEGAL IMPLICATIONS:

Nevada Statutes: NRS 332.039 Advertisements or Requests for Bid on Contract.

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, the Lyon County News Leader and the City of Fernley Website on 4/6/2022, 4/13/2022, 4/20/2022 and 4/27/2022. Closing Date 5/3/2022. Bids were received and opened on May 3, 2022. We received two (2) bid proposals. The apparent low bidder is Marshall's Sanitation Services LLC., Attachment A. The bid summary is as follows:

- | | |
|---------------------------------------|---------------|
| 1. Marshall's Sanitation Services LLC | \$0.39/Gallon |
| 2. Clean Harbors Environmental | \$0.60/Gallon |

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- 1) City Standard Contract
- 2) 2022 Bid Opening Table
- 3) Marshall's Sanitation Services LLC Bid Submittal

CONTRACT

A Contract for Residual Solids Removal

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

and

Marshall's Septic Care
4250 Reno Hwy
PO Box 403
Fallon, NV 89406

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, July 1, 2022, until June 30, 2024, 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

CONTRACT

A Contract for Residual Solids Removal

requested by the City causes an increase or decrease in the cost or time required 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: Marshall's Septic Care
 4250 Reno Hwy
 PO Box 403
 Fallon, NV 89406

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,

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A Contract for Residual Solids Removal

books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

- B. Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- C. Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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 Residual Solids Removal

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 Residual Solids Removal

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,

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A Contract for Residual Solids Removal

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 System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold

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A Contract for Residual Solids Removal

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

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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. CONTACTOR NAME has entered into a contract with Owner to perform work from THE 1st DAY OF July, 2022 to THE 30th DAY OF June, 2024 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

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A Contract for Residual Solids Removal

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.

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B. Commercial General Liability Insurance

- 1. Minimum Limits required:
 - \$1,000,000** General Aggregate
 - \$1,000,000** Products & Completed Operations Aggregate
 - \$1,000,000** Personal and Advertising Injury
 - \$1,000,000** 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).

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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).
- 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.

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D. Umbrella or Excess Liability Insurance

- 1. May be used to achieve the above minimum liability limits.

CONTRACT

A Contract for Residual Solids Removal

2. Shall be endorsed to state it is "As Broad as Primary Policy"

**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.

**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 reduced or materially altered and shall provide those 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

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A Contract for Residual Solids Removal

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 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,

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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.

- 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 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.

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A Contract for Residual Solids Removal

- 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. 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.

CONTRACT

A Contract for Residual Solids Removal

- 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 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,

CONTRACT

A Contract for Residual Solids Removal

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.
- 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.

CONTRACT
A Contract for Residual Solids Removal

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

CITY OF FERNLEY

Public Works Director

Date

City of Fernley Mayor

Date

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

CONTRACT

A Contract for Residual Solids Removal

_____, being first duly sworn, deposes and says: That Marshall's Septic Care. is the Contractor; that _____ has read the foregoing Contract; and that they understand the terms, conditions, and requirements thereof.

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

ATTACHMENT A

Biennial Water Treatment Plant Residual Removal Contract

BID TABLE

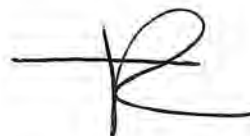
Price per gallon, all fees are to be included in the price per gallon bid.
\$0.39 per gallon
Marshall's Septic Care

Laboratory Report TCLP-8 Metals Analysis Report

<i>Parameter</i>	<i>Method</i>	<i>Result</i>	<i>Units</i>	<i>Reporting Limit</i>
Arsenic-ICP-MS	SW-846 6020	<0.1	mg/L	0.1
Barium-ICP MS	SW-846 6020	<0.5	mg/L	2
Cadmium-ICP-MS	SW-846- 6020	<0.1	mg/L	0.1
Chromium- ICP-MS	SW-846-6020	<0.1	mg/L	0.1
Lead-ICP-MS	SW-846 6020	<0.1	mg/L	0.1
Mercury- AA Cold Vapor	SW-846-7470	<0.002	mg/L	0.002
Selenium-ICP-MS	SW-846-6020	<0.5	mg/L	0.5
Silver	SW-846-6020	<0.1	mg/L	0.1

Additional Typical Lab Data Available on pages 9, 10, and 11:
pH, Suspended Solids Not to Exceed 20,000 mg/L or 2%,
TPH-E, TPH-P and VOC's (EPA 8260)

**RESIDUAL SOLIDS TO BE HAULED ARE NOT A U.S. DEPARTMENT
OF TRANSPORTATION HAZARDOUS MATERIAL**



Biennial Water Treatment Plant Residual Removal Contract



SilverState
Analytical Laboratories
Sierra Environmental Monitoring

Silver State Labs-Reno
1135 Financial Blvd
Reno, NV 89502
(775) 857-2400 FAX: (888) 398-7002
www.ssalabs.com

Analytical Report

Workorder#: 19060689
Date Reported: 6/27/2019

Client: CITY OF FERNLEY UTILITIES
Project Name: TPAS
PO #: WT-189618

Sampled By: B. Howard

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
19060689-01	TPAS	06/12/2019 8:35	6/12/2019

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
pH	SM 4500 H+ B	7.33	pH Units		KK	06/17/2019 15:27	H
pH Temperature	SM 4500 H+ B	22.0	°C		KK	06/17/2019 15:27	H
Suspended Solids	SM 2540 D	17000	mg/L	5	AA	06/12/2019 12:24	

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
19060689-02	TPAS	06/12/2019 8:35	6/12/2019

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
TPH Extractables	EPA 8015	See Report			CW		
TPH Purgables	EPA 8015	See Report			CW		
VOC 8260	EPA 8260	See Report			CW		

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
19060689-03	TPAS	06/12/2019 8:35	6/12/2019

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Arsenic	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 6:21	
Barium	EPA 8020	1.1	mg/L	0.5	KL	06/25/2019 6:21	
Cadmium	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 6:21	
Chromium	EPA 8020	0.4	mg/L	0.1	KL	06/25/2019 6:21	
Lead	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 6:21	
Mercury	EPA 7470	<0.01	mg/L	0.01	KL	06/25/2019 9:48	
Selenium	EPA 8020	<0.5	mg/L	0.5	KL	06/25/2019 6:21	
Silver	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 6:21	

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc.
 (775) 355-1044 / (775) 355-0406 FAX / 1-800-283-1183
 225 Glendale Ave. - Suite 21 - Sparks, Nevada 89431-5578

Analytical Report

WO#: SSL1906462

Report Date: 6/24/2019

CLIENT: Silver State Analytical Laboratories

Collection Date: 6/12/2019 8:35:00 AM

Project:

Lab ID: 1906452-01

Matrix: AQUEOUS

Client Sample ID TPAS

Analyses	Result	RL	Qual	Units	Date Analyzed	Method
TPH-E (DRO)	ND	0.50		mg/L	6/17/2019	TPH-E by EPA 8015C
TPH-E (ORO)	ND	0.50		mg/L	6/17/2019	TPH-E by EPA 8015C
Surr: Nonane	101	83-125		%Rec	6/17/2019	TPH-E by EPA 8015C
TPH-P (GRO)	ND	0.50		mg/L	6/19/2019	TPH-P by EPA 8015C
Surr: 1,2-Dichloroethane-d4	110	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Surr: Toluene-d8	106	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Surr: 4-Bromofluorobenzene	98	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Chloromethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
Vinyl chloride	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromomethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
Trichlorofluoromethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Dichloromethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
trans-1,2-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1-Dichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
cis-1,2-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chloroform	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,1-Trichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Carbon tetrachloride	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Benzene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichloropropane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Trichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromodichloromethane	3.9	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
cis-1,3-Dichloropropene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
trans-1,3-Dichloropropene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,2-Trichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Toluene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
Dibromochloromethane	17	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Tetrachloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Ethylbenzene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
m,p-Xylene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromoform	28	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
o-Xylene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,2,2-Tetrachloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,3-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,4-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Surr: 1,2-Dichloroethane-d4	110	70-130		%Rec	6/19/2019	VOCs by EPA 8260B
Surr: Toluene-d8	106	70-130		%Rec	6/19/2019	VOCs by EPA 8260B
Surr: 4-Bromofluorobenzene	98	70-130		%Rec	6/19/2019	VOCs by EPA 8260B

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc.
355 Glendale Ave, #21
Sparks, Nevada 89431
TEL: (775) 355-1044 FAX: (775) 355-0406
Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906452

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/E_W

Sample ID: MB-7755	SampType: MBLK	TestCode: TPH/E_W	Units: mg/L								
Client ID: PBW	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192824									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	ND	0.05									
TPH-E (ORO)	ND	0.5									
Surr: Nonane	0.15		0.15		98.7	63	125				

Sample ID: LCS-7755	SampType: LCS	TestCode: TPH/E_W	Units: mg/L								
Client ID: LCSW	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192825									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	2.81	0.05	2.5	0	112	89.6	123				
Surr: Nonane	0.155		0.15		103	60	129				

Sample ID: 1906586-02AMSD	SampType: MSD	TestCode: TPH/E_W	Units: mg/L								
Client ID: BatchQC	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192830									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	2.9	0.1	2.5	0	116	79	140	2.74	5.5	8	
Surr: Nonane	0.302		0.3		101	68.8	128	0.293	0	0	

Sample ID: 1906586-02AMS	SampType: MS	TestCode: TPH/E_W	Units: mg/L								
Client ID: BatchQC	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192829									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	2.74	0.1	2.5	0	110	79	140				
Surr: Nonane	0.293		0.3		97.7	68.8	128				

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc
355 Glendale Ave, #21
Sparks, Nevada 89431
TEL: (775) 355-1044 FAX: (775) 355-0406
Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906452

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/P_W

Sample ID: MB-7798	SampType: MBLK	TestCode: TPH/P_W	Units: mg/L								
Client ID: PBW	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194595									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	ND	0.05									
Surr: 1,2-Dichloroethane-d4	0.011		0.01		109	69.51	130.49				
Surr: Toluene-d8	0.011		0.01		108	69.51	130.49				
Surr: 4-Bromofluorobenzene	0.0087		0.01		57.1	69.51	130.49				

Sample ID: GLCS-7798	SampType: GLCS		TestCode: TPH/P_W		Units: mg/L						
Client ID: BatchQC	Batch ID: A7798B		TestNo: SW8015								
Prep Date: 6/19/2019	RunNo: 6791		SeqNo: 194594								
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	0.428	0.05	0.4	0	107	73.9	126				
Surr: 1,2-Dichloroethane-d4	0.01		0.01		100	69.51	130.49				
Surr: Toluene-d8	0.0101		0.01		101	69.51	130.49				
Surr: 4-Bromofluorobenzene	0.01		0.01		100	69.51	130.49				

Sample ID: 1906592-01AGSD	SampType: GSD	TestCode: TPH/P_W	Units: mg/L								
Client ID: BatchQC	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194585									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	1.97	0.25	2	0	98.6	60	125	1.94	1.6	28	
Surr: 1,2-Dichloroethane-d4	0.0529		0.05		106	69.51	130.49	0.0506	0	0	
Surr: Toluene-d8	0.049		0.05		98.0	69.51	130.49	0.0482	0	0	
Surr: 4-Bromofluorobenzene	0.0517		0.05		103	69.51	130.49	0.0545	0	0	

Sample ID: 1906592-01AGS	SampType: GS	TestCode: TPH/P_W	Units: mg/L								
Client ID: BatchQC	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194584									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	1.94	0.25	2	0	97.0	60	125				
Surr: 1,2-Dichloroethane-d4	0.0505		0.05		101	69.51	130.49				
Surr: Toluene-d8	0.0482		0.05		98.3	69.51	130.49				
Surr: 4-Bromofluorobenzene	0.0545		0.05		109	69.51	130.49				

Biennial Water Treatment Plant Residual Removal Contract



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 255 Glendale Ave, #21
 Sparks, Nevada 89431
 TEL: (775) 355-1044 FAX: (775) 355-0406
 Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906452

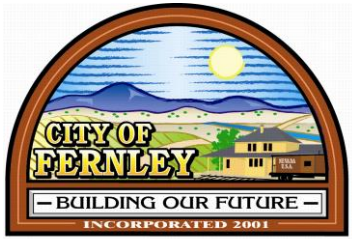
24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/P_W

Sample ID: 1906592-01AGS	SampType: GS	TestCode: TPH/P_W	Units: mg/L								
Client ID: BatchQC	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194584									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual



2022-2024 Biennial Water Treatment Plant Residual Removal
City of Fernley – Public Works Department
Bid Opening May 3, 2022 – 10:00 a.m.

Name of Bidders	Specifications provided	Proposal Amount	Bid Provisions
Clean Harbors	Yes	\$0.60/Gallon	Yes
Marshall's Septic Care	Yes	\$0.39/Gallon	Yes

The amounts identified on this bid opening table represent the City's understanding of the bid amounts at the time of the opening of bids. The City is not responsible for any miscalculations or errors in transferring amounts to this table and any low bidder remains the "apparent" low bidder until a full review of the bid submittals and a recommendation for award is made to, and acted upon by, the City Council of the City of Fernley.

Biennial Water Treatment Plant Residual Removal Contract

BID TABLE

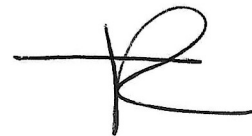
Price per gallon, all fees are to be included in the price per gallon bid.
\$0.39 per gallon Marshall's Septic Care

Laboratory Report
TCLP-8 Metals Analysis Report

<i>Parameter</i>	<i>Method</i>	<i>Result</i>	<i>Units</i>	<i>Reporting Limit</i>
Arsenic-ICP-MS	SW-846 6020	<0.1	mg/L	0.1
Barium-ICP MS	SW-846 6020	<0.5	mg/L	2
Cadmium-ICP-MS	SW-846- 6020	<0.1	mg/L	0.1
Chromium- ICP-MS	SW-846-6020	<0.1	mg/L	0.1
Lead-ICP-MS	SW-846 6020	<0.1	mg/L	0.1
Mercury- AA Cold Vapor	SW-846-7470	<0.002	mg/L	0.002
Selenium-ICP-MS	SW-846-6020	<0.5	mg/L	0.5
Silver	SW-846-6020	<0.1	mg/L	0.1

Additional Typical Lab Data Available on pages 9, 10, and 11:
pH, Suspended Solids Not to Exceed 20,000 mg/L or 2%,
TPH-E, TPH-P and VOC's (EPA 8260)

**RESIDUAL SOLIDS TO BE HAULED ARE NOT A U.S. DEPARTMENT
OF TRANSPORTATION HAZARDOUS MATERIAL**



Biennial Water Treatment Plant Residual Removal Contract



Silver State Labs-Reno
1135 Financial Blvd
Reno, NV 89502
(775) 857-2400 FAX: (888) 398-7002
www.ssalabs.com

Analytical Report

Workorder#: 19060689
Date Reported: 6/27/2019

Client: CITY OF FERNLEY UTILITIES
Project Name: TPAS
PO #: WT-189618

Sampled By: B. Howard

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
19060689-01	TPAS	06/12/2019 8:35	6/12/2019

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
pH	SM 4500 H+ B	7.33	pH Units		KK	08/17/2019 15:27	H
pH Temperature	SM 4500 H+ B	22.0	°C		KK	08/17/2019 15:27	H
Suspended Solids	SM 2540 D	17000	mg/L	5	AA	08/12/2019 12:24	

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
19060689-02	TPAS	06/12/2019 8:35	6/12/2019

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
TPH Extractables	EPA 8015	See Report			CW		
TPH Purgables	EPA 8015	See Report			CW		
VOC 8260	EPA 8260	See Report			CW		

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
19060689-03	TPAS	06/12/2019 8:35	6/12/2019

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Arsenic	EPA 8020	<0.1	mg/L	0.1	KL	08/25/2019 8:21	
Barium	EPA 8020	1.1	mg/L	0.5	KL	08/25/2019 8:21	
Cadmium	EPA 8020	<0.1	mg/L	0.1	KL	08/25/2019 8:21	
Chromium	EPA 8020	0.4	mg/L	0.1	KL	08/25/2019 8:21	
Lead	EPA 8020	<0.1	mg/L	0.1	KL	08/25/2019 8:21	
Mercury	EPA 7470	< 0.01	mg/L	0.01	KL	08/25/2019 9:48	
Selenium	EPA 8020	<0.5	mg/L	0.5	KL	08/25/2019 8:21	
Silver	EPA 8020	<0.1	mg/L	0.1	KL	08/25/2019 8:21	

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc.
(775) 355-1044 / (775) 355-0406 FAX / 1-800-283-1183
225 Glendale Ave. - Suite 21 - Sparks, Nevada 89431-5578

Analytical Report

WO#: SSL1906452

Report Date: 6/24/2019

CLIENT: Silver State Analytical Laboratories

Collection Date: 6/12/2019 8:35:00 AM

Project:

Lab ID: 1906452-01

Matrix: AQUEOUS

Client Sample ID TPAS

Analyses	Result	RL	Qual	Units	Date Analyzed	Method
TPH-E (DRO)	ND	0.50		mg/L	6/17/2019	TPH-E by EPA 8015C
TPH-E (ORO)	ND	0.50		mg/L	6/17/2019	TPH-E by EPA 8015C
Surr: Nonane	101	63-125		%Rec	6/17/2019	TPH-E by EPA 8015C
TPH-P (GRO)	ND	0.50		mg/L	6/19/2019	TPH-P by EPA 8015C
Surr: 1,2-Dichloroethane-d4	110	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Surr: Toluene-d8	106	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Surr: 4-Bromofluorobenzene	98	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Chloromethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
Vinyl chloride	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromomethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
Trichlorofluoromethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Dichloromethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
trans-1,2-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1-Dichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
cis-1,2-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chloroform	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,1-Trichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Carbon tetrachloride	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Benzene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichloropropane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Trichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromodichloromethane	3.9	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
cis-1,3-Dichloropropene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
trans-1,3-Dichloropropene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,2-Trichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Toluene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
Dibromochloromethane	17	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Tetrachloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Ethylbenzene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
m,p-Xylene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromoform	28	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
o-Xylene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,2,2-Tetrachloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,3-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,4-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Surr: 1,2-Dichloroethane-d4	110	70-130		%Rec	6/19/2019	VOCs by EPA 8260B
Surr: Toluene-d8	106	70-130		%Rec	6/19/2019	VOCs by EPA 8260B
Surr: 4-Bromofluorobenzene	98	70-130		%Rec	6/19/2019	VOCs by EPA 8260B

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc
333 Glendale Ave, #21
Sparks, Nevada 89431
TEL: (775) 333-1044 FAX: (775) 333-0406
Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906452

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/E_W

Sample ID: MB-7755	SampType: MBLK	TestCode: TPH/E_W	Units: mg/L								
Client ID: PBW	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192824									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

TPH-E (DRO)

ND

0.05

TPH-E (ORO)

ND

0.5

Surr: Nonane

0.15

0.15

98.7

63

125

Sample ID: LCS-7755	SampType: LCS	TestCode: TPHWE_W	Units: mg/L								
Client ID: LCSW	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192825									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

TPH-E (DRO)

2.81

0.05

2.5

0

112

89.6

123

Surr: Nonane

0.155

0.15

103

80

129

Sample ID: 1906586-02AMSD	SampType: MSD	TestCode: TPH/E_W	Units: mg/L								
Client ID: BatchQC	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192830									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

TPH-E (DRO)

2.8

0.1

2.5

0

116

79

140

2.74

5.8

8

Surr: Nonane

0.302

0.3

101

68.8

128

0.293

0

0

Sample ID: 1906586-02AMS	SampType: MS	TestCode: TPH/E_W	Units: mg/L								
Client ID: BatchQC	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192829									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

TPH-E (DRO)

2.74

0.1

2.5

0

110

79

140

Surr: Nonane

0.293

0.3

97.7

68.8

128

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc
333 Glendale Ave, #21
Sparks, Nevada 89431
TEL: (775) 355-1044 FAX: (775) 355-0406
Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906452

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/P_W

Sample ID: MB-7798	SampType: MBLK		TestCode: TPH/P_W		Units: mg/L						
Client ID: PBW	Batch ID: A7798B		TestNo: SW8015								
Prep Date: 6/19/2019	RunNo: 6791		SeqNo: 194595								
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	ND	0.05									
Surr: 1,2-Dichloroethane-d4	0.011		0.01		109	69.51	130.49				
Surr: Toluene-d8	0.011		0.01		106	69.51	130.49				
Surr: 4-Bromofluorobenzene	0.0087		0.01		57.1	69.51	130.49				

Sample ID: GLCS-7798	SampType: GLCS		TestCode: TPH/P_W		Units: mg/L						
Client ID: BatchQC	Batch ID: A7798B		TestNo: SW8015								
Prep Date: 6/19/2019	RunNo: 6791		SeqNo: 194594								
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	0.428	0.05	0.4	0	107	73.9	126				
Surr: 1,2-Dichloroethane-d4	0.01		0.01		100	69.51	130.49				
Surr: Toluene-d8	0.0101		0.01		101	69.51	130.49				
Surr: 4-Bromofluorobenzene	0.01		0.01		100	69.51	130.49				

Sample ID: 1906592-01AGSD			SampType: GSD		TestCode: TPH/P_W			Units: mg/L			
Client ID: BatchQC			Batch ID: A7798B		TestNo: SW8015						
Prep Date: 6/19/2019			RunNo: 6791		SeqNo: 194585						
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	1.97	0.25	2	0	98.6	60	125	1.94	1.6	28	
Surr: 1,2-Dichloroethane-d4	0.0529		0.05		106	69.51	130.49	0.0505	0	0	
Surr: Toluene-d8	0.049		0.05		98.0	69.51	130.49	0.0482	0	0	
Surr: 4-Bromofluorobenzene	0.0517		0.05		103	69.51	130.49	0.0545	0	0	

Sample ID: 1906592-01AGS			SampType: GS			TestCode: TPH/P_W		Units: mg/L			
Client ID: BatchQC			Batch ID: A7798B			TestNo: SW8015					
Prep Date: 6/19/2019			RunNo: 6791			SeqNo: 194584					
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	1.94	0.25	2	0	97.0	60	125				
Surr: 1,2-Dichloroethane-d4	0.0505		0.05		101	69.51	130.49				
Surr: Toluene-d8	0.0482		0.05		98.3	69.51	130.49				
Surr: 4-Bromofluorobenzene	0.0545		0.05		109	69.51	130.49				

Biennial Water Treatment Plant Residual Removal Contract



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TEL: (775) 355-1044 FAX: (775) 355-0406
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QC SUMMARY REPORT

WO#: 1906452

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/P_W

Sample ID: 1906592-01AGS	SampType: GS	TestCode: TPH/P_W	Units: mg/L
Client ID: BatchQC	Batch ID: A7798B	TestNo: SW8015	
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194584	
Analysis Date: 6/19/2019			
Analyte	Result	PQL	SPK Value
			SPK Ref Val
			%REC
			LowLimit
			HighLimit
			RPD Ref Val
			%RPD
			RPDLimit
			Qual



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

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

AGENDA ITEM BRIEF:

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

RECOMMENDED MOTION:

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

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to renew the contract and continue providing the services in-house. However, the water and sewer modeling services would require a contract with an engineering firm, since the City does not have the software required to perform the work. In the event that Council does not approve the contract, staff

would recommend that Council direct staff to come back with a revised contract and fee structure for water and sewer modeling services only.

BACKGROUND:

The contract would allow the engineering department to utilize the services of an engineering firm to provide a variety of on-call engineering services, primarily entitlement and construction permitting review services and water and sewer system modeling services. The cost for these services would be borne by the development project applicant and will require an adjustment to the current development fee structure. Any engineering services not for development would be paid for by the City through the engineering department's professional services budget. These services would be directed and scoped by the City Engineer.

Staff advertised a request for qualification in March and April of 2019. The City received four submittals to the request for qualifications. Internal staff reviewed and scored the submittals and set up interviews with three of the four applicants. Staff interviewed three applicants and the highest-ranking firm in the process was Shaw Engineering.

Shaw was awarded the contract in 2019. The contract is due to expire on June 30th, 2022. Staff would like to renew the contract with Shaw Engineering.

BACKGROUND:

The City of Fernley has experienced a substantial increase in development over the past few years. This new development requires a great deal of review and coordination through the engineering department. The department simply doesn't have adequate staffing to keep up with the increased workload. Permit review times have increased which is inadequate for our external and internal customers.

The engineering department currently has 6 full time positions and one part-time position. The full-time positions are City Engineer, Associate Engineer, Senior Project Manager (2), Administrative Specialist II, and Administrative Specialist III. The part-time position is for our GIS Technician. In addition to development reviews and quality assurance inspections for public improvements for development projects, the department is responsible for managing the design and construction of the City's capital improvement program, administering the City's water rights program, maintaining and updating the City's geographic information system (GIS) data, and miscellaneous tasks as assigned such as creating an asset management program. The current capital improvement program has approximately over 60 projects that the City will need to complete during the 2022/2023 fiscal year.

Historically, the City has contracted with a consultant for all of its engineering services. Prior to 2009, the City utilized TRC Consultants, TRC, as the contract City Engineer. TRC performed all the duties of the City's current engineering department other than water rights administration. This contract was eliminated due to budget issues and the economic downturn affecting the nation and the region. The City Engineer position was created to take the place of the TRC contract and was also combined with the Public Works Director position. In 2014, a separate City Engineer position was created so there was no longer a combined PW Director/City Engineer. The department was split from the Public Works Department soon thereafter, utilizing existing personnel and positions.

The City currently utilizes a consultant to perform water and sewer modeling services related to development projects. The City also began utilizing a consultant to perform quality assurance inspections in 2017.

During the fiscal year 19/20, Shaw Engineering received 20 projects from the City of Fernley to review civil and

grading permits, water and sewer modeling applications, and administrative reviews.

During the fiscal year 20/21, Shaw engineering had received over 35 projects from the City of Fernley to review.

During the fiscal year 21/22, Shaw engineering had received over 68 projects from the City of Fernley to review.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

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

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

ATTACHMENTS:

1. 2022.07.06 Shaw Engineering Engineering Review Contract FY22-23
2. 2022 fee schedule-Attachment A

CONTRACT

A Contract For On Call Engineering Review Services

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

and

Shaw Engineering
20 Vine Street
Reno, NV 89503

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

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

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

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

2. **DEFINITIONS.**

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

3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2022, to the 30th day of June, 2023, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

CONTRACT

A Contract For On Call Engineering Review Services

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

Shaw Engineering
Cody Black
20 Vine Street
Reno, NV 89503

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

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

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

CONTRACT

A Contract For On Call Engineering Review Services

- 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 work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

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

CONTRACT

A Contract For On Call Engineering Review Services

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

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

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

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

CONTRACT

A Contract For On Call Engineering Review Services

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

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

15. INDEMNIFICATION.

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

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

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other

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

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

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

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

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

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

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

COF

CTR

Workers' Compensation and Employer's Liability Insurance:

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

Shaw Engineering has entered into a contract with Owner to perform work from _____ to 6/30/22 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

COF

CTR

Commercial General Liability Insurance:

- 1) Minimum Limits required:

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 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

CONTRACT

A Contract For On Call Engineering Review Services

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).

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COF☐
CTR

Business Automobile Liability Insurance:

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

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

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COF☐
CTR

Professional Liability Insurance:

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

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COF☐
CTR

Umbrella or Excess Liability Insurance:

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

☐
COF☐
CTR

Commercial Crime Insurance:

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

☐
COF☐
CTR

Performance Security:

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

General Requirements:

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A Contract For On Call Engineering Review Services

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

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

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

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

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

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

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

19. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

CITY MANAGER

City of Fernley

Telephone: 775-784-9900

DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley

Brandi Jensen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

BRANDI JENSEN
DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: ENGINEERING DEPARTMENT

DEREK STARKEY, Department Director
DATED this _____ day of _____, 20__.

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A Contract For On Call Engineering Review Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20 22, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

ROY EDGINGTON JR, MAYOR

DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 20__.

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

CONTRACTOR

BY: _____
TITLE: _____
FIRM: _____
BUSINESS LICENSE #: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ / Fax #: _____
E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

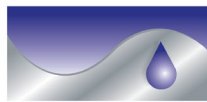
STATE OF _____)
County of _____) ss

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 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: _____



2022 FEE SCHEDULE

PROFESSIONAL

Principal	\$180.00/hr
Project Manager	\$160.00/hr
Senior Engineer	\$150.00/hr
Professional Engineer II	\$140.00/hr
Professional Engineer I	\$120.00/hr
Staff Engineer II	\$110.00/hr
Staff Engineer I	\$100.00/hr
Expert Testimony	
Consultations	\$250.00/hr
Reports/Preparations	\$500.00/hr
Trial/Depositions	\$750.00/hr (4 hr.Min.)

TECHNICAL

Engineering Technician	\$ 95.00/hr
Planning Technician	\$ 85.00/hr
Drafting/Technician II	\$ 85.00/hr
Drafting/Technician I	\$ 75.00/hr
Construction Inspector II	\$100.00/hr
Construction Inspector I	\$ 90.00/hr

ADMINISTRATIVE

Office Administrator	\$ 75.00/hr
Administrative Assistant II	\$ 65.00/hr
Administrative Assistant I	\$ 55.00/hr

OTHER

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

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams

FINANCIAL IMPACT:

Yes:x No:

CURRENTLY BUDGETED:

Yes:x No:

FUND/ACCOUNT:

100-475-320

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to Approve the award of the 2022-2023 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price for the services listed in the bid document not to exceed \$128,000.

AGENDA ITEM BRIEF:

This is an annual contract award for Traffic Signal Maintenance Service for the service and repair of the five (5) NDOT traffic signals and one (1) City owned signal that are operated and maintained by the City of Fernley Public Works Department per Interlocal Agreement No. P354-20-201 with the Nevada Department of Transportation (NDOT). This contract will be renewed on an annual basis and will help the City lock in prices for the year and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS and two responsible bids were received.

RECOMMENDED MOTION:

"I move to approve the award of the 2022-2023 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed unit price for services listed in the bid document, not to exceed \$128,000."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can deny the purchase and instruct the city manager for alternatives.

BACKGROUND:

This is a contract award for traffic signal maintenance and service for the Public Works Department. The scope of this contract will include the service and maintenance of the five (5) NDOT owned traffic signals and one (1) City owned signal and equipment located within the city that are assigned to and operated by the Public Works Department.

In order to provide a cohesive and safe transportation system throughout the City of Fernley, traffic signals must be regularly maintained and updated. Traffic signal maintenance guidelines have been developed to ensure optimally performing equipment and are included within the scope of this contract.

In September 2020, the City of Fernley entered into Interlocal Agreement No. P354-20-201 with the Nevada Department of Transportation (NDOT), to establish roles and responsibilities for ownership, maintenance, operation and repair of NDOT owned traffic signal systems located within the City.

Per the Agreement, Article I, Paragraph 7, the City is to provide NDOT's District Engineer a list of anticipated Signal System maintenance, or anticipated repairs exceeding One Thousand Five Hundred Dollars (\$1,500) each along with an estimated annual cost for which the City will request reimbursement per signalized intersection.

From this agreement, the City entered into a Contract for Engineering Services with Headway Transportation LLC in December 2020 to Compile a Traffic Signal Maintenance Guide for City and or City on-call Contractors regarding annual operations and maintenance activities at each signalized intersection within the City. Based on Headway's condition assessment of the Signal Systems, durations established for typical equipment life cycles and frequency of O&M activities recommended per the Traffic Signal Maintenance Guide, Staff proposed that funding be budgeted for FY 22/23 to address deficiencies, upgrades, and routine operations and maintenance for each signalized intersection within the City.

Under this contract, the contractor will provide routine operations and maintenance activities that will be performed on all signalized intersections within the City approximately every six months, as well as perform emergency repairs, report and repair equipment and operating system deficiencies as well as monitor and adjust signal timings when needed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: NRS 332.039 Advertisements or Requests for Bid on Contract.

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, and the Lyon County News Leader on 05/11, 5/18, 5/25, and 6/1/2022. Closing Date 06/7/2022. We received two (2) bid proposals. The apparent low responsible bidder is Titan Electrical Contracting, Inc. The bid summary is as follows:

1. Titan Electrical Contracting, Inc. \$80,380.00.
2. Par Electrical Contractors, Inc. \$130,237.00.

Titan Electrical Contracting, Inc. was the lowest responsible bid received for the Annual Traffic Maintenance Service Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Contract-2022-2023_Annual_Traffic_Signal_Maintenance
2. 2022 TSMS Contract Bid Opening Table - Final
3. Titan Electrical Contracting Bid



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 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:

100-475-320

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

AGENDA ITEM: (Possible action) Approve the award of 2022-2023 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed the unit price per services listed in the bid document not exceeding \$128,000.

Agenda Item Brief: This is an annual contract award for Traffic Signal Maintenance Service for the service and repair of the five (5) NDOT traffic signals and one (1) City owned signal that are operated and maintained by the City of Fernley Public Works Department per Interlocal Agreement No. P354-20-201 with the Nevada Department of Transportation (NDOT). This contract will be renewed on an annual basis and will help the City lock in prices for the year and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS and two responsible bids were received.

Recommended Motion:

"I move to approve the award of the 2022-2023 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed unit price per services listed in the bid document not exceeding \$128,000."

- ☐ 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:

BACKGROUND:

This is a contract award for traffic signal maintenance and service for the Public Works Department. The scope of this contract will include the service and maintenance of the five (5) NDOT owned traffic signals and one (1) City owned signal and equipment located within the city that are assigned to and operated by the Public Works Department.

In order to provide a cohesive and safe transportation system throughout the City of Fernley, traffic signals must be regularly maintained and updated. Traffic signal maintenance guidelines have been developed to ensure optimally performing equipment and are included within the scope of this contract.

In September 2020, the City of Fernley entered into Interlocal Agreement No. P354-20-201 with the Nevada Department of Transportation (NDOT), to establish roles and responsibilities for ownership, maintenance, operation and repair of NDOT owned traffic signal systems located within the City.

Per the Agreement, Article I, Paragraph 7, the City is to provide NDOT's District Engineer a list of anticipated Signal System maintenance, or anticipated repairs exceeding One Thousand Five Hundred Dollars (\$1,500) each along with an estimated annual cost for which the City will request reimbursement per signalized intersection.

From this agreement, the City entered into a Contract for Engineering Services with Headway Transportation LLC in December 2020 to Compile a Traffic Signal Maintenance Guide for City and or City on-call Contractors regarding annual operations and maintenance activities at each signalized intersection within the City. Based on Headway's condition assessment of the Signal Systems, durations established for typical equipment life cycles and frequency of O&M activities recommended per the Traffic Signal Maintenance Guide, Staff proposed that funding be budgeted for FY 22/23 to address deficiencies, upgrades, and routine operations and maintenance for each signalized intersection within the City.

Under this contract, the contractor will provide routine operations and maintenance activities that will be performed on all signalized intersections within the City approximately every six months, as well as perform emergency repairs, report and repair equipment and operating system deficiencies as well as monitor and adjust signal timings when needed.

PRIOR COUNCIL ACTION

11/3/2021: Possible Action to Approve the award of 2021-2022 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price per Services listed in the bid document not exceeding \$128,000.

Motion Passed

8/5/2020 FCC Meeting

Possible Action to Approve and Enter into an Interlocal Agreement (Agreement) with the Nevada Department of Transportation (NDOT) to establish roles and responsibilities for ownership, maintenance, operation and repair of the traffic signal systems (Signal Systems) located within the City of Fernley (City).

Motion Passed

LEGAL IMPLICATIONS:

Nevada Statutes: NRS 332.039 Advertisements or Requests for Bid on Contract.

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, and the Lyon County News Leader on 05/11, 5/18, 5/25, and 6/1/2022. Closing Date 06/7/2022. We received two (2) bid proposals. The apparent low responsible bidder is Titan Electrical Contracting, Inc. The bid summary is as follows:

1. Titan Electrical Contracting, Inc. \$80,380.00.
2. Par Electrical Contractors, Inc. \$130,237.00.

Titan Electrical Contracting, Inc. was the lowest responsible bid received for the Annual Traffic Maintenance Service Contract.

FINANCIAL IMPLICATIONS:**ATTACHMENTS:**

- 1.) City of Fernley Standard Contract
- 2.) Bid Opening Table
- 3.) Titan Electrical Contractor Bid

CONTRACT

A Contract for Traffic Signal Maintenance

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

and

Titan Electrical Contracting, Inc.
5450 Mill Street #100
Reno, NV 89502

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, July 1, 2022, until June 30, 2023, 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 to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

CONTRACT

A Contract for Traffic Signal Maintenance

- 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: Titan Electrical Contracting, Inc.
 5450 Mill Street #100
 Reno, NV 89502

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 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.

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A Contract for Traffic Signal Maintenance

- 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 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.

CONTRACT

A Contract for Traffic Signal Maintenance

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
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:

CONTRACT

A Contract for Traffic Signal Maintenance

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).
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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, 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,

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A Contract for Traffic Signal Maintenance

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 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

CONTRACT

A Contract for Traffic Signal Maintenance

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. CONTACTOR NAME has entered into a contract with Owner to perform work from THE 1st DAY OF July 2022 to THE 30th DAY OF June 2023 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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.

CONTRACT**A Contract for Traffic Signal Maintenance**

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

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 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).

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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).
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.

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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**
- 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: \$ _____

CONTRACT

A Contract for Traffic Signal Maintenance

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 reduced or materially altered and shall provide those 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.

CONTRACT

A Contract for Traffic Signal Maintenance

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 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.
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

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A Contract for Traffic Signal Maintenance

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 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:

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A Contract for Traffic Signal Maintenance

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

CONTRACT

A Contract for Traffic Signal Maintenance

this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

- 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

CONTRACT

A Contract for Traffic Signal Maintenance

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.

- 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.

CONTRACT

A Contract for Traffic Signal Maintenance

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

CITY OF FERNLEY

Public Works Director

Date

City of Fernley Mayor

Date

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

CONTRACT

A Contract for Traffic Signal Maintenance

_____, being first duly sworn, deposes and says: That Titan Electrical Contracting, Inc. is the Contractor; that _____ has read the foregoing Contract; and that they understand the terms, conditions, and requirements thereof.

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

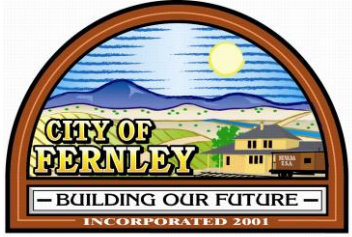
ATTACHMENT A

Titan Electrical Contracting

Annual Traffic Signal Maintenance Contract Bid

<u>ITEM</u> <u>#</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u>
1	16	Hours	Routine Maintenance (Main St/US 50A/US 95A)	131.00	2,096.00
2	1	EA	Remove & Replace Type 1-A Pole	3,020.00	3,020.00
3	1	EA	Remove & Replace Type 1-A Foundation	2,300.00	2,300.00
4	16	Hours	Routine Maintenance (US 95A/Fremont/Chisholm)	131.00	2,096.00
5	2	EA	Remove & Replace Pedestrian Signal Indication	1,040.00	2,080.00
6	1	EA	PPB Station Sign & Plate	1,580.00	1,580.00
7	1	EA	Remove & Replace PPB Post Foundation	2,030.00	2,030.00
8	1	EA	Piggyback Battery Backup System (US 95A/Fremont/Chisholm)	9,020.00	9,020.00
9	16	Hours	Routine Maintenance (US 95A/Newlands)	131.00	2,096.00
10	1	EA	Piggyback Battery Backup System (US 95A/Newlands)	9,020.00	9,020.00
11	4	EA	PPB Station Extension (Single & Dual)	380.00	1,520.00
12	1	EA	Remove & Replace 12" LED Indication	580.00	580.00
13	1	EA	Handhole Cover	570.00	570.00
14	8	Hours	Routine Maintenance (US 50A/River Ranch Rd)	130.00	1,040.00
15	1	EA	3-Section Signal Head (Furnish to City)	780.00	780.00
16	16	Hours	Routine Maintenance (US 50A/Nevada Pacific Pkwy)	131.00	2,096.00
17	1	EA	Pedestrian Signal Head (Furnish to City)	920.00	920.00
18	1	FA	Force Account	\$20,000	\$20,000
19	16	Hours	Routine Maintenance (E. Newlands/Stanley)	131.00	2,096.00
20	4	EA	Vehicle Loop Detector	830.00	3,320.00
21	1	EA	PCC Pedestrian Ramp	8,800.00	8,800.00
22	8	Hours	Emergency Repairs (Contingent)	210.00	1,680.00
23	4	EA	Relamp & Repaint 3-Section Signal Head (Contingent)	410.00	1,640.00
TOTAL					

TOTAL \$ 80,380.00



2022 Annual Traffic Signal Maintenance Service Contract
City of Fernley – Public Works Department
Bid Opening June 7, 2022 – 10:00 AM

Name of Bidders	Proposal Amount
Par Western Line Contractors LLC	\$130,237.00
Titan Electrical Contracting	\$80,380.00

The amounts identified on this bid opening table represent the City’s understanding of the bid amounts at the time of the opening of bids. The City is not responsible for any miscalculations or errors in transferring amounts to this table and any low bidder remains the “apparent” low bidder until a full review of the bid submittals and a recommendation for award is made to, and acted upon by, the City Council of the City of Fernley.

Titan Electrical Contracting

Annual Traffic Signal Maintenance Contract Bid

<u>ITEM</u> <u>#</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u>
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6	1	EA	PPB Station Sign & Plate	1,580.00	1,580.00
7	1	EA	Remove & Replace PPB Post Foundation	2,030.00	2,030.00
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23	4	EA	Relamp & Repaint 3-Section Signal Head (Contingent)	410.00	1,640.00
TOTAL					

TOTAL \$ 80,380.00



NEVADA STATE CONTRACTORS BOARD

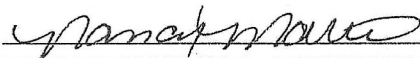
5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190

SPECIALTY CONTRACTOR'S RESTRICTED **CERTIFICATE OF ELIGIBILITY** **PER NRS 338.147 and NRS 338.1389**

CERTIFICATE NUMBER: **SBPC-13-01-28-0185**

TITAN ELECTRICAL CONTRACTING INC., (HEREIN THE "CONTRACTOR")
NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0069814** ORIGINAL ISSUE
DATE: **11/15/2007** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C-2**
ELECTRICAL MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS
HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS'
BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF
COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS
338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED
TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S
COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN
ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED
CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY
EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL
BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE
CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET
FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING
THERETO WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC PUBLIC
WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE
CONTRACTOR.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **DECEMBER 1, 2021** AND
EXPIRES ON **NOVEMBER 30, 2022**, UNLESS SOONER REVOKED OR
SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

 12/17/2021
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Annual Traffic Signal Maintenance Contract Bid

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

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

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



Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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



Annual Traffic Signal Maintenance Contract Bid

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	CC CTR
-----	-----------

Business Automobile Liability Insurance:

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

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

COF	CC CTR
-----	-----------

Professional Liability Insurance:

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

COF	CC CTR
-----	-----------

Umbrella or Excess Liability Insurance:

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

COF	CC CTR
-----	-----------

Commercial Crime Insurance:

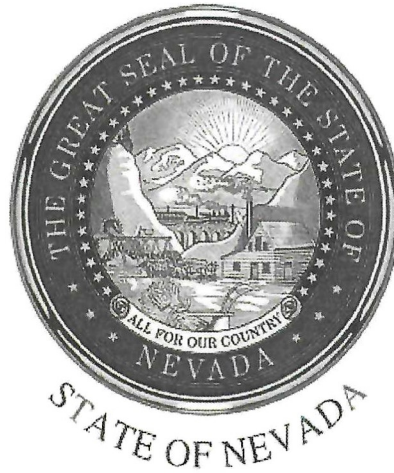
- 1) Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty
- 2) This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

COF	CC CTR
-----	-----------

Performance Security:

- 1) Amount required: **\$ 0.00**
- 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.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

TITAN ELECTRICAL CONTRACTING, INC.

Nevada Business Identification # NV20071408571

Expiration Date: 10/31/2022

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202110192082783

You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 10/19/2021.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
TITAN ELECTRICAL CONTRACTING INC

Licensed since November 20, 2007

License No. **0069843**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

RYAN GREENHALGH, President, QI

B-2 Residential and Small Commercial

LIMIT: \$7,000,000
EXPIRES 11/30/2023


Chair, Nevada State Contractors Board



Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
TITAN ELECTRICAL CONTRACTING INC

Licensed since November 15, 2007

License No. **0069814**

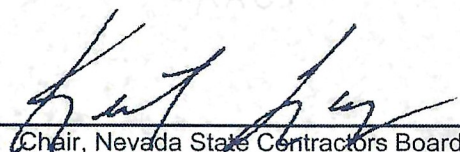
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

RYAN GREENHALGH, President, QI

C-2 Electrical

LIMIT: Unlimited
EXPIRES 11/30/2023


Chair, Nevada State Contractors Board





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

100-575-741

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to purchase one (1) Mini Excavator from PAPE Machinery, the City of Fernley's Parks/General Services Department, for an amount not to exceed \$59,478.88.

AGENDA ITEM BRIEF:

This purchase was approved by Council during the FY 22/23 budget process. If approved, this equipment will be assigned to the Parks/General Services Department to be utilized in the day to day operations of the City's Parks, Facilities and Streets and Storm Drains Operations.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) Mini Excavator from PAPE Machinery for the City of Fernley's Parks/General Services Department for an amount not to exceed \$59,478.88".

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can deny the purchase and instruct the city manager for alternatives.

BACKGROUND:

This purchase was approved by Council during the FY 22/23 budget process.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.039, NRS 332.195

FINANCIAL IMPLICATIONS: This purchase was budgeted at \$61,710 using G.L number 100-575-741 within the Parks Department portion of the FY 22-23 Budget.

FINANCIAL IMPLICATIONS:

This purchase was budgeted at \$61,710 using G.L number 100-575-741 within the Parks Department portion of the FY 22-23 Budget. The machine chosen is under budget.

ATTACHMENTS:

1. PAPE Machinery Pricing Quote-Mini Excavator 30G
2. Cashman Mini-ex quote



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 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:

100-575-741

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

AGENDA ITEM: Staff Report (For Possible Action): Possible Action to purchase one (1) Mini Excavator from PAPE Machinery the City of Fernley's Parks/General Services Department for an amount not to exceed \$59,478.88.

Agenda Item Brief: This purchase was approved by Council during the FY 22/23 budget process. If approved, this equipment will be assigned to the Parks/General Services Department to be utilized in the day to day operations of the City's Parks, Facilities and Streets and Storm Drains Operations.

Recommended Motion:

"I move to Approve the purchase of one (1) Mini Excavator from PAPE Machinery for the City of Fernley's Parks/General Services Department for an amount not to exceed \$59,478.88".

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.

PROJECT SUMMARY: If approved, this equipment will be assigned to the Parks/General Services Department to be utilized in day to day operations. The Department typically relies on light and heavy-duty equipment for its daily operations as well as 24-hour emergency response relating to the City's Parks, Facilities and Streets and Storm Drains as well as retention pond maintenance operations.

Staff has chosen the John Deere 30G Compact Mini Excavator from PAPE Machinery because this equipment meets the desired specifications needed for the Parks Departments/General Services operations. Staff solicited two quotes for similar machines and the lowest quote was from PAPE Machinery for \$59,478.88.

BACKGROUND: This purchase was approved by Council during the FY 22/23 budget process.

LEGAL IMPLICATIONS: NRS 332.039, NRS 332.195

FINANCIAL IMPLICATIONS: This purchase was budgeted at \$61,710 using G.L number 100-575-741 within the Parks Department portion of the FY 22-23 Budget.

ATTACHMENTS: PAPE Machinery pricing quote

Quote Id: 25754656

Prepared For:
CITY OF FERNLEY



Prepared By: **AARON LANKA**

Pape Machinery, Inc.
1255 Spice Island Drive
Sparks, NV 89431

Tel: 775-353-0440
Fax: 775-353-0448
Email: alanka@papemachinery.com

Quote Summary**Prepared For:**

CITY OF FERNLEY
595 SILVERLACE BLVD
FERNLEY, NV 89408
Business: 775-575-2307

Prepared By:

AARON LANKA
Pape Machinery, Inc.
1255 Spice Island Drive
Sparks, NV 89431
Phone: 775-353-0440
alanka@papemachinery.com

Machine comes with 1 Year Full Machine warranty and Power Train
&
Hydraulics warranty for an additional 1 Year or 2,000 Hours total
(whichever comes first).
Includes dealer prep, PDI, delivery to Fernley, and training.

Quote Id: 25754656
Created On: 10 December 2021
Last Modified On: 07 June 2022
Expiration Date: 15 July 2022

Equipment Summary	Selling Price	Qty	Extended
2022 JOHN DEERE 30G Compact Excavator - 05594275	\$ 59,478.88 X	1 =	\$ 59,478.88

Equipment Total	\$ 59,478.88
------------------------	---------------------

Quote Summary

Equipment Total	\$ 59,478.88
SubTotal	\$ 59,478.88
Total	\$ 59,478.88
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 59,478.88

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 25754656

Customer: CITY OF FERNLEY

2022 JOHN DEERE 30G Compact Excavator - 05594275

Hours: 0
Stock Number: 05594275

Code	Description	Qty
0100FF	JOHN DEERE 30G EXCAVATOR	1

Standard Options - Per Unit

F	30G COMPACT EXCAVATOR	1
F3125	12" RUBBER TRACKS	1
F4150	SUSPENSION SEAT - CLOTH	1
F7110	3'10"(1.7M) STANDARD ARM	1
F8185	CAB WITH HEATER & AIR CONDIT	1
F8788	HYDRAULIC PUSH BLADE	1
F8789	PATTERN CONTROL SWITCH	1
F8900	BREAKER/THUMB AUX HYDRAULICS	1

Dealer Attachments

THUMB	DEERE HD HYDRAULIC THUMB	1
BUCKET	DEERE 12" HD DIGGING BUCKET	1
BUCKET	DEERE 18" HD DIGGING BUCKET	1
BUCKET	DEERE 24" HD DIGGING BUCKET	1
BUCKET	PSM 36" CU BUCKET W/ BOCE	1
RADIO	AM/FM RADIO INSTALLED	1
ATTACH VALVE	BALL VALVE QUICK COUPLERS ON STICK	1



139999-01

June 9, 2022

FERNLEY, CITY OF

595 SILVER LACE BLVD
FERNLEY, Nevada 89408

Attention: KIRK HUHTALA



Dear Kirk,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Cat Model: 303.5-07 C Excavator with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: CE015225 **SERIAL NUMBER:** TBD **YEAR:** 2022 **SMU:**

Thank you for your interest in Cashman Equipment Company for your business needs. Cashman's goal is to be a value-added partner in your success. This quotation is valid for 30 days, after which time Cashman reserves the right to re-quote. If there are any questions, please do not hesitate to contact your Cashman representative.

Sincerely,

Mike Hulse
Machine Sales Representative
Cashman Equipment Company
MikeHulse@cashmanequipment.com
775-560-8227

One (1) New Cat Model: 303.5-07 C Excavator with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

303.5 07A CR MHE CFG14B	616-3222
303.5 07A CR HYD EXCAVATOR	558-1751
FILM, PRODUCT LINK, ANSI	541-4787
2 WAY CONTROL	542-1495
FILM, INC. CANADA	542-1504
HYDRAULIC OIL, STD	546-1520
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, CODED START	557-1713
ALARM, TRAVEL	558-1744
BOOM, STANDARD	558-1754
INSTRUCTIONS, ANSI	569-3572
LINKAGE, BUCKET, W/LIFTING EYE	571-9088
DRAIN, ECOLOGY	573-4364
ENGINE, EPA TIER 4F	576-2961
ACCUMULATOR	588-2227
LANE 3 ORDER	0P-9003
STICK, LONG, W/ THUMB BRACKET	571-9661
LINES, BOOM W/O BLCV	558-1760
LINES, STICK W/O SLCV	558-1763
UNDERCARRIAGE, FIXED, STD BLD	558-1766
TRACK, 12", RUBBER	566-2914
CONTROL, 1ST AUX, JOYSTICK	558-1757
LINES, BUCKET, LONG STICK	575-2776
TRAVEL LEVERS AND PEDALS	519-9283
BOOM LIGHT, STANDARD	542-8885
CAB, WITH HEAT AND A/C	558-1770
FILM, CAB A/C	578-0230
FILM, ROPS, ISO	595-3179
SEAT, SUSPENSION, FABRIC	519-9265
MONITOR NEXT GEN, NO CAMERA	580-7178
FLOORMAT, CAB, W/TRAVEL	594-7890
PRODUCT LINK, CELLULAR PL243	573-9631
CAT KEY, WITH PASS CODE OPTION	525-4465
CWT, STANDARD	555-1839
BLADE, FIXED, BOCE	575-4418
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, 1ST AUX, LONG STICK	575-7225
INTEGRATED RADIO	521-9517
MIRRORS, LEFT AND RIGHT	519-9280
WATER JACKET HEATER, 120V	519-8302
CONTROL, QC, 3 LINE, LONG STICK	573-8204
FILM, COUPLER, ANSI	541-4789
LIGHT COVER, CAB	541-4688

SEAT BELT, 3" RETRACTABLE	599-7202
COUPLER, PG, HYDR.D.LOCK, 3-4T	485-5300
PINS, BUCKET, 40MM	154-2638
BUCKET-HD, 12", 1.7 FT3, 3T	464-9900
BUCKET-HD, 18", 2.9 FT3, 3T	464-9902
BUCKET-HD, 24", 4.2 FT3, 3T	464-9904
THUMB, HYDRAULIC, 3T	452-2740

WARRANTY & COVERAGE

Standard Warranty: 24 month/2000 hours *All standard warranties include travel time & mileage for first twelve months.
Scheduled Oil sampling is required during entire warranty period.

LIST PRICE	\$84,391.00
LESS GOVT'L/SPURCEWELL DISCOUNT	(\$18,940.35)
SALES PRICE	\$65,450.65
SUBTOTAL	\$65,450.65
GRAND TOTAL	\$65,450.65

F.O.B/TERMS:
DELIVERED TO FERNLEY



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

100-575-741

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to purchase one (1) DL142 Low Pro Dump Trailer from Huntley Motor World for the City of Fernley's Parks/Facilities Department for an amount not to exceed \$16,123.25.

AGENDA ITEM BRIEF:

This purchase was approved by the Council during the FY 22/23 budget process. This equipment will be assigned to the Parks/Facilities Department to be utilized in the day to day operations of the City's Parks/Facilities Operations.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) DL142 Low Pro Dump Trailer from Huntley Motor World for the City of Fernley's Parks/Facilities Department for an amount not to exceed \$16,123.25".

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may deny the purchase and advise the city manager for alternatives.

BACKGROUND:

This purchase was approved by the Council during the FY 22/23 budget process.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.039, NRS 332.195

FINANCIAL IMPLICATIONS:

This purchase was budgeted at \$19,360 using G.L number 100-575-741 within the Parks Department portion of the FY 22-23 Budget. The proposed trailer is under budget.

ATTACHMENTS:

1. Huntley Mortor World Pricing Sheet



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: July 6, 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:

100-575-741

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

AGENDA ITEM: Staff Report (For Possible Action): Possible Action to purchase one (1) DL142 Low Pro Dump Trailer from Huntley Motor World for the City of Fernley's Parks/Facilities Department for an amount not to exceed \$16,123.25.

Agenda Item Brief: This purchase was approved by Council during the FY 22/23 budget process. If approved, this equipment will be assigned to the Parks/Facilities Department to be utilized in the day to day operations of the City's Parks/Facilities Operations.

Recommended Motion: "I move to Approve the purchase of one (1) DL142 Low Pro Dump Trailer from Huntley Motor World for the City of Fernley's Parks/Facilities Department for an amount not to exceed \$16,123.25".

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.

PROJECT SUMMARY: If approved, this equipment will be assigned to the Parks Department to be utilized in day to day operations. The Department typically relies on light and heavy-duty equipment for its daily operations as well as 24-hour emergency response relating to the City's Parks/Facilities maintenance operations.

Staff has chosen the DL142 Low Pro Dump Trailer from Huntley Motor World because this equipment meets the desired specifications needed for the Parks Department.

BACKGROUND: This purchase was approved by Council during the FY 22/23 budget process.

LEGAL IMPLICATIONS: NRS 332.039, NRS 332.195

FINANCIAL IMPLICATIONS: This purchase was budgeted at \$19,360 using G.L number 100-575-741 within the Parks Department portion of the FY 22-23 Budget.

ATTACHMENTS: Huntley Motor World pricing quote

Huntley Motor World

309 West Goldfield Ave.
Yerington, NV 89447 US
+1 7754631483
sales@huntleymotorworld.com
huntleymotorworld.com



INVOICE

BILL TO
City of Fernley
595 Silver Lace Blvd
Fernley, Nevada 89408 USA

SHIP TO
City of Fernley
595 Silver Lace Blvd
Fernley, Nevada 89408 USA

INVOICE 2378ref
DATE 07/01/2022
TERMS Due on receipt
DUE DATE 07/01/2022

VIN NUMBER**
4P51D1926N1380293

PHONE**
7753026028

PO NUMBER
6/10/22

DATE	ITEM	QTY	RATE	AMOUNT	STOCK#
06/06/2022	4P51D1926N1380293 83"x14' PJ Trailers Low Pro Dump Trailer MODEL: DL142 GVWR: 14,000 WEIGHT: 4030 All Standard Features Included. Options Include: BP 25/16 Adjustable, (2) 7000 Dexter Elec/Spring, Split/Spreader gate, Spare Mount, Tarp Kit, Ramps STOCK# 1380293	1	15,595.00	15,595.00	138029 3
	Doc Fee 5 DOC FEE	1	500.00	500.00	DOC FEE 5
	Nevada Title Fee Nevada Title Fee	1	28.25	28.25	TF

All Deposits are Non- Refundable_____

Approved Order-Please Sign & Date Here:

All Manufacturer Standard Features, Sizes and Models are subject to change without
notice. _____

SUBTOTAL	16,123.25
TAX	0.00
TOTAL	16,123.25
BALANCE DUE	\$16,123.25

Estimate Summary

Estimate SP- 00376666-457	16,123.25
This invoice 2378ref	\$16,123.25
Total invoiced	16,123.25

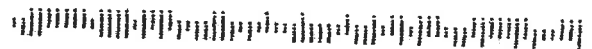
RENO NV 895

11 JUN 2022 PM 3:1



City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

694086547



To the City of Fernley:

RE: Request a one-day liquor license/permit for the ACES and request to have fee waived for the one-day liquor license/permit for the July 4th Celebration

Fernley ACES is requesting a one-day liquor license/permit for the July 4th celebration at the Out-of-Town Park. The ACES will be running the bar as a fundraiser for both the Fernley 4th of July Committee and the ACES.

The Fernley ACES are requesting that the fee for the liquor license/permit be waived for this one-day, one-time event in 2022 to be held on July 4, from the hours of 10:00 a.m. to 11:59 p.m. Liquor will be sold between the hours of 10:00 a.m. to 11:59 p.m.

We are a Non-profit organization under section 401 (c) (3) of the Internal Revenue Code. Please see enclosed a copy of our tax-exempt status letter.

We would also like to be placed on the agenda of the Fernley City Counsel to make these requests.

If you have any questions, please call me @ 775-750-7163 or email me @ cjmartin12@charter.net

Thank you for your consideration.

Sincerely,


Cathy Martin,
Treasurer, Fernley ACES

Enclosure



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kathy Bennett

FINANCIAL IMPACT:

Yes No X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-425-100-Regular Pay

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible action to authorize the Interlocal Agreement between the City of Fernley and Lyon County for Personnel Support and means to transport Defendants.

AGENDA ITEM BRIEF:

Authorize the City of Fernley to enter into an Interlocal Agreement with Lyon County for Personnel Support and means to transport Defendants.

It is the intention of this Agreement to allow the Fernley Municipal Court Marshal to support the Canal Township Justice Court Bailiff as needed to provide court security, and transportation of Defendants who are remanded to custody.

The Canal Township Justice Court Bailiff will support the Fernley Municipal Court Marshal as needed to provide court security and the transportation of Defendants remanded to custody. Both parties can share equipment or vehicles as needed to operate efficiently.

It is agreed that both entities will provide legally sufficient Workers Compensation coverage for all employees which are the subject to this Interlocal Agreement. Worker's Compensation coverage for said employees shall remain in full force and effect during the term of the Interlocal Agreement.

RECOMMENDED MOTION:

Move to approve the Interlocal Agreement with Lyon County, for Personnel Support and means to transport Defendant's

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Authorize the Fernley Municipal Court to enter into further negotiations with Lyon County for Personnel Support, when either the Marshal or Bailiff position is not available to perform their assigned duties.

BACKGROUND:

The Fernley Municipal Court recently filled the position of Marshal, whose primary function is to provide court security. Prior to the establishment of the Marshal position, the court relied upon the Lyon County Sheriff's Department for court security. If the Sheriff's Department was unable to provide manpower, the court had no security. The court would like to establish an agreement for personnel support for the sole purpose of court security. This Interlocal Agreement would allow the Bailiff and Marshal positions to provide court security in either location and the use of any equipment necessary for the transportation of Defendants.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277.180 authorizes any public agency to contract with another public agency to perform any governmental service.

FINANCIAL IMPLICATIONS:

Personnel costs would remain paid by the respective entities.

ATTACHMENTS:

1. Interlocal Agreement for the Personnel Support and means to transport

**INTERLOCAL AGREEMENT
FOR THE PERSONNEL
SUPPORT AND MEANS TO TRANSPORT DEFENDANTS**

This Interlocal Agreement, ("Agreement") is made and entered into by and between the City of Fernley, a political subdivision of the State of Nevada ("City") and Lyon County, a political subdivision of the State of Nevada ("County")

Whereas The City of Fernley is a political subdivision of the State of Nevada organized and governed pursuant to the provisions of NRS 266; and

Whereas Lyon County is a political subdivision of the State of Nevada governed by NRS 244; and

Whereas NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

Whereas, the City of Fernley Municipal Court has need of personnel support and means to transport remanded defendants

Whereas, the Canal Justice Township Court has need of personnel support and means to transport remanded defendants

Whereas the parties desire to enter into an agreement for the cooperation, and mutual support of the two entities

Now therefore, in consideration of the mutual covens hereinafter set forth, the parties agree as follows,

1. Term

The term of this Agreement shall commence on ___/___/___ and shall continue until ___/___/___.

2. Services Provided

- a. The Fernley Municipal Court Marshal will support the Canal Township Justice Court Bailiff as needed to provide court security, and transportation of defendants remanded to custody.
- b. The Canal Township Justice Court Bailiff will support the Fernley Municipal City Marshal as needed to provide court security, and transportation of defendants remanded to custody.
- c. Both parties can share equipment or vehicles as needed to efficiently operate.

3. Works Compensation

It is agreed that both entities will provide legally sufficient Workers Compensation coverage for all employees which are the subject of this Interlocal Agreement. This agreement to provide Worker's Compensation coverage for said employees shall remain in full force and effect during the term of the Interlocal Agreement.

3. **Termination** Either party may terminate this agreement prior to the expiration date provided in Paragraph 1 above, upon 30 days written notice to the other party.
4. **Automatic Renewal** if not terminated by the parties in accordance with Paragraph 1 above, this Agreement will be automatically renewed for additional periods of one year. The parties may agree in writing to an increase/decrease in the cost/fees for the renewal period.
6. **Indemnification** To the fullest extent of NRS Chapter 41 liability limitations, each party shall Indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action.
7. **Force Majeure** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this agreement after the intervening cause ceases.
8. **Public Records** pursuant to NRS 239.010, information or documents regarding the services provided under this contract may be open to public inspection and copying. The City will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
8. **Governing Law: Venue** This Agreement will be interpreted, and the rights and liabilities of the parties determined in accordance with the law of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each party to this agreement hereby (a) consents to the venue of such action or proceeding in such courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgement rendered thereby in connection with this agreement

9. **Integrated agreement** This Agreement contains the entire Agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations discussions and understanding regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
10. **Modification: No Waiver** The provisions of this Agreement, including this paragraph, may be modified, or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Parties rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.
11. **Severability of Parts** If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portions, provisions, or parts shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
12. **Entire Agreement** This Agreement constitutes the full and final Agreement between the parties and shall not be modified except in writing and shall be signed by both parties.
13. **Assignment** This Agreement may not be assigned without the written consent of both parties.
14. **Notices** All written notices under this agreement shall be delivered to the following officials at the addresses stated:

Lyon County:

Jeff Page-County Manager
27 S Main Street
Yerington, NV. 89447

City of Fernley:

Patrick Marsh-Acting City Manager
595 Silver lace Blvd.
Fernley, NV. 89408

Fernley City Council
Approved as to form:

By: _____
Roy Edgington
Mayor

By: _____
Brandi Jensen
City Attorney

Lyon County Board of Commissioners
Approved as to Form:

By: _____
Ken Gray
Chairman

By: _____
Steve Rye
District Attorney



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 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):

Update and possible action to approve the final schematic design and cost estimate of the Community Response & Resource Center.

AGENDA ITEM BRIEF:

Council will hear a project update on the Community Response & Resource Center. Staff is also seeking City Council approval for the final schematic design and cost estimates of the Community Response & Resource Center (CRRC). The CRRC workgroup has had input into the design to ensure it meets the needs of the programs and services that will be housed in the facility and that it meets the requirements of ARPA. Once the final schematic design and cost estimate is approved by City Council, the workgroup will begin the Capital Campaign to raise the funds needed to fully fund the CRRC project. The Capital Campaign requires an approved final schematic design and sustainability plan for the facility.

RECOMMENDED MOTION:

"I motion to approve the final schematic design and schematic design cost estimate of the Community Response & Resource Center."

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.

BACKGROUND:

Prior City Council Action:

- On June 15, 2022, City Council approved the Lyon County and City of Fernley Subrecipient ARPA Agreement in the amount of \$300,000 for the construction of the Community Response & Resource Center. On April 14, 2022, at the Lyon County Board of Commissioners meeting, the CRRC Workgroup presented the project and requested ARPA funding. The Lyon County Board of Commissioners graciously awarded ARPA funds to the City of Fernley in the amount of \$350,000 for the CRRC project. On May 23, 2021, the Lyon County Board of Commissioners revisited their ARPA allocations and reduced the amount to \$300,000 for the CRRC project. The City is currently in the process of approving the funding agreement.
- On June 15, 2022, City Council approved the Letter of Intent to a lease agreement between the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed. This is in part due to the leadership, and the Boys & Girls Club experience of operating and maintaining facilities and programs, including five Boys & Girls Club 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. The letter of intent is critical to a funding source, the Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center.
- On February 16, 2022, City Council approved the contract for the Owners Representative Construction Manager as Agent contract with Cumming Management Group. This contract is to ensure there is a person/company who represents the City and focuses on evaluating the project from the City's perspective beginning at the earliest stages of planning and continuing through occupancy. At the same meeting, the Council also approved staff to enter into contract negotiations with the selected CMAR for reconstruction services for the CRRC.
- City Council approved the programming and services that will be in the CRRC on January 19, 2022. The programming and services in the CRRC must be ARPA eligible because the City is using ARPA monies to fund the project. Staff identified the following ARPA eligible services and programs needed in our community in response to the public health crisis that will be in the Community Response & Resource Center: COVID-19 testing and vaccination site, workforce development services/programming, education assistance services, afterschool programming, and early childhood education.
- On October 20, 2021, City Council approved the contract with TSK Architects for the architecture-engineering services of the Community Response & Resource Center. The scope of work, among other items, included the Pre-Design Services/Concepts Update to determine the programming and services that will be housed in the CRRC and the completion of the final schematic design.
- On August 4, 2021, Fernley City Council approved the American Rescue Plan Act spending plan which included \$12,000,000 for the development of a Community Response & Resource Center.

Updates:

Staff reposted the Community Response & Resource Center CMAR Request for Proposal on April 27th, 2022. Because this project is contingent upon receipt of ARPA funding, there are additional federal procurement law requirements that must be satisfied. Some of the relevant provisions can be found in 2 CFR 200.317 through

200.327, and in particular sections 200.319 and 200.320. Two CMAR proposals were received by the deadline and were reviewed. Both CMAR firms were interviewed and one firm has been selected. Currently, the selected CMAR firm and the City of Fernley negotiating team are negotiating the contract. Staff will bring back the contract upon completion of negotiations.

Final Schematic Design & Schematic Design Cost Estimates:

In 2021, City Council allocated funds received through the American Rescue Plan Act of 2021 (ARPA) for the design and construction of the city of Fernley Community Response & Resource Center (CRRC). While similar in scope to the proposed community center, the new Community Response & Resource Center differs in program mix and focus as a result of ARPA requirements. Beginning in the fall of 2021, TSK conducted a series of bi-weekly workshops to develop the program for the Fernley CRRC. The CRRC Workgroup, including Lyon County School District, Fernley Community Foundation, Boys & Girls Club of Truckee Meadows, JOIN, Inc., TSK, and City of Fernley, has had input into the design to ensure the programming and services inside the CRRC meets the requirements and needs of their respective program or service. The resulting program incorporates many of the goals of the original community center. However, the majority of programmed spaces have been refocused to meet the ARPA fund aims. At the conclusion of the programming and conceptual design phase, the design team launched into schematic design and began developing concepts including, floor plan options, massing options, and exterior material and color options. City of Fernley, the Fernley Community Foundation, Boys & Girls Club of Truckee Meadows, Lyon County School District, Join Inc., the Cumming Management Group, and TSK have held several meetings to review these options and have narrowed it down to one floor plan and massing. The final material selection for the exterior of the building is ongoing and awaits input from the CMAR contractor selected by the City on construction costs and material availability. Preliminary exterior renderings are included as part of the TSK submittal.

The submittal represents the completion of the schematic design phase for the City of Fernley Community Response & Resource Center project. The schematic design documents have been developed in accordance with the Scope of Services requirements and are being presented in two packages: schematic design narrative/drawings and schematic design estimate. Staff is asking City Council's approval for the final schematic design and schematic design cost estimate of the Community Response & Resource Center. The cost estimates have been sectioned to assist the CRRC Workgroup in finding funding for the project and, if needed, phase out the construction of the facility if funding is not available or obtained.

The CRRC Workgroup continues to meet to focus on funding sources and long-term financial sustainability. After the final schematic design and cost estimate is approved by Council, the Workgroup will begin the Capital Campaign to raise the funds needed to fully fund the CRRC project. The Capital Campaign requires an approved final schematic design, cost estimates, and sustainability plan for the facility.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The City of Fernley must comply with the U.S. Department of the 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 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. Fernley_CRRC_SD_Narrative_220617

SCHEMATIC DESIGN

CITY OF FERNLEY COMMUNITY RESPONSE AND RESOURCE CENTER FERNLEY, NEVADA



Owner: City of Fernley

June 17, 2022

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Executive Summary

The City of Fernley Community Response and Resource Center has its origins in the desire to develop a civic core to better serve the City of Fernley and surrounding community. In 2017, the City of Fernley purchased approximately 8.5 acres east of the existing City Hall and south of the relocated historic train station. As intended, this land purchase would be the future site of a new community center and, in collaboration with Lyon County, a separate senior center and Lyon County Human Services offices.

Design and construction of the senior center was funded by Lyon County and the new facility opened in November, 2020. Concurrently, the City of Fernley with support from the Fernley Community Foundation began community outreach, programming, and master planning for the new Community Center in the fall of 2019. The approved community center master plan proposed an approximately 58,000 square foot facility that featured a range of meeting and activity spaces to serve community needs including: indoor athletics, meeting/conferencing space, and youth services such as Boys & Girls Club. Funding for the proposed community center was intended to be achieved through public donation and grants with construction tentatively beginning in 2024.

In 2021, The City of Fernley allocated funds received through the American Rescue Plan Act of 2021 (ARPA) for the design and construction of the City of Fernley Community Response and Resource Center (CRRC). While similar in scope to the proposed community center, the new Community Response and Resource Center differs in program mix and focus as a result of ARPA requirements. Beginning in the fall 2021, TSK conducted a series of bi-weekly workshops to develop the program for the Fernley CRRC. The resulting program incorporates many of the goals of the original community center, however, the majority of programmed spaces have been refocused to meet the ARPA fund aims.

The composition of the Programming Committee reflected the scope of ARPA requirements and consisted of members from the following organizations:

1. The City of Fernley
2. Fernley Community Foundation
3. Boys & Girls Club of Nevada
4. Lyon County School District
5. Join INC.

The Programming Committee emphasized functions that could have a positive economic and developmental impact such as providing facilities for Pre-K Programs (LCSD) and Youth Activities (B&GC) as well as Work Force Training (Join INC). Additionally, the Programming Committee incorporated multi-use spaces that would provide the community essential services such as emergency shelter and health services (such as testing and immunization) as well as meet community needs identified during the community center master planning effort (such as meeting space).

At the conclusion of the programming and conceptual design phase, the design team launched into schematic design and began developing concepts including, floor plan options, massing options, and exterior material and color options. City of Fernley, Fernley Community Foundation, B&GC, LCSD, Join Inc, and TSK have held several meetings to review these options and have narrowed it down to one floor plan and massing. The final material selections for the exterior of the building are ongoing and await input from the CMAR contractor selected by the City on construction costs and material availability. Preliminary exterior renderings are included as part of this submittal.

This submittal represents the completion of the schematic design phase for the City of Fernley Community Response and Resource Center project. The schematic design documents have been developed in accordance with the Scope of Services requirements and are being presented in two packages: schematic design narrative/drawings and schematic design estimate. The narratives contain written descriptions of the design approach, and generally describe the materials, systems, and quality levels required for the project. The documents should be reviewed together for a full understanding of the project scope and approach.

Schematic Design Approval Signature Sheet

Signature Sheet Instructions:

1. This sheet provides space so that all reviewers may include any comments pertaining to the Schematic Design Submittal.
2. On the following pages, each reviewer should include their Name and Department followed by their review comments.
3. Steering Committee Members should also include their signatures in the "Committee Recommendations/Approval" section below.
4. Any reviewer may comment.
5. All comments are welcome.

Patrick March _____
City of Fernley | City Manager

Dave Whalen _____
City of Fernley | Department of Public Works

Trisha Conner _____
City of Fernley | Assistant City Manager

Derek Starkey _____
City of Fernley | City Engineer

Brandi Jensen _____
City of Fernley | City Attorney

Mike Wurm _____
Boys and Girls Club | President/CEO

Wayne Workman _____
Lyon County School District | Superintendent

Schematic Design Approval Signature Sheet

Reviewer Name: _____ Reviewer Department: _____

Comments: _____

Reviewer Name: _____ Reviewer Department: _____

Comments: _____

Reviewer Name: _____ Reviewer Department: _____

Comments: _____

Reviewer Name: _____ Reviewer Department: _____

Comments: _____

Reviewer Name: _____ Reviewer Department: _____

Comments: _____

Reviewer Name: _____ Reviewer Department: _____

Comments: _____



Program Matrix

DESCRIPTION	QUANTITY	SIZE (SF)	PROGRAMMED AREA (SF)	ACTUAL AREA (SF)	COMMENTS
1 Boys & Girls Club					
1.1 Administrative Area			1398	2511	
Secure Entry	1	200	200	178	Shared w/ Pre-K
Welcome Room - Changed into Lobby	1	200	200	1150	Welcoming and Circulation space
Reception	0	0	0	170	
Administrative Offices	1	750	750	499	Includes Admin Office
Administrative Storage & Files	1	200	200	225	
Custodial Storage	1	48	48	52	
Men's Restroom				--	
Women's Restroom				--	
Family Restroom	0	0	0	61	
Gender-Neutral Restroom	0	0	0	176	
1.2 Activity Rooms			6800	5363	
Teen Center	1	1500	1500	1972	Direct Access to Outdoor Events
Teen Center Storage	1	250	250	0	To be located in Teen Center
Youth Game Room	1	3000	3000	2979	
Youth Game Room Storage	1	250	250	207	
Flexible Class/Activity Rooms	2	900	1800	--	Utilized under Pre-K
Men's Student restroom				--	
Women's Student restroom				--	
Gender-Neutral Restroom	0	0	0	205	
		TOTAL	8198	7874	
2 Pre-Kindergarten Classrooms (LCSD)					
2.1 Pre-K			6200	6984	
Classroom	6	750	4500	5944	Increased to 8 classrooms
Restroom	6	100	600	504	Increased to 8 classrooms
Kitchenette	6	50	300	400	Increased to 8 classrooms
Storage	6	100	600	--	Changed to casework in classrooms
Administrative Office	1	200	200	136	Shared space with B&G Club
		TOTAL	6200	6984	
3 Community Facilities					
3.1 Community Facilities			23450	22939	
Meeting Room - Medium	2	900	1800	1994	
Meeting Room - Small	4	750	3000	1500	Eliminated 2 Meeting Room
Warming Kitchen	0	0	0	469	
Meeting/Cafeteria - Large	1	3600	3600	3640	Snack preparation and cold drinks
Platform	1	500	500	360	
Large Storage	1	1800	1800	1785	Divided into 5 storage rooms
Gymnasium	1	10000	10000	9698	
Kitchen	1	3200	2000	2862	
Administrative Office	1	750	750	631	
		TOTAL	23450	22939	
4 Join INC					
4.1 Office & Training Rooms			2160	2032	
Office	1	900	900	849	
Computer Training Room	1	900	900	849	
Storage	1	200	200	192	
Restrooms	2	80	160	142	
		TOTAL	2160	2032	
Net Total			40008	39829	
Square Footage + Grossing 30%			52010		

Program Matrix

5|Early Learning - Not in Programming

5.1 DayCare			0	4103	
Secured Entry	0	0	0	162	
Reception	0	0	0	608	
Laundry	0	0	0	110	
Kitchen	0	0	0	293	
Office	0	0	0	198	
Infant	0	0	0	363	8 Infants
Toddler	0	0	0	504	12 Toddlers
2-Year-Old	0	0	0	736	18 2-year-olds
3-Year-old	0	0	0	935	24 3-year-olds
Staff Restroom	0	0	0	87	
Restroom	0	0	0	107	
		TOTAL	0	4103	

6|Common Spaces (Grossing Factor SF = 12,002)

6.1			0	7431	
Corridor	0	0	0	1255	Cafeteria
MDF	0	0	0	134	Cafeteria
Fire Riser	0	0	0	70	Cafeteria
Mech/Elec	0	0	0	373	Kitchen Mech/Elec.
Mech/Elec	0	0	0	503	B&GC Mech/Elec.
Staff Restroom	0	0	0	87	B&GC
Pre-K Playground Access	0	0	0	241	Pre-K
Mech/Elec	0	0	0	479	Early Learning Mech/Elec.
Corridor	0	0	0	353	Early Learning
Gender-Neutral Restroom	0	0	0	351	Gymnasium
Family	0	0	0	61	Gymnasium
Women's Restroom	0	0	0	244	Gymnasium
Men's Restroom	0	0	0	210	Gymnasium
Vestibules (2)	0	0	0	254	Gymnasium
Lobby	0	0	0	1484	Gymnasium
Corridor	0	0	0	761	Meeting Rooms
Mech/Elec	0	0	0	236	Meeting Rooms
Vestibule	0	0	0	335	Join Inc.
		TOTAL	0	7431	

Schematic Design Total Square Footage + Grossing 6.6%	52010	54753	(6.6% Grossing for Wall Thickness)
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Preliminary Project Schedule

Final schedule to be determined with input from CMAR contractor

Project Name:	City or Fernley Community Response and Resource Center
Project Location:	Fernley, Nevada
Project No:	
Date:	10/26/2021
Professional Services Agreement Executed:	06/15/2022
<i>Approximate Duration (between previous item and following item)</i>	25 days
Begin Design Development Phase	06/20/2022
<i>Approximate Duration (between previous item and following item)</i>	77 days
Design Development Delivery (to City of Fernley and CMAR)	09/05/2022
<i>Approximate Duration (between previous item and following item)</i>	14 days
Design Development Presentation Meeting (With Reconciled Cost Estimates)	09/19/2022
<i>Approximate Duration (between previous item and following item)</i>	0 day
Design Development Review Comments Issued	09/19/2022
<i>Approximate Duration (between previous item and following item)</i>	1 day
Begin 50% Construction Documents Phase	09/20/2022
<i>Approximate Duration (between previous item and following item)</i>	42 days
50% Construction Documents Delivery (to City of Fernley)	11/01/2022
<i>Approximate Duration (between previous item and following item)</i>	14 days
50% Construction Documents Presentation Meeting (With Reconciled Cost Estimates)	11/15/2022
<i>Approximate Duration (between previous item and following item)</i>	0 day
50% Construction Documents Review Comments Issued	11/15/2022
<i>Approximate Duration (between previous item and following item)</i>	1 day
Begin 100% Construction Documents Phase	11/16/2022
<i>Approximate Duration (between previous item and following item)</i>	27 days
100% Construction Documents Delivery (to City of Fernley)	12/13/2022
<i>Approximate Duration (between previous item and following item)</i>	7 days
100% Construction Documents Presentation Meeting (With Reconciled Cost Estimates)	12/20/2022
<i>Approximate Duration (between previous item and following item)</i>	7 days
100% Construction Documents Delivery (to Plan Checking Firms/Agencies)	12/27/2022
<i>Approximate Duration (between previous item and following item)</i>	84 days
Responses to Review Comments Incorporated and Bid Documents Issued	03/21/2023
<i>Approximate Duration (between previous item and following item)</i>	7 days
Advertise for Subcontractor Bids	03/28/2023
<i>Approximate Duration (between previous item and following item)</i>	42 days
Bid Opening	05/09/2023
<i>Approximate Duration (between previous item and following item)</i>	14 days
CMAR Provides 1% Subcontractor List to the City of Fernley	05/23/2023
<i>Approximate Duration (between previous item and following item)</i>	7 days
Guaranteed Maximum Price Proposal Due	05/30/2023
<i>Approximate Duration (between previous item and following item)</i>	7 days
Owner-CMAR Construction Agreement Signed by All Parties	06/06/2023
<i>Approximate Duration (between previous item and following item)</i>	7 days
Owner-CMAR Construction Agreement Executed and Distributed	06/13/2023
<i>Approximate Duration (between previous item and following item)</i>	7 days
Notice to Proceed / Begin Construction	06/20/2023
<i>Approximate Duration (between previous item and following item)</i>	365 days
Certificate of Substantial Completion / Certificate of Occupancy Issued	06/20/2024
<i>Approximate Duration (between previous item and following item)</i>	7 days
Move-In	06/27/2024
<i>Approximate Duration (between previous item and following item)</i>	7 days
Building Open for Intended Use	07/04/2024

Architectural Design

Architectural design

The City of Fernley Resource and Response Center is a single story 56,000 gsf standalone community facility that will provide a range of services including youth and early learning center classes and activities, community meeting and recreation activities, and workforce training. In addition, the project will support community services during times of critical need such as pandemic response and temporary emergency shelter. The new building will be at 645 Main St in Fernley (APN: 021-103-56) a 5.04 acre site situated between the historic Fernley Railroad Depot and the Lyon County Senior Center.

The project consists of two separate structures organized in an Ell configuration. The east/west oriented leg of the Ell consists of youth services programs including classrooms, game rooms, restrooms, outdoor play areas, administration offices, kitchen, and cafeteria. The north/south leg of the ell includes gymnasium, administrative offices, meeting rooms, and workforce training rooms.

Site Design Approach:

The site is irregularly shaped which significantly influences the organization of the building. Additionally, two utility easements, one north/south and one east/west, cross the site further affecting the building design. In general, the site is flat with minimal slope. The youth services building will sit along the north senior center entrance drive. There will be two building entrances, one serving the early learning center, and the second serving pre-k and after school programs. The gymnasium/community services building will sit along Lois Lane. There will be three building entrances, one along Lois Lane, an entrance along an outdoor mall, and third facing Main St. Kitchen deliveries and trash service will be located along the north senior center entrance drive. Site circulation includes a youth bus drop off and emergency vehicle loop. Parking will be shared with the Lyon County Senior Center.

Building Envelope:

Recognizing the need for the City of Fernley Resource and Response Center project to be constructed of highly durable and low maintenance materials, the building envelope has been designed as a combination of load bearing masonry and steel with light gauge framing. The exterior masonry will be a mix of honed and glazed face CMU with a non-sacrificial anti-graffiti coating and insulated with continuous rigid insulation (minimum R-7.6) on furring channels. Steel-stud framed exterior walls which will be clad in fiber cement or metal rain-screen panels. These walls will be insulated with both batt (minimum R-13) and continuous rigid insulation (minimum R-7.5).

The roof system will consist of polyiso. board insulation over a metal deck. A minimum continuous insulation value of R-25 is required, but R-30 is recommended for all roof insulation. The roofing material will consist of either a high emissivity 60 mil TPO membrane roof, fire resistive shingles, or standing seam metal roof. The membrane will lap over the parapet and be concealed under a metal parapet cap. The minimum code required roof slope is 1/4" per foot.

Fenestration in the masonry and light gauge steel stud system will consist of thermally broken storefront window frames (hollow metal within the masonry walls) with 1-inch insulated, low-e coated glazing. Light diffusing translucent glazing (similar to Solera or Okalux) will be utilized at the high or clerestory windows. Clear glazing is expected to be utilized for the main entrance. Exterior doors will either be aluminum storefront or hollow metal doors.

Architectural Design

Interior Construction:

The following interior components are being proposed for the fit-out of the project:

Interior Walls:

- 25 ga. steel studs and gypsum board with acoustic insulation where required. Stud walls may be full or partial height depending on location. At a minimum, classrooms, restrooms, conference rooms will receive walls framed and sealed to the deck (full height). A minimum of one layer of 5/8" thick gypsum board will be applied to the studs. Multiple layers may be required at fire rated assemblies.
- Painted CMU Walls

Interior Doors/Frames:

- Custom grade solid core wood doors with a clear coated wood veneer and lites where required.
- Hollow metal door frames in both masonry and stud framed walls with continuous hinges.
- Sectional overhead doors will be provided in the classrooms. Doors will include translucent glazing for the lower 6-feet and transparent glazing above.

Interior Glazing/Frames:

- Single pane glass, tempered where required.
- Hollow metal frames in both masonry and stud framed walls.
- Aluminum storefront framing with tempered and/or laminated glazing.

Flooring:

- Sealed Honed Concrete in Corridors and Activity Rooms.
- Carpet in classrooms.
- VCT in Classrooms with wet areas.
- Epoxy resin flooring similar to Dur-a-flex, Hybri-flex EC will be installed in restrooms and the kitchen.
- Sealed concrete in mechanical spaces, utility and storage spaces.
- Resilient competition athletic sports flooring will be provided in the Gymnasium.

Ceilings:

- Acoustic ceiling tile in general classrooms.
- Gypsum ceilings where appropriate.
- Wipe-able ceiling tiles in food service areas.
- Exposed / open structure ceilings where appropriate.

Architectural Design

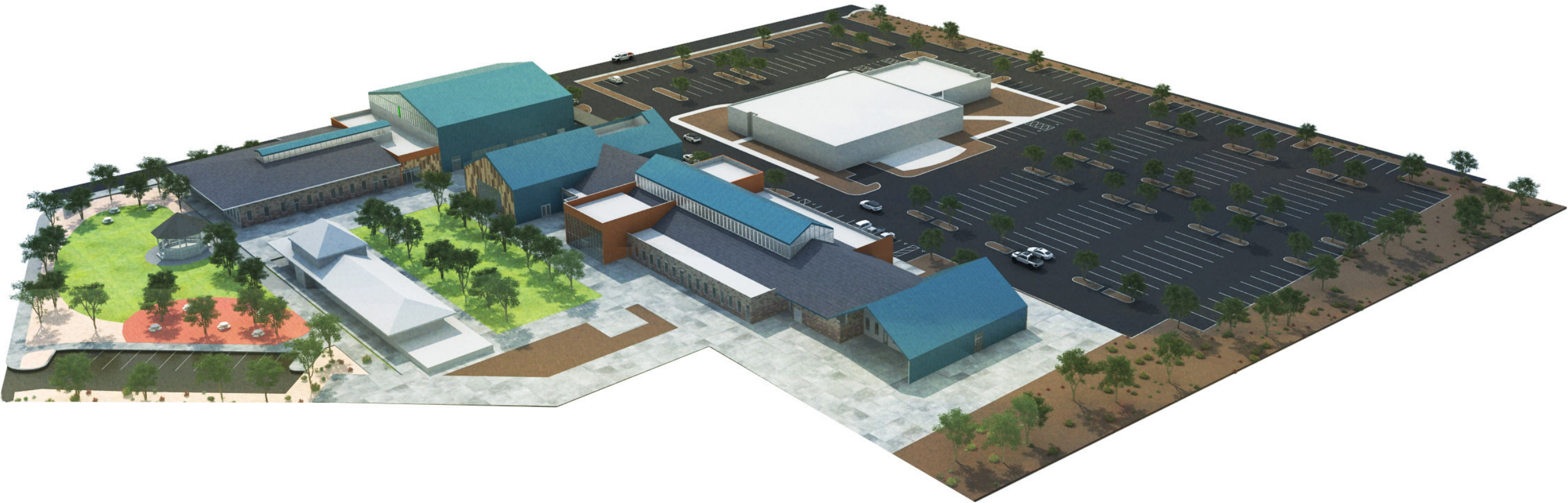
Casework:

- Per AWI standards.
- Plastic laminate or wood veneer base cabinets and upper, with wood veneer in lab settings.
- Solid Surface countertops will be installed throughout in lieu of plastic laminated countertops.
- Heavy duty hinges, glides and pulls.

Bird's Eye View from Southwest



Bird's Eye View from Northwest



View of Classrooms and B&GC Entry



View of Gymnasium and Kitchen



Overall Site Plan



Floor Plan



Life Safety Analysis

Project Information

Name: City of Fernley Community Response and Resource Center
Project Address: 695 East Main Street Fernley NV.
APN: 021-013-56

Governing Codes

International Building Code, 2018 edition, including appendix C, E, H and I.
International Mechanical Code, 2018 edition.
International Plumbing Code, 2018 edition, including appendix B, E, F.
International Fire Code, 2018 edition, including appendix B, C and D.
National Electric Code, 2017 edition.
International Fuel Gas Code, 2018 edition.
International Energy Conservation Code, 2018 edition.
2018 Northern Nevada Amendments by NNICC. Copies are available at www.nnicc.org
Uniform Plumbing Code, 2018 Edition
Uniform Mechanical Code, 2018 Edition
ICC/ANSI 117.1 - 2009
ADA 2010

2018 IBC (International Building Code)

Chapter-3 – Occupancy Classification

Section 304.1

“A-2” Assembly

Banquet halls, Restaurants, cafeterias and similar dining facilities
(including associated commercial kitchens)

“A-3” Assembly

Gymnasiums (without spectator seating),

“B” Business

Offices, storage of records

“E” Education

Classrooms, Daycare

“S-1” Storage

Storage

Life Safety Analysis

Chapter-5 – General Building Heights and Areas

Construction Type: **Type II – B**

Table 504.3

Allowable Height:

75' high

With automatic sprinkler system

Actual:

44.5' high

Table 504.4

Number of Stories:

Allowable:

3 w/ automatic sprinkler system

Actual:

1 w/ automatic sprinkler system

Table 506.2

Basic Allowable Areas: (S1; single story sprinklered)

A-2 = 38,000

A-3 = 38,000

B = 92,000

E = 58,000

S-1 = 70,000

Actual Building Areas:

Building 1 = 23,105 gsf; no area increase is needed.

Building 2 = 31,671 gsf; no area increase is needed.

Section 506.3.3

Frontage Increase: $I(f) = [F/P - 0.25]W/30 = [1 - 0.25]30/30 = .75$

No area increase is needed

Section 508

Mixed Use and Occupancy.

Each portion of a building shall be individually classified in accordance with Section 302.1. Where a building contains more than one occupancy group, the building or portion thereof shall comply with the applicable provisions of Section 508.2, 508.3, or 508.4, or a combination of these sections.

Life Safety Analysis

Section 508.2.1 Accessory occupancies.

Accessory occupancies are those occupancies that are ancillary to the main occupancy of the building or portion thereof. Accessory occupancies shall comply with the provisions of Sections 508.2.1 through 58.2.4.

Section 508.2.4 Separation of occupancies.

No separation is required between accessory occupancies and the main occupancy.

Section 508.3 Non-separated occupancies.

Nonseparated occupancies shall be individually classified in accordance with Section 302.1. The requirements of the code shall apply to each portion of the building based on the occupancy classification of that space. In addition, the most restrictive provisions of Chapter 9 that apply to the nonseparated occupancies shall apply to the total nonseparated occupancy area.

Table 508.4 Separated occupancies.

Occupancies A and E shall be separated from occupancies B and S-1 with a 1-hour fire separation when fully equipped with an automatic sprinkler system.

Separated occupancies shall be individually classified in accordance with Section 302.1. Each separated space shall comply with this code based on the occupancy classification of that portion of the building. The most restrictive provisions of Chapter 9 that apply to the separate occupancies shall apply to the total nonfire-barrier-separated occupancy areas. Occupancy separations that serve to define fire area limits established in Chapter 9 for requiring a fire protection system shall also comply with Section 901.7.

Incidental Use Areas – Section 509

Table 509 Incidental uses. **N/A**

Life Safety Analysis

Chapter-6 – Type of Construction

Construction Type: **Type II – B**

Table 601 Fire resistance rating requirements for Building Elements (for Type II-B)

Structural Frame	0-hr
Bearing Walls (ext. and int.)	0-hr ext., 0-hr int.
Nonbearing Walls and partitions – Interior	0-hr
Floor Construction	0-hr
Roof Construction	0-hr

Table 602 Fire rating for exterior walls based on fire separation distance (from center of street)

<5'	1-hr
> or = 5', <10'	1-hr
> or = 10', <30	0-hr
> or = 30'	0-hr

Note: Exterior load-bearing walls must conform to the higher of the fire-resistance ratings specified in Tables 601 and 602. Exterior non-load bearing walls need only comply with Table 602.

Chapter-7 – Fire and Smoke Protection Features

Section 705.3 Buildings on the same lot.

For the purposes of determining the required wall and opening protection, projections and roof-covering requirements, buildings on the same lot shall be assumed to have an imaginary line between them.

Table 705.8 Allowable Area of openings

Protected or Unprotected with Sprinklered Opening Limits (P or UP,S)

0 to 3'	Not Permitted
3 to 5'	15%
5 to 10'	25%
10 to 15'	45%
15 to 20'	75%
20 to 25'	No Limit

Life Safety Analysis

Section 705.8.1 Allowable Area of Openings.

Maximum areas shall not exceed those specified in Table 705.8.

Exception 2: Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

Section 706 Fire Walls: **N/A**

Section 707.3.9 Fire Barriers: **Separated occupancies**

Where the provisions of Section 508.4 are applicable, the fire barrier separating mixed occupancies shall have a fire-resistance rating of not less than that indicated in Table 508.4 based on the occupancies being separated.

Section 713 Shaft Enclosures. Applies to shafts required to protect openings and penetrations through floor/ceiling and roof/ceiling assemblies. **Floor/ceiling and roof/ceiling are not required to be rated.**

Chapter 8 – Interior Finishes

TABLE 803.13
INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY^h

GROUP	SPRINKLERED ⁱ			NONSPRINKLERED		
	Interior exit stairways and ramps and exit passageways ^{a,b}	Corridors and enclosure for exit access stairways and ramps	Rooms and enclosed spaces ^c	Interior exit stairways and ramps and exit passageways ^{a,b}	Corridors and enclosure for exit access stairways and ramps	Rooms and enclosed spaces ^c
A-1 & A-2	B	B	C	A	A ^d	B ^c
A-3 ^f , A-4, A-5	B	B	C	A	A ^d	C
B, E, M, R-1	B	C ^{no}	C	A	B	C
R-4	B	C	C	A	B	B
F	C	C	C	B	C	C
H	B	B	C ^g	A	A	B
I-1	B	C	C	A	B	B
I-2	B	B	B ^{h,i}	A	A	B
I-3	A	A ^j	C	A	A	B
I-4	B	B	B ^{h,i}	A	A	B
R-2	C	C	C	B	B	C
R-3	C	C	C	C	C	C
S	C	C	C	B	B	C
U	No restrictions			No restrictions		

Chapter-9 – Fire Protection Systems

Section 906 Portable Fire Extinguishers required in A, B, E, and S occupancies. Quantity per Table 906.3(1), 906.3(2)

Life Safety Analysis

[F]TABLE 906.3(1)
FIRE EXTINGUISHERS FOR CLASS A FIRE HAZARDS

	LIGHT (Low) HAZARD OCCUPANCY	ORDINARY (Moderate) HAZARD OCCUPANCY	EXTRA (High) HAZARD OCCUPANCY
Minimum Rated Single Extinguisher	2-A ^c	2-A	4-A ^a
Maximum Floor Area Per Unit of A	3,000 square feet	1,500 square feet	1,000 square feet
Maximum Floor Area for Extinguisher ^b	11,250 square feet	11,250 square feet	11,250 square feet
Maximum Travel Distance to Extinguisher	75 feet	75 feet	75 feet

[F] TABLE 906.3(2)
FIRE EXTINGUISHERS FOR FLAMMABLE OR COMBUSTIBLE
LIQUIDS WITH DEPTHS
LESS THAN OR EQUAL TO 0.25 INCH

TYPE OF HAZARD	BASIC MINIMUM EXTINGUISHER RATING	MAXIMUM TRAVEL DISTANCE TO EXTINGUISHERS (feet)
Light (Low)	5-B 10-B	30 50
Ordinary (Moderate)	10-B 20-B	30 50
Extra (High)	40-B 80-B	30 50

Section 907 Fire alarm system required for Group A and E occupancy 907.2.1 and 907.2.3
Assembly occupancy with 300 or more occupants
All Education occupancies

Chapter-10 – Means of Egress

Table 1006.2.1 Common Path of Egress Travel

A and E occupancy = **75' w/ sprinkler system (Max Occupancy of 49)**

B occupancy = **100' w/ sprinkler system (Max Occupancy of 49)**

Table 1006.3.2 Minimum 2 exits from building for 1-500 Occupants
 Minimum 3 exits from building for 501-1000 Occupants

Section 1007.1.1 Access configuration. Doors must be placed a distance apart:
1/3 the diagonal distance with sprinklers

Table 1017.2 Exit Access Travel Distance: With sprinklers
A and E Occupancy = 250'
B Occupancy = 300'

Table 1020.1 Corridor fire resistance ratings
 Occupant load served by Corridor – Greater Than 30 people
"A,B, E" – 0-hr rating req. with sprinklers.

Life Safety Analysis

Chapter-11 – Accessibility

Section 1103 – Scoping Requirements

Section 1103.2.7 Limited Access: non-occupiable areas accessed only by ladders, catwalks, etc. – such as roofs – are not required to be HC accessible

Section 1103.2.9 Equipment Spaces (non-public spaces accessed only for maintenance, etc. – not required to be HC accessible – such as Mechanical, Communications, and Electrical rooms)

Section 1105.1 Public Entrances – at least 60% shall be accessible

Section 1109 – Other Features and Facilities

Section 1109.2 Toilet & Bathing Facilities

Where no more than one urinal is provided in a toilet room or bathing room, the urinal is not required to be accessible.

Section 1109.3 Sinks

At least 5% but not less than one provided in accessible spaces shall be accessible
Exception: mop/service sinks are not required to be accessible

Section 1109.4 Kitchens and Kitchenettes shall be accessible

Section 1109.5 Drinking Fountains

Not fewer than two drinking fountains shall be provided; one for wheelchair use, one for standing persons.

50% of EWCs to be accessible – but not less than 1

Section 1109.9 Storage. 5% of built-in storage elements (cabinets, lockers, shelves) shall be accessible, but not less than 1 of each type.

Section 1109.11 Seating at Tables, Counters and Work Surfaces. At least 5% of seating and standing spaces shall be accessible, but not less than 1.

Section 1111 Signage

International Symbol of Accessibility signage required at parking, passenger loading zones, toilet rooms, accessible entrances (Also refer to section 2902.4 for Toilet Room Signage required)

Life Safety Analysis

Chapter-29 – Plumbing Systems

Section 2902 The number of occupants shall be determined by this code.
(Based on Table 2902.1 requirements). **See Calculation below.**

Table 2902.1 Minimum Number of Required Plumbing Fixtures

Total Occupants: 1976

Banquet Hall Occupancy = 262 Occupants

Male/Female WC (131M / 131F): 1 per 75

Male/Female LAV (131M / 131F): 1 per 200

Drinking Fountain: 1 per 500

Service Sink: 1

		WC's	Lav's	Drinking Fountain	Service Sink
Banquet Occupancy:	M	2	1		
	F	2	1		
				1	1
Total Required:		4	2	1	1
Total Provided:		4	2	1	1

Gymnasium Occupancy = 753 Occupants

Male/Female WC (377M / 377F): 1 per 125 for Male and 1 per 65 for Female

Male/Female LAV (377M / 377F): 1 per 200

Drinking Fountain: 1 per 500

Service Sink: 1

		WC's	Lav's	Drinking Fountain	Service Sink
Gymnasium Occupancy:	M	4	2		
	F	6	2		
				2	1
Total Required:		10	4	2	1
Total Provided:		10	4	2	1

Life Safety Analysis

Business Occupancy = 356 Occupants

Male/Female WC (178M / 178F): 1 per 25 for first 50 + 1 per 50 for remainder

Male/Female LAV (178M / 178F): 1 per 40 for first 80 + 1 per 80 for remainder

Drinking Fountain: 1 per 100

Service Sink: 1

		WC's	Lav's	Drinking Fountain	Service Sink
Business Occupancy:	M	5	4		
	F	5	4		
				4	1
Total Required:		10	8	4	1
Total Provided:		10	8	4	1

Education Occupancy = 429 Occupants

Male/Female WC (215M / 215F): 1 per 50

Male/Female LAV (215M / 215F): 1 per 50

Drinking Fountain: 1 per 100

Service Sink: 1

		WC's	Lav's	Drinking Fountain	Service Sink
Education Occupancy:	M	5	5		
	F	5	5		
				5	1
Total Required:		10	10	5	1
Total Provided:		10	10	5	1

Life Safety Analysis

2018 IECC (International Energy Conservation Code)

Fernley, Nevada is **Climate Zone 5**

Table 402.1.3 Opaque Thermal Envelope Requirements

<u>Roof</u>	
Insulation Entirely Above Deck U-0.032 (R-30ci)	
Metal Buildings	U-0.035 (R-19 + R-11 LS)
Attic and Other	U- 0.027 (R-38)
<u>Walls Above Grade</u>	
Mass U- 0.090 (R-11.4ci)	
Metal Buildings	U-0.052 (R-13 + R-13ci)
Metal Framed Walls	U- 0.064 (R-13 + R-7.5ci)
Wood Framed Walls	U-0.064 (R-13 + R-3.8ci or R-20)
<u>Walls Below Grade</u>	
Below-Grade Walls	C- 0.119 (R-7.5ci)
<u>Slab-on-Grade Floors</u>	
Unheated Slabs	F- 0.54 (R-10 for 24" below)
<u>Doors</u>	
Opaque Doors (swinging)	U- 0.37
Roll-up Doors (non-swinging)	R- 4.75

Table C402.4 – Building Envelope Fenestration

Fixed fenestration	U- 0.68
Entrance Doors	U- 0.77
SHGC – All Frame Types	0.38 (SEW), 0.51 (N) – PF<0.2
Skylights	U- 0.50
SHGC – Skylights	0.40

Section C402.5 Air Leakage – thermal envelope. Air barrier required in Climate Zone 5

Civil Design

EXISTING CONDITIONS

The CRRC building site is located South of Main Street and West of Lois Lane in Fernley. The Lyon County Assessor's Parcel Map identifies the site as APN 021-103-56, and having a physical address of 695 E. Main Street in Fernley, Nevada. Adjacent parcels 021-103-18 & 021-103-57 (total of + 8.78 acres) will be configured to share access, parking and utility easements. West of the proposed CRRC building on parcel 021-103-18 is the historic (train) Depot on East Main Street. The parcel directly south, APN 021-103-57 contains the recently constructed Lyon County Senior Center. The Senior facility was completed in October 2020.

The three parcels have been previously graded and are relatively flat. A new topographic investigation will identify any depressions or high points within the site. Additionally, a new soils report has been developed to verify the soundness of the previous imported fill and earthwork.

CIVIL IMPROVEMENTS

General:

The proposed facility will be approximately 55,000 square foot (sf) with parking, site amenities and playground areas to support the various user groups.

Grading:

In general the site slopes to the northeast, towards the intersection of Lois Lane and Main Street. Conceptually the site will be graded to match adjacent high and low points. Pavement grades previously installed with the development of the Lyon County Senior Center, Lois Lane and East Main Streets will be maintained.

Site Improvements:

As a part of the civil improvements, new frontage improvements including curb, gutter and sidewalk will be provided along the west side of Lois Lane. The new sidewalk will connect to existing sidewalks south on Lois Lane and at East Main Street.

A new asphalt parking lot will be added to areas north and west of the existing Senior Center, with parking stall counts meeting the City of Fernley Development Code (reference related parking lot screening requirements as part of the landscape and irrigation sections of this narrative).

An improved vehicle and pedestrian access will be developed to facilitate entry and egress to the public areas. All access will be in compliance with current ADA accessibility codes as adopted by the City of Fernley.

Utilities:

Existing public utilities such as sanitary sewer, storm drain and domestic water are available at the proposed site. The City of Fernley provides water and sewer service for the site. A new domestic water meter will be installed adjacent to the street side of the building. A sanitary sewer main enters the site from East Main Street that will provide service to areas north of the Lyon County Senior Center.

Proposed storm drain improvements will connect to established catch basins and mains in Lois Lane.

Landscape Design

I. EXISTING CONDITIONS

The CRRC building site is without existing landscape improvements.

There are landscape areas directly adjacent to and off-site of the site at the limits of the previously constructed County Senior Center on Lois Lane completed in October 2020, and the historic Depot on East Main Street. Any landscaping at these edges will be integrated into the new landscape where possible.

II. LANDSCAPE IMPROVEMENTS

As a part of the civil improvements, new sidewalk along Lois Lane will connect to existing sidewalk at the corner of Lois Lane & East Main Street.

Landscaped frontage will be provided along the length of Lois Lane there and along the new parking lot areas provide north and south of the existing Senior Center per City of Fernley Landscape Code related to parking lot screening.

New interior landscape will be per Fernley City Landscape Code and installed in the areas provided within the parking lot, and around the new Community Center. CRRC Community Center Lawn & ADA accessible restroom configuration yet to be determined.

Excluded will be the vendor/lease courtyards that contain fenced playground areas. These will be the responsibility of the leasing entity.

Also excluded will be the ±6,200 covered and fenced courtyard between the Building #1 gymnasium and Building #2 cafeteria.

III. IRRIGATION

As part of the civil improvements, a new dedicated irrigation meter will be provided. Mainline will be routed around the parking and at the CRRC building. It will provide connections to the various irrigation zones. A new, dedicated controller separate from the off-site Senior Center facility will be indicated on the irrigation plans.

Structural Design

Design Criteria and Loads

The buildings will be designed using the following building codes unless newer codes are adopted or anticipated to being adopted prior to the permitting process:

1. International Building Code, 2018 Edition (IBC 2018).
2. Minimum Design Loads for Buildings and Other Structures (ASCE 7-16). As referenced in IBC 2018.
3. Building Code Requirements for Structural Concrete, ACI 318-14 (ACI 318).
4. Steel Construction Manual & AISC 360-16, Specification for Structural Steel Buildings, 15th edition (AISC 360).
5. Seismic Provisions for Structural Steel Buildings, AISC 341-16.
6. Building Code Requirements and Specification for Masonry Structures, TMS 402-16/ACI 530-16 & TMS 602-16/ACI 530.1 (TMS 16).

The buildings will be designed using the following load criteria:

1. Note that the criteria below are contingent upon further investigation to determine if the structure will need to be classified as Risk Category IV based on being designated as an emergency preparedness center. The criteria below are based on Risk Category III.
2. Roof/Floor Dead Load
 - a. All structure dead loads including architectural, mechanical, electrical, and fire suppression systems.
 - b. Estimated dead loads:
 - i. Roof – 20 PSF
 - ii. Floors – 70 PSF
 - iii. Mechanical Mezzanines – 75 PSF
3. Roof/Floor Live Load
 - a. 10 PSF ground snow load per Northern Nevada and Lyon County amendments
 - b. 20 PSF reducible roof construction live load (controls roof design).
 - c. Snow Importance Factor, 1.1
 - d. Estimated floor live loads:
 - i. 55 PSF office or classroom use (includes partitions)
 - ii. 80 PSF corridors
 - iii. 100 PSF mechanical mezzanines as necessary
4. Wind Load
 - a. 130 MPH, Exposure C, Risk Category III
5. Seismic Load (per Geotechnical report referenced below)
 - a. Importance Factor, 1.25
 - b. $S_s=1.346$, $S_1=0.492$, $S_{ds}=1.077$
 - c. Seismic Design Category D-default

Structural Design

Structural Systems – New Construction

Steel Framed Areas – Predominant Construction Type

- Steel framed structure with clerestories as required to meet architectural design.
- Building columns consist of steel wide flange and HSS shapes.
- Floors (where applicable) to be framed with wide flange steel beams and girders.
- Floor deck to be 2" deep, 18 gage composite metal deck type PLW2 with 3" lightweight (130 PCF or less) concrete topping (5" total depth).
- Roof framing consists of open web steel joists or wide flange steel joists and steel wide flange girders and perimeter beams.
- Typical roof deck to be 1 ½", 18 gage type PLB-36 or HSB-36 metal deck.
- Where desired architecturally, roof deck to be 2" or 3 ½" deep Epic roof deck, 18 gage type ER2RA or ER3.5A roof deck where required.
- The lateral force resisting system to consist of steel special moment frames or special concentrically braced frames at building perimeter.
- Foundations to be conventionally reinforced concrete spread foundations.

Single or Multi Story Masonry Areas

- Walls to be constructed with reinforced and fully grouted 8" or 12" CMU.
- Roof framing to consist of open web steel joists and steel wide flange girders.
- Roof deck is 1 ½", 18 gage type PLB-36 or HSB-36 metal deck.
- Floors (where applicable) to be framed with wide flange steel beams and girders.
- Floor deck to be 2" deep, 18 gage composite metal deck type PLW2 with 3" lightweight (130 PCF or less) concrete topping (5" total depth).
- The lateral force resisting system to consist of special reinforced masonry shear walls.
- Foundations to be conventionally reinforced concrete spread foundations.

Geotechnical Parameters – Based on Geotechnical Report

Based on the Geotechnical Report provided by Lumos and Associates, Inc., dated April 2022, file: 10683.000.

The proposed Geotechnical design parameters are as follows:

1. Shallow foundations Allowable Net Bearing Pressure – 1500 PSF
2. Allowable Coefficient of Friction – 0.35.
3. Allowable Passive Soil Pressure – 200 PSF
4. k (subgrade modulus) – 200 pci

Notable Structural requirements from the Geotechnical report:

1. 2 foot minimum overexcavation requirement for based on presence of clay/weak soils. Structural fill to be placed below foundations and slabs after overexcavations. Overexcavation to extend laterally 2 feet beyond foundations and slabs.

Structural Design

2. 6 inches of type II base required below slabs on grade.
3. Type II cement is acceptable, limited sulfate exposure.
4. Vapor barrier required below slab on grade between base and subgrade where floor moisture is undesirable, 10 mil minimum thickness.

Mechanical Design

General

The new single story building is a set of two structures. A mixed use building which will consist of various space types: classrooms, offices, cafeteria, commercial kitchen, gymnasium, and meeting rooms. The two structures will be holistically served by a single central plant. The current proposed mechanical system is comprised of a single air-cooled chiller, a set of condensing boilers, and zone fan coils to serve space conditioning needs. A set of duct mains will traverse an attic mezzanine and serve outside air and exhaust air requirements to the fan coils. The mezzanine will give the building owners/operators a location to service the fan coils, hydronic systems, domestic water systems, and associated mechanical dampers and valving without disturbing the space users. See Appendix A for a similar example installation.

A zoning plan and informational drawings are provided in Appendix B. Each zone will have its own ability to control temperature. These are preliminary and will change as design develops.

Codes and Applicable Standards

- International Building Code (IBC) 2018
- Uniform Mechanical Code (UMC) 2018
- Uniform Plumbing Code (UPC) 2018
- International Fire code (IFC) 2018
- National Fire Codes (NFPA Standards), current editions as referenced
- 2018 International Energy Conservation Code ASHRAE/IESNA Standards 90.1-2016
- ASHRAE Chapter 30, HVAC Systems and Applications
- ASHRAE 62.1, Ventilation for Acceptable Indoor Air Quality
- Nevada State Fire Marshal's Regulations
- Americans with Disabilities Act
- Local Codes and Ordinances as may be applicable

Design Criteria

Detailed room by room heating and cooling load analysis will be done during the Design Development phase utilizing Carrier's Hourly Analysis Program software. The following design criteria will be utilized:

- Location: Fernley, NV
- Latitude: 39.6 N
- Elevation: 4,160 feet

Outside Air Conditions

- Summer: 95°F DB / 61°F WB
- Winter: 13°F DB

Interior Design Conditions

- Offices/Classrooms: 74°F DB, Summer
72°F DB, Winter
- Conference/Lounge: 74°F DB, Summer
72°F DB, Winter

Mechanical Design

• Mechanical Spaces:	80°F DB, Summer 65°F DB, Winter
Air Change Rates	
• Offices:	Minimum 4 Air Changes per Hour
• Conference/Lounge:	Minimum 6 Air Changes per Hour
• Mechanical Spaces:	Minimum 2 Air Changes per Hour
Air Filtration	
• All spaces:	MERV-9A pre-filters with MERV-13A secondary filters (to be confirmed with owner during Design Development).
HVAC Noise Criteria	
The general design criteria will be as follows (NC = Noise Criteria & NR = Noise Rating):	
• Private Offices	NC 30-40, NR 30
• Conference and Classrooms	NC 20-25, NR 25
• Lobbies	NC 35-45, NR 40
• Corridors	NC 35-45, NR 40

Central Plant Hydronics:

Heating hot water for space conditioning will be provided by (2) gas-fired boilers. Secondary heating hot water pumps will utilize premium efficiency motors and will be inverter duty rated for pumps using variable speed drives. The pumps will be of the vertical inline type to reduce floor space requirements and to allow the pump seals and bearings to be replaced without removing the motors. Heating coils in fan coil units will be equipped with 2-way control valves to allow the building's secondary heating hot water pumps to vary the total water flow to match the building heating demand.

Chilled water for space conditioning will be provided by (1) air-cooled chiller. The chiller will be located in a mechanical yard on the northside of the building outside a mechanical room. Secondary chilled water pumps will utilize premium efficiency motors and will be inverter duty rated for pumps using variable speed drives. The pumps will be of the vertical inline type to reduce floor space requirements and to allow the pump seals and bearings to be replaced without removing the motors. Fan coils will receive the chilled water for space cooling.

Both variable primary and primary-secondary pumping systems for chilled water will be examined during design with input from project stakeholders.

Mechanical Design

Building Mechanical Systems

HVAC System

HVAC Distribution:

As the basis of design, the air distribution system serving the building will consist of a ducted outside air delivery system to the 4-pipe fan coil units. The outside air will be ducted from outside louvers, with a branch serving each fan coil. The fan coil units will control individual zone airflows and temperatures. Building relief air will come from a mix of restroom exhaust, transfers, and barometric relief.

Rooms with similar use will be combined into a single zone/fan coil unit.

A single zone air handler will serve the gymnasium. Preliminarily it will be located on a low roof adjacent to the gym.

The air cooled chiller system will incorporate provisions for year-round operation, even in cold weather.

MDF and electrical rooms will be conditioned using stand-alone direct-expansion air conditioners.

Mechanical rooms will be minimally conditioned with electrical wall heaters to prevent freezing.

Kitchen Equipment:

The commercial kitchen will require standalone mechanical equipment. A roof-mounted makeup air unit will provide necessary air to keep the room conditioned and in balance to serve the kitchen exhaust/hood needs. Dedicated exhaust equipment will also need roof mounting. Coordination with the kitchen design consultant will ensure all required utilities are provided.

Duct Constructions:

Low-pressure supply air ductwork will be used throughout the building HVAC systems.

All supply ductwork and return/exhaust ductwork will be fabricated from galvanized steel with pocket-lock, transverse joints and Pittsburgh seam longitudinal joints and gauges in accordance with SMACNA duct construction guidelines.

Mechanical Design

Duct Insulation:

Supply Air Systems within Ceiling Spaces – medium pressure: 2-1/5 inch thick, 0.75-pound density fiberglass duct wrap.

Supply Air Systems within Ceiling Spaces – low pressure: 2-1/5 inch thick, 0.75-pound density fiberglass insulation. Ducts to be lined downstream of VAV boxes.

Where lining is not required or not allowed, ducts to be externally wrapped.

Return and Exhaust Systems connected to air handlers: 2-1/5 inch thick, 0.75-pound density fiberglass duct wrap.

Exhaust systems not connected to air handlers: no insulation.

Rated Assemblies:

Dependent upon the service of the duct, either combination smoke/fire dampers or subducts will be utilized in duct systems to maintain the wall rating at penetrations.

Air Distribution:

Supply diffusers, registers and grilles in all other areas will be linear slot or rectangular diffusers depending on the architecture of the building.

Installation:

All equipment, ductwork, and piping will be supported and braced in accordance with the requirements of ASCE 7-16 regarding seismic restraint guidelines. All ductwork and piping will be concealed, unless specifically shown otherwise on the contract drawings. An AABC certified balance contractor will perform balancing of the entire duct system, hydronic piping system, and domestic hot water return loop/system as shown in the scope of work.

Controls:

The facility will be provided with a micro-processor based direct digital control building automation/energy management system to match the existing campus wide BMS design. This system will provide energy management controls in all spaces. The system will be of the distributed processing type to provide speed, stability, and system reliability and the distributed controllers will be networked to share information.

Mechanical Design

General Equipment Basis of Design

Mechanical equipment basis of design will be as follows (unless directed otherwise by owner):

• Dampers/Louvers:	Greenheck or Price
• Grilles/Registers/Diffusers:	Price, Titus, or Krueger
• Fans:	Greenheck or Cook
• Pumps:	Taco or Bell & Gossett
• Fan Coil Units:	IEC or Greenheck
• VFDs:	ABB or Danfoss
• Air Flow Control Valves:	Phoenix or CRC
• Boilers	Lochinvar or Cleaver Brooks
• Chiller	Trane or Carrier

Plumbing Design

Plumbing

General

The plumbing system will utilize all water conserving type fixtures. Water closets will be wall mounted flush valve. Where required they will be handicap accessible. Infrared hard-wired sensor faucets and flush valves will be used where applicable. Shut off valves for group isolation of fixtures will be provided. Water hammer arrestors will be provided throughout the water system. Backflow protection for the building will be outside the building (by Civil) and reduced pressure backflow protection will be provided at make-up water connections to equipment.

Domestic Cold Water

Pipe material will be type L copper. Water conservation will be observed. It is anticipated that a pair of variable speed domestic water booster pumps will be provided in the mechanical room at Level-1 to ensure proper building pressures. This will be confirmed during the design.

Hot Water

Domestic hot water will be produced by double walled heat exchangers connected to hydronic hot water with electric heat backup. Hot water will be circulated throughout the building utilizing a return pumping system so that hot water is available to plumbing fixtures in a timely fashion. All hot water and hot water return lines will be insulated with 25/50 flame and smoke developed rating.

Hot water piping will be type "L" copper with silver soldered or brazed joints and insulated with fiberglass pipe insulation.

Emergency showers and eyewashes will be served by the building domestic hot and cold-water systems with digital tempering valve stations located at central locations.

Waste and Vent Systems

A complete sanitary waste and vent system will be provided in accordance with the Uniform Plumbing Code throughout the building. Non-specialty sanitary sewer/vent piping will be cast-iron.

It is anticipated that all waste systems will be gravity type exiting the building on the west side. It is anticipated that sewage ejector pumps will not be required. This will be confirmed with the project Civil Engineer during the design.

Roof drainage devices and piping will be insulated throughout the building.

Plumbing Design

General Plumbing Equipment Basis of Design

Plumbing equipment basis of design will be as follows (unless directed otherwise by owner):

• Water Closets and Urinals:	American Standard
• Lavatories:	American Standard
• Flush Valves:	Sloan “Royal” (wired electronic sensor type)
• Stainless Steel Sinks:	American Standard
• Faucets:	Sloan “Optima” (wired electronic sensor type)
• Drinking Fountains:	Haws or Elkay
• Hydration Station/Bottle Filler:	Haws or Elkay (located at major “pass-through” locations on each floor)
• Circulating Pumps:	Taco or Bell & Gossett
• Water Heaters Exchangers:	Lochinvar or PVI
• Emergency Fixtures:	Haws or Bradley
• Backflow Preventers:	Apollo

Maintenance

General

Systems will be designed with reduced maintenance in mind. Equipment maintenance clearances will be indicated on the contract documents.

Fire Protection

General

The building will be equipped with a wet pipe fire sprinkler system, hydraulically calculated for specific hazard levels in accordance with NFPA 13. Each sprinkler zone will be complete with flow switch, inspector’s test, and drain provisions. Building supply will be connected to an on-site fire water main through a post indicator valve and backflow preventer.

Energy Conservation:

Energy and Resource Conservation

General

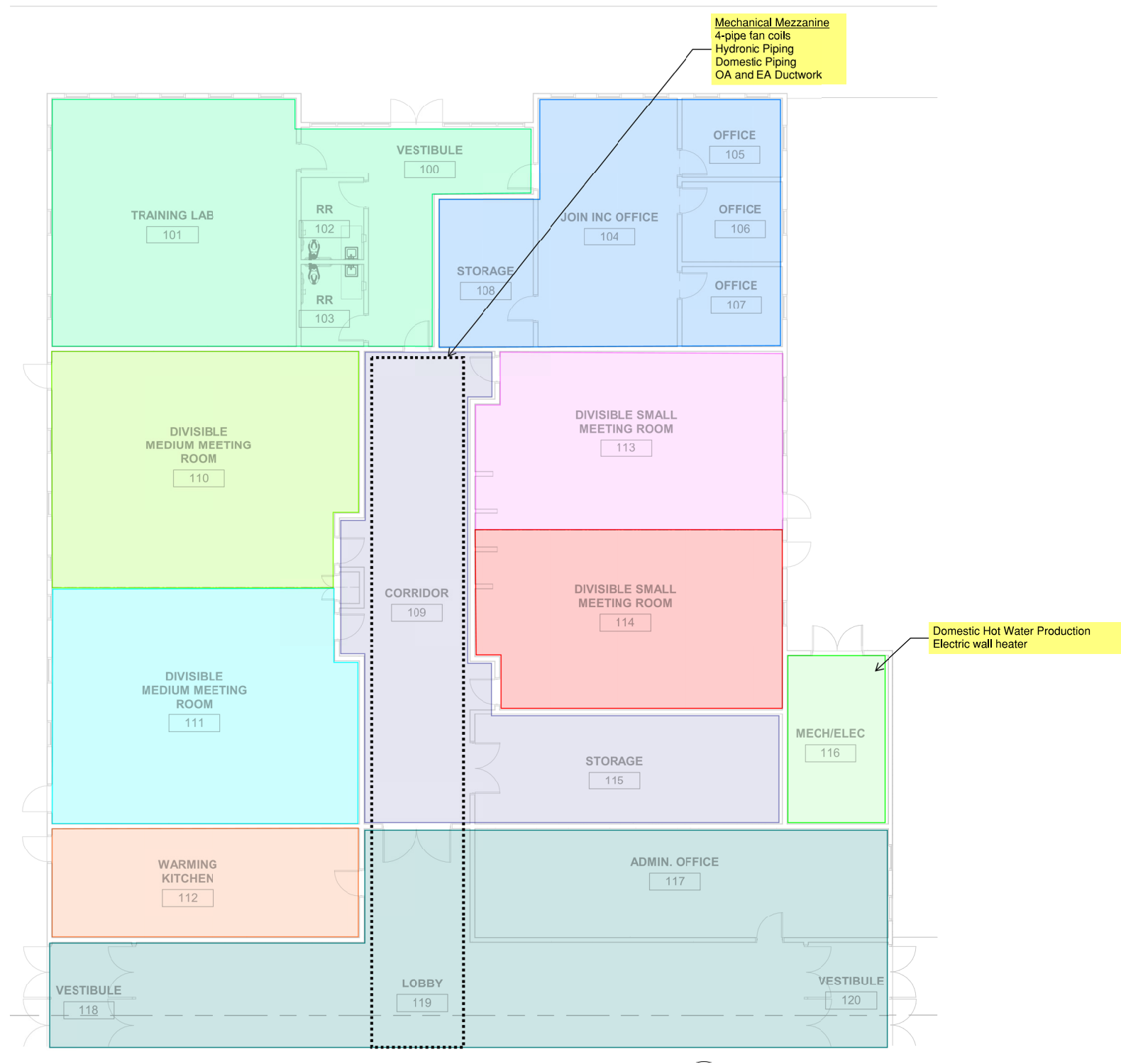
All HVAC systems will comply with the requirements of the International Energy Conservation Code (most current edition), which defers to ASHRAE 90.1. All fan motors greater than 1 HP will be premium efficiency. Circulating pumps will be equipped with premium efficiency motors and variable frequency drives to take advantage of energy savings at part-load conditions. All air handlers with a return air component will utilize full economizer cycles for air-side free cooling. Plumbing fixtures will be low flow, water conserving type.

Plumbing Design

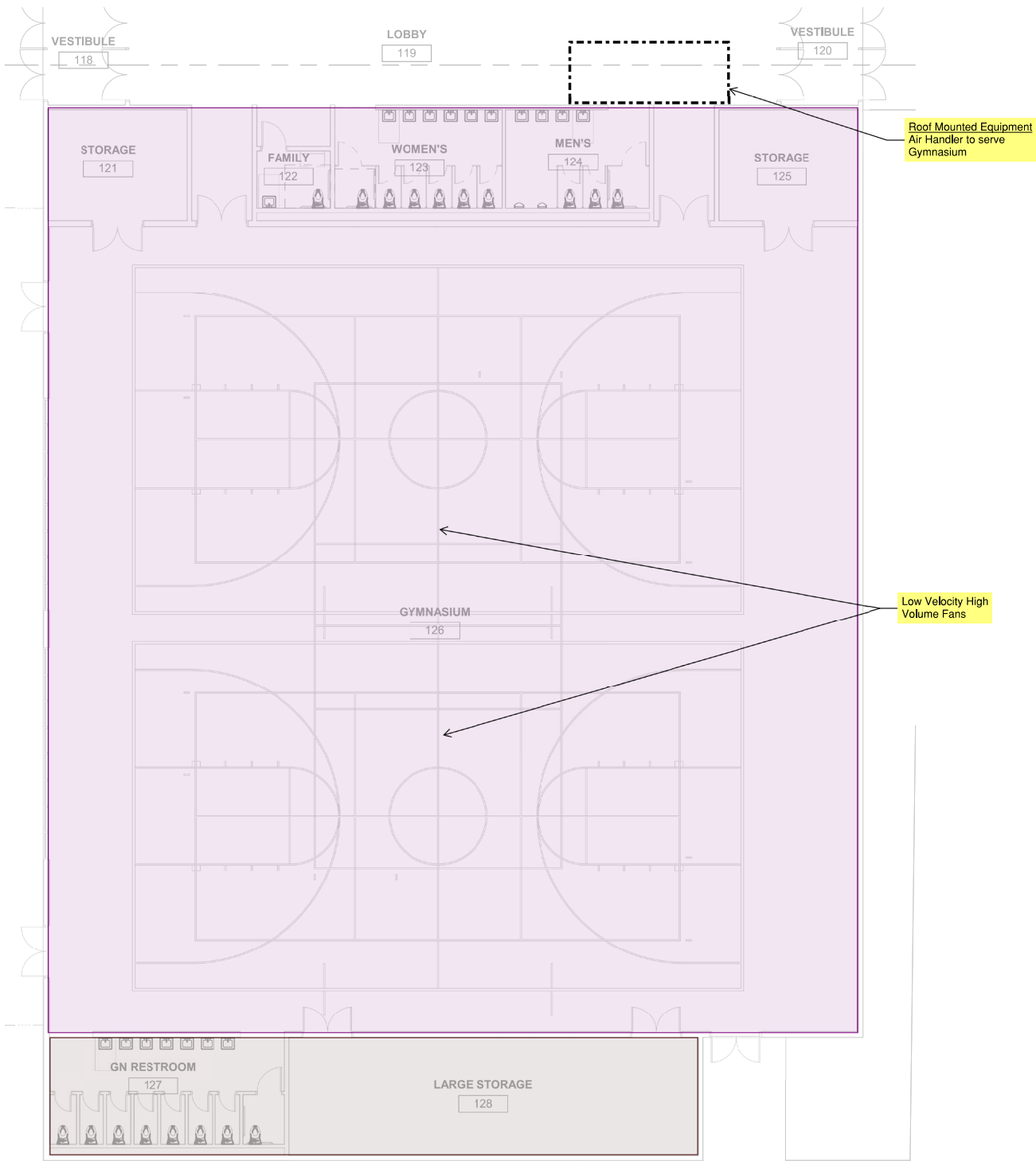
Energy Management Control System

The facility will be provided with a micro-processor based direct digital control building automation/energy management system. The new DDC system will be interfaced with the existing City of Fernley building automation system infrastructure through a BACnet interface. The control system will maintain scheduling of units, monitor equipment status, etc. Space temperatures will be maintained by the 4-pipe fan coils. The distributed controllers will be networked to share information.

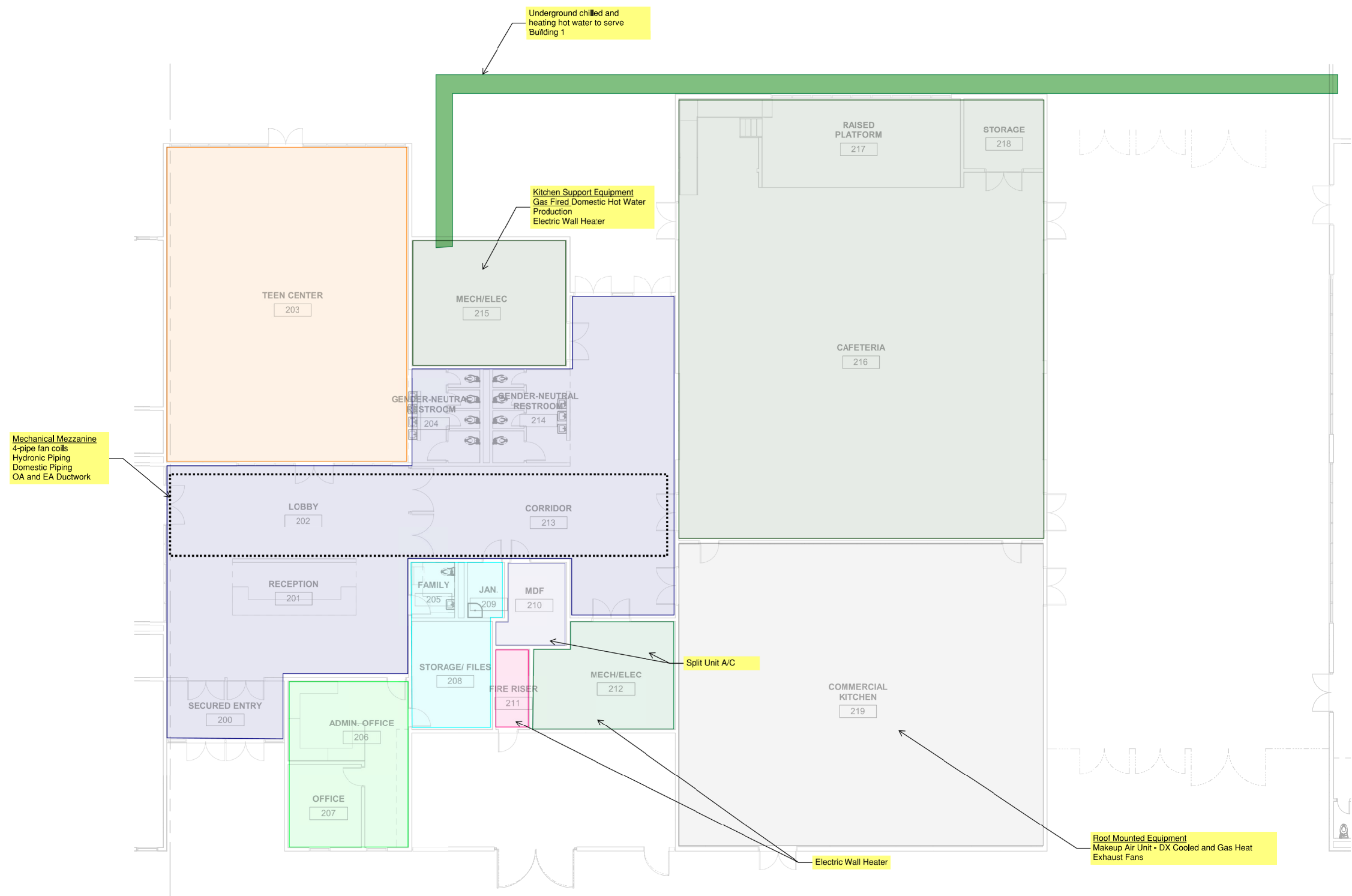
Building 1 Mechanical Plan - Area 1A



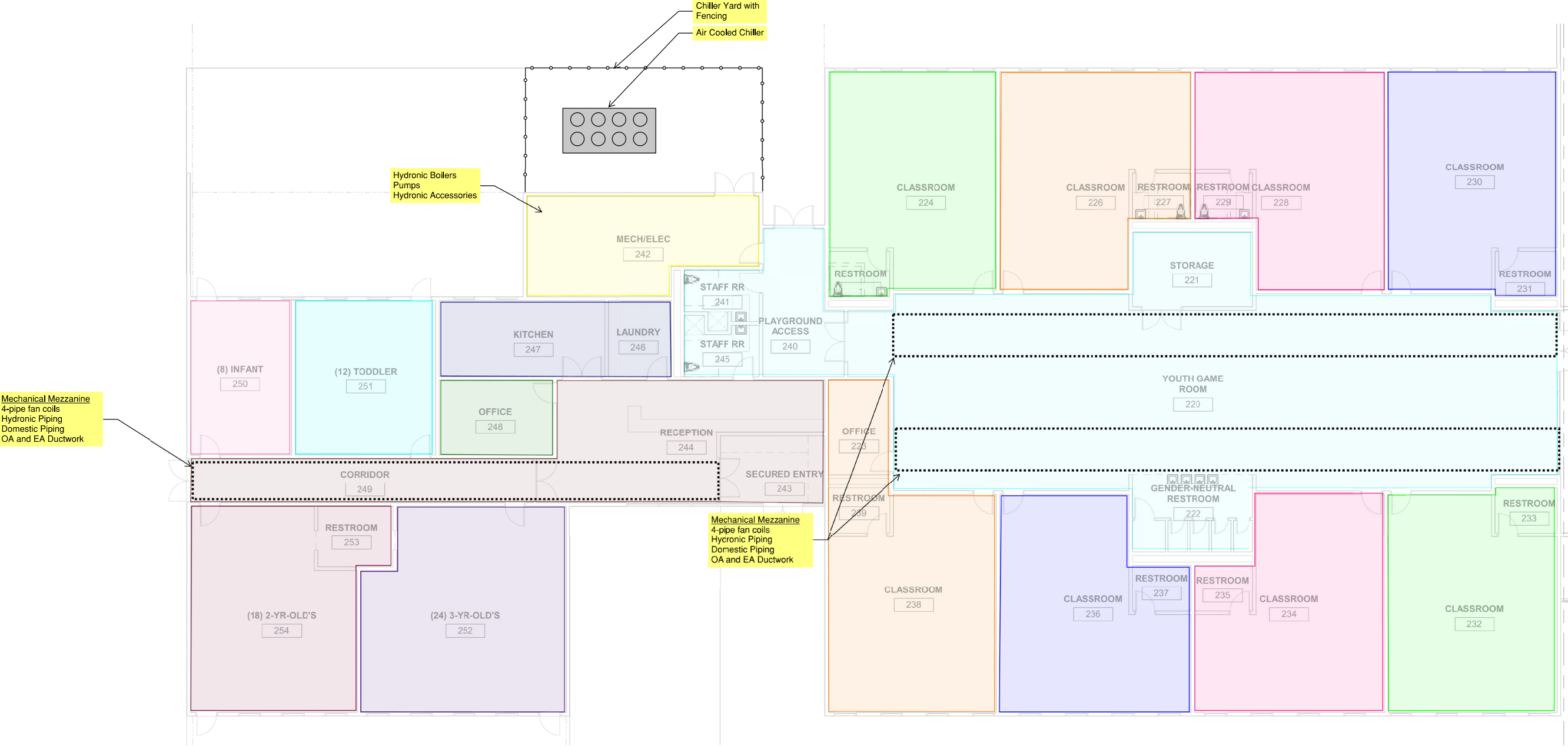
Building 1 Mechanical Plan - Area 1B



Building 2 Mechanical Plan - Area 2A



Building 2 Mechanical Plan - Area 2B



Electrical Design

Electrical Systems

General Project Description

The project is for an approximate 55,000 square foot Community Resource and Response Center located in Fernley, NV. The new Center will house Pre-K through 12 Classrooms, a Commercial Kitchen with Serving Cafeteria, Gymnasium, and Meeting Rooms.

Building Operating and Lifecycle Costs

The following are methods in which building operating costs are reduced by use of design. Electrical systems generally have limited maintenance needs. Most of the anticipated maintenance would be from light fixture cleaning, egress lighting testing and inspection, and fire alarm system testing/maintenance.

- o Centralized lighting inverters for emergency egress lighting
 - o This equipment removes the need for individual fixtures to contain a battery to provide emergency egress lighting during a power outage event. Thereby removing the need for maintenance personnel to test and maintain each battery at each individual fixture annually. The emergency egress lighting system can be tested and maintained from a single location.
- o LED (Light Emitting Diode) lighting
 - o This type of fixture provides significantly longer lifespan and limits maintenance to dusting/cleaning of fixtures in lieu of replacing lamps on a 3 to 5 year basis in addition to cleaning the fixture housing. Generally accepted rated useful life of LED fixtures is 15+ years.

Codes and Applicable Standards

- o National Electric Code (NEC) 2017
- o International Fire Code (IFC) 2018
- o International Building Code (IBC) 2018
- o National Fire Codes (NFPA Standards) as referenced in the 2018 International Fire Code
- o International Energy Conservation Code (IECC) 2018
- o ASHRAE/IESNA Standards 90.1, 2010
- o Commercial Building Standard for Telecommunications Pathways and Spaces, EIA/TIA568 and 569.
- o Nevada State Fire Marshal's Regulations
- o Americans with Disabilities Act
- o Local Codes and Ordinances as may be applicable.

Site Utilities

The preferred location for the utility transformer is at the exterior of the Fire Riser room, at the south edge of the building. This transformer will have drive access and gates provided at the screening fence to allow the utility company (NV Energy) access. An existing conduit stub installed during the construction of the Senior Center is located to the South-East of the proposed new building and will be extended to the transformer location.

Electrical Design

Main Distribution

Service to the building will be 480Y/277 volts. An underground 480Y/277 volt secondary feeder will be routed from the utility padmounted transformer to the Main Service Entrance Switchboard which will be located in the Main Electrical Room. The switchboard shall be furnished complete with underground pull section, CT/Metering compartment, and main breaker with integral ground fault protection and phase loss protection. The switchboard shall include distribution sections utilizing distribution circuit breakers.

The majority of electrical equipment will reside in the Main Electrical Room. Additional panels will be provided for the required loads within the Commercial Kitchen dedicated to those equipment needs. A smaller electrical room will be located on the East of the school near the meeting room spaces, as well as a small electrical space near the Pre-School spaces.

The short circuit rating of the switchboard and all components shall be evaluated based on the available fault current values of the existing campus distribution system at the point of service to this project.

The preliminary load calculations for the project yields an NEC demand load (including 15% spare) of 923kVA. See Figure 1. Based on this calculation we anticipate that the Service Entrance the Service Switchboard will be 1600 amp, 480Y/227 volt, 3 phase, 4 wire.

SCHEMATIC DESIGN LOAD CALCULATION - FERNLEY CRRC							
AREA / ITEM	AREA / TONS (W/SF)---->	LIGHTING * 0.8	RECEPTS. 1	EQUIP. 1.5	MECH 10	KITCHEN 64	TOTAL
Service Entrance	Building 55,000 Kitchen 2,870	44,000	55,000	82,500	550,000	183,680	731,500 183,680
Total Connected Load:		44,000	55,000	82,500	550,000	183,680	915,180
Largest Mechanical:					25,000		
NEC Demand Factor:		100%	100%, 1st 10KW 50% for rest	100%	100% + 25% of Largest Load	65%	
NEC Code Reference:		NEC 220.42	NEC 220.44		NEC 430.24	NEC 220.56	
Total Demand Load:		44,000	32,500	82,500	550,000	119,392	828,392
NEC Demand Load:		828,392 VA	at 480/277V		996.4 Amps		
Spare Capacity 15%:		124,259 VA					
Total Load:		952,651 VA	at 480/277V		1145.9 Amps		
Use 1600A Service Switchboard, 480/277V, 3 Phase, 4 Wire							

Figure 1 – Preliminary Load Calculations

Power Distribution

Electrical distribution equipment will be designed to utilize the following voltages:

480V, 3 phase, 3 wire	Motors ½ HP and larger
480V/277V, 3 phase, 4 wire	LED lighting
208Y/120V, 3 phase, 4 wire	Receptacles, motors less than ½ HP and small equipment loads

A dry type transformer for 208/120V power distribution will be located in the Electrical Room.

Electrical Design

Individual 480V circuits will connect any other large individual loads.

Equipment Sizing Criteria – Branch Circuit Load Calculations

Lighting	Connected load
Receptacles	180 VA per 120V convenience outlet (single and duplex). Quad r receptacles shall be considered as two 180 VA loads, minimum
Surface raceway/bench tops	180 VA per single or duplex convenience receptacle, minimum
Dedicated equipment circuits	Actual load or 1,200 VA per 120V outlet; 4,160 VA for each 208V/30A/1Ø outlet, minimum
Motors	100% of motor full load amps
Special outlets	Actual installed wattage of equipment served

Demand Factors

Lighting	125% of total wattage
Receptacles	100% of first 10 kVA plus 50% of all over 10 kVA
Motors	125% of wattage of largest motor plus 100% of wattage of all other motors
Fixed equipment	100% of total wattage

Minimum Bus Sizes

480/277V lighting panels	125A
208/120V general receptacle panels	225A

Feeder Sizes

Distribution and branch circuit panels shall be sized for a minimum of 20% future capacity and device mounting space available. Feeders from distribution panels to branch circuit panels to be sized the same as the secondary panel bus size.

Uninterruptible Power System (UPS)

Rack mounted UPS units will be installed in the telecom equipment racks.

Power

The following are typical anticipated receptacles that would be installed in the various spaces. Final design will be coordinated with the user's requirements for the particular space.

Lobby/Circulation/Game Room: Locate duplex receptacles on each wall as a minimum. Provide devices as required for displays.

Corridor: Duplex receptacles for cleaning purposes will be located no further than 30' apart.

Flex/Meeting: Locate duplex receptacles on each wall as a minimum. Power will be provided as necessary for all equipment. Floor boxes will be provided as required by NEC 210.71 for Meeting Rooms.

Pre-School/Classrooms: Minimum of two duplex outlets on each wall. Quad receptacles at a dedicated teacher desk location.

Gymnasium: Locate duplex receptacles on each wall as a minimum. Power will be provided as necessary for all equipment, including overhead basketball hoops, divider curtains, etc.

Electrical Design

Cafeteria: Locate duplex receptacles on each wall as a minimum. Floor boxes for mobile Point-Of-Sale carts and/or hot and cold food serving stations.

Kitchen: Equipment will be provided with required connections, either disconnects and hardwired or receptacles based on the information provided by the Kitchen Designer. Convenience receptacle for general use will be placed along walls.

Electrical/MDF: For Main Electrical Rooms receptacles will be located on each wall. Power will be provided as necessary for all equipment.

Storage Spaces: At least one duplex receptacle will be provided.

Offices: At private offices provide a quad receptacle at the desk location and one duplex on each of the other walls. If office space is large enough to allow two occupants in the future provide two quad receptacles.

Exterior Building: Provide a GFCI receptacle with weatherproof-when-in-use cover at each exterior door and as required for facility operation.

All receptacles as required by NEC 406.12 will be tamper resistant (TR Type).

Surge Suppression

Surge Protective Device (SPD) devices will be installed at the Main Service Switchboard and at main distribution boards. SPD ratings for the Service Entrance shall be 240kA per phase / 125kA per mode. Distribution board SPD ratings shall be 150Ka per phase / 65kA per mode.

Grounding System

The grounding system will be designed in compliance with NEC 250. The grounding electrode system will consist of an Ufer Ground, structural steel, and cold-water electrodes. All electrodes will be joined together at the building main grounding bar, adjacent to the main electrical service. All feeders and branch circuits will contain insulated, copper, equipment ground conductors.

The grounding system resistance shall be 25 Ohms or less.

Lighting Systems

Exterior Lighting:

Exterior lighting will be designed to meet Lighting Power Densities per IECC - 2018. Lighting levels will be designed in accordance with IESNA recommendations.

Walkways, landscaped areas and building egress areas adjacent to the facility will be provided with LED fixtures using a combination of pedestrian level lighting and building mounted fixtures.

The control for the exterior lighting will generally be photoelectric control-on at dusk and photoelectric control-off at dawn with integral motion sensing and automatic dimming.

Electrical Design

New parking lots will be provided with LED pole lights of matching type to the newly built adjacent Senior Center. Parking lot lighting will have integral photocell for dusk/dawn control, with automatic dimming capability. Fixtures will individually dim to ~30% after a motion sensor timeout to provide additional energy savings.

Interior Lighting:

Lighting will be designed to meet requirements for Controllability and Minimum Energy Performance per 2018 IECC and ASHRAE/IESNA Standard 90.1 incorporated by reference. Lighting fixtures will be energy efficient LED fixtures to minimize lighting power densities (LPD) in order to meet Code requirements. All interior and exterior lighting will be solid state (LED) with a CCT of 4000K (Interior) and CCT of 5000k (Exterior). Daylighting controls will be utilized where skylights and windows contribute to the illumination of the space.

All lighting will be designed utilizing energy efficient LED technology. IESNA recommended lighting levels are a minimum recommendation, designed lighting levels will meet or exceed these recommendations. Lighting control in areas will be by manual and occupancy sensor dimming switches at the entry area of each location. Lighting controls will be in accordance with the 2018 International Energy Conservation Code (IECC).

Design Footcandle Levels:

- Lobby/Circulation: Suspended linear fixtures and recessed downlights will be used for the general illumination. Control in these areas will generally be via local occupancy sensors.
 - o 20 FC to 30 FC horizontal average maintained.
- Game Room: Recessed volumetric type fixtures will be used for general illumination. Control in these areas will generally be via local occupancy sensors with dimming control stations.
 - o 30 FC to 40 FC horizontal average maintained.
- Corridor: Recessed volumetric type fixtures will be used for general illumination. Control in these areas will generally be via local occupancy sensors.
 - o 10 FC to 15 FC horizontal average maintained.
- Flex/Meeting: Linear suspended with direct/indirect distribution or recessed lay-in volumetric fixtures in ceiling grid. Switching will be via local occupancy/vacancy sensors and low voltage dimming. Additionally, automatic daylight responsive controls will be used for lighting with the daylight zone(s).
 - o 40 to 50 FC horizontal maintained
- Pre-School/Classrooms: Linear suspended with direct/indirect distribution or recessed lay-in volumetric fixtures in ceiling grid. Switching will be via local occupancy/vacancy sensors and low voltage dimming. Additionally, automatic daylight responsive controls will be used for lighting with the daylight zone(s).
 - o 40 to 50 FC horizontal maintained
- Gymnasium: High Bay suspended fixtures will be used for general illumination. Occupancy and daylight sensors will be installed in the space. Fixtures will be in-direct to reduce occupant glare.
 - o 50 FC horizontal average maintained.
- Cafeteria: High Bay suspended fixtures will be used for general illumination. Occupancy and daylight sensors will be installed in the space.
 - o 50 FC horizontal average maintained.

Electrical Design

- Kitchen: Recessed lensed troffers, either 2x4 or 2x2 form factor to accommodate the kitchen equipment layout. Control will be by manual on/off.
 - o 50 FC horizontal average maintained.
- Restrooms: Recessed linear and/or downlights will be used for general illumination. Supplemental lighting at the vanity shall be supplied. Control will be automatic by dual technology ceiling mounted occupancy sensors.
 - o 15 FC to 25 FC horizontal average maintained.
- Storage: Recessed lay-in fixtures or industrial strip fixtures will be used depending on type of ceiling. Occupancy sensors will be installed in the storage spaces.
 - o 20 FC horizontal average maintained.
- Offices: Recessed volumetric type fixtures will be used for general illumination. Control in these areas will generally be via local occupancy sensors with ability to manually dim.
 - o 40 FC horizontal average maintained.
- Electrical/MDF/Mechanical: Industrial strip fixtures will be used depending on type of ceiling.
 - o 30 FC horizontal average maintained.

Egress Lighting & Exit Signage:

Central inverters will be utilized to provide battery back up to designated lighting fixtures. These inverters will be located in the nearest electrical room. Centrally locating these inverters in each of the electrical rooms allows for semi-annual testing of the system by exercising test buttons on the face of the inverter simplifying both testing and maintenance.

Lighting Control System:

A microprocessor-based lighting control system shall be provided for automated lighting control. Local controls and manual override functions will be provided, line voltage switches or low voltage switches. Multi-level switching shall be provided for all spaces including small offices. Occupancy sensors shall be utilized in all areas. Daylighting control shall be implemented as the building design allows.

Fire Alarm

New fire alarm system will be installed throughout the building, utilize voice/evacuation speakers for notification and monitoring of detection devices where required. Radio signal or dial out capabilities to a central monitoring station will be provided. Notification devices will be located per NFPA 72 and ADA requirements in all spaces.

Telecommunication Design

Telecommunications

Utility Connections

Conduit will be installed from the MDF room for connection to Charter and AT&T. Charter and AT&T pull boxes exist at the property line near the southeast corner of the project site. Qty (1) 2" conduit will be installed from the MDF to the existing Charter pull box and (1) 4" conduit will be installed for AT&T.

Telecom Rooms

General

The main telecom room (MDF) will be located in the classroom wing. The room will be centrally located to limit horizontal cable lengths to 295 feet in the classroom wing. The room will be sized to accommodate qty (2) 4 post telecom racks. Approximate room size will be 10' x 10'.

A secondary telecom room (IDF) will be located in the gym wing. The room will be centrally located to limit horizontal cable lengths to 295 feet in the gym/meeting room wing. The room will be sized to accommodate qty (1) 4 post telecom racks. Approximate room size will be 7' x 9'-6".

Plywood Backboards:

4'-0" x 8'-0" x 3/4" AC fire treated plywood backboards will be provided in all telecom rooms. Plywood sheets will completely cover all four (4) walls of the rooms. Plywood sheets will be run from 6" to 8'-6" AFF (above finished floor). Plywood will be painted with 2 coats of white paint.

Overhead Ladder Rack:

18" wide horizontal ladder rack will be provided at 9'-0" AFF around the perimeter of the telecom rooms and over the top of all equipment racks and cabinets to facilitate cable routing and management. Radius dropouts will be provided above all equipment racks to maintain the manufacturers' bend radius of all telecommunications cabling. Ladder rack will be secured to the walls with triangular support brackets spaced at 4'-0" O.C. Where not routed adjacent to a wall, the ladder rack will be supported from structure with Unistrut and threaded rod.

Open Equipment Racks:

UL listed 4-post equipment racks will be provided to house termination and electronic equipment. Racks will be constructed of lightweight aluminum and will have a black finish. Racks shall be 84" high with 19" rack mounting spaces. Rack bases shall be 15" deep x 20.25" wide base with four (4) 3/4" bolt down holes. Side rails shall be 3" deep with double-sided tapped holes. Rack shall be secured to the concrete floor with four (4) 1/2" concrete expansion anchors.

Cable Management

Horizontal and vertical cable management shall be provided with all racks. Cable managers shall be constructed of a steel panel with PVC fingered duct attachments (black) on the front and cable management rings on the rear. Horizontal cable managers shall be 2 rack units in height. Minimum 10" wide vertical cable managers shall be provided between racks and at the end of all rack rows.

Telecommunication Design

Telecom Cabling and Terminations

Typical telecommunication outlets will consist of four-port faceplates with plastic label holders. A minimum of two (2) plenum rated Category 6 data drops will be provided at each outlet. The number of telecommunication outlets and cable drops to each outlet will be adjusted dependent on the use of the space.

Ceiling and wall mounted outlets will be provided for wireless access points to provide full wireless coverage throughout the building.

Horizontal CAT 6 cable will be routed from the data outlets to the telecom room concealed above accessible ceiling spaces supported by j-hooks spaced at 5'-0" on center.

Backbone 12-strand singlemode fiber optic cabling will be routed in conduit between the MDF room and IDF room. Fiber optic cabling will be terminated in 1RU fiber termination cabinets on 12-fiber fusion splice cassettes with duplex LC connectors.

Network Electronics

Network electronics including network switches, routers, firewalls and wireless access points will be provided and installed by the Owner.

Security Design

Security Systems

Intrusion Detection System

A zoned intrusion detection system will be provided. The system will consist of “addressable” magnetic door position contacts, motion detectors and keypads wired back to a central control panel.

CCTV System

A video surveillance system will be provided consisting of interior and exterior IP cameras. Cameras will cover building entrances, hallways, reception area, cafeteria, gym and exterior areas including parking lots. CAT 6 network cabling will be routed from each camera to the nearest telecom room. A network video recorder (NVR) will be rack mounted in the MDF and will provide 30 days of recorded video storage. A software Video Management System (VMS) will be provided to allow viewing of live and recorded video from client computers.

Door Access Control System

A door access control system will be provided consisting of access control field devices at controlled doors including contactless smart card readers, door position contacts, request-to-exit motion detectors and electrified door hardware. Cabling will be provided from the access control field devices to controllers and power supplies located in the telecom rooms.

Secure Single Point of Entry

A secured single point of entry will be provided at the classroom wing. A video intercom system will be provided at the exterior doors allowing personnel at the lobby reception desk to view and communicate with visitors prior to allowing access. The video intercom system will be interfaced with the door access control system to activate electronic door hardware allowing entry through the exterior entry doors.

Audio Visual Design

Audio Visual Systems

Synchronized Clock System

Analog or digital clocks (TBD) will be provided throughout the building including classrooms, meeting/training rooms, gym and cafeteria. Clocks will be connected to and powered over the network via POE. Clocks will be synchronized to a network time protocol (NTP) server.

Paging System

A zoned paging system will be provided consisting of ceiling mounted speakers located in the corridors, classrooms, meeting/training rooms, gym and cafeteria. Exterior speakers will be provided as required. The system will be capable of paging specific rooms/areas as well as paging all areas.

Gym Event AV System

An event sound system will be provided consisting of ceiling speakers, amplifier, wireless microphone system, media player and digital signal processor (DSP). Requirements for a projection system to be determined.

Classroom Audio Enhancement (Voice Lift) System

System requirements to be determined.

Classroom Duress Alarm System

System requirements to be determined.

Classroom Flat Panel Displays

System requirements to be determined.

Cafeteria Raised Platform AV System

System requirements to be determined.

Meeting and Training Room AV Systems

System requirements to be determined.

Exterior Amphitheater AV System

System requirements to be determined.

Food Service Design

1. Estimated Meal Service: up to 200 per meal (more if bulk feeding)
2. A HACCP Plan will be provided by the Food Service Director/Provider
3. The program will be used as a school kitchen, a community resource center and possible as an emergency shelter
4. Permanent ware will be used including trays, cups, glassware and flatware (silverware)
5. A drop-off area for soiled trays, etc., will be required
6. Space to be designed as a full on-site production kitchen space
7. The site anticipates production on a 'just-in-time' production schedule
8. FCRRRC indicated that the method of food production will be 'fast-scratch' utilizing fresh and processed/frozen items.
9. The kitchen will comply with USDA Requirements and Local EHS Requirements
10. All unused food will be stored at the end of the day
11. There may be a requirement for special diets including blended menu items
12. Fresh fruit and vegetable preparation will be required

Receiving and Yard Areas:

1. Two 3 yard containers will be required for trash (1) and recycling (1)...EHS requires a concrete slab and a approved finishes; an area drain will be required
2. A cart wash area is required
3. A minimum 42" back door will be provided with a fly fan (air curtain), door ringer and an indoor eye-hole for security
4. An employee locker area will provided
5. An employee uni-sex restroom will be provided
6. A janitor's sink will be provided, but it will not be directly in the kitchen space
7. An office will be required in the kitchen space ...no safe is required for the space

Dry Storage Area:

1. Secured dry storage room with wire shelving and dunnage racks. The design will adhere to Lyon County EHS design criteria for storage shelving. The dry storage area will be secured per USDA Requirements

Walk-in Cooler/Freezer Area:

1. Walk in Cooler Freezer combo with an entrance into both the cooler and freezer from dedicated doors...both units will be provided with approved moisture proof wire shelving and dunnage racks
2. The walk in refrigeration areas will be secured per USDA Requirements
3. The refrigeration rack location will be located as the roof plan is developed

Ware Washing Area:

1. A dish machine, landing area for trays, etc, will be required
2. A three compartment pot and pan sink will be required...at least one of the tub sizes will accommodate a standard bun pan (18" x 26")
3. A wall shelf over the sink assembly will be required
4. A Garbage disposer will be provided in the drain board above the scrap sink
5. A hose reel and scrap sink will be provided in the drain board area
6. Drying racks will be required
7. A hand sink will be required in this area

Food Service Design

Prep Area:

1. Mobile stainless steel work tables will be provided (Min 2)
2. A small mixer (30 qt) will be designed into the prep area.
3. A food blender and food processor will be required
4. A semi-automatic slicer will be required on a mobile cart
5. A two compartment prep sink built into a work table will be required...the sink compartments will come with removable covers that can be stored below when not used
6. A wall shelf over the sink assembly will be required
7. A microwave will be required (commercial)
8. A hand sink will be required in this area
9. Both a manual and electric can opener will be required
10. An area to 'nest' off site delivery carts should be provided

Cooking Area:

1. 2-sets of double stacked convection ovens will be required (Blodgett)
2. A six burner range (no-oven base) with a fill faucet will be required
3. A small grill line for ala carte production will be part of the cooking line
4. The concept of a combi-oven will be discussed
5. The concept of a small kettle will be discussed
6. The concept of a blast chiller will be discussed
7. The concept of an induction burner will be discussed
8. A Type I Exhaust Hood with Fire Suppression System will be required

Serving Area:

1. A dish-up line with hot food wells, cold items and a beverage pick up area will be reviewed
2. The line should be supported with heated and refrigerated cabinets
3. There will be one service line...the line will have a tray pick-up, a beverage component, a hot component, a utility component and a cold component (for salad/vegetable bar)... the counters will be provided with integral tray rails
4. There will be a central POS
5. The final design will be determined

Finishes:

1. Floors: Epoxy, similar to Stonehard
2. Base: Epoxy, 6"
3. Walls: FRP with a light orange peel
4. Ceiling: 2x4, washable tiles

Outline Specifications

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DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 0101 - Project Title Page
- 00 0102 - Project Information
- 00 0103 - Project Directory
- 00 0105 - Certifications Page
- 00 0107 - Seals Page
- 00 0110 - Table of Contents
- 00 2113 - Instructions to Bidders
- 00 3100 - Available Project Information
- 00 4000 - Procurement Forms and Supplements
- 00 4100 - Bid Form
- 00 4301 - Bid Form Supplements Cover Sheet
- 00 4322 - Unit Prices Form
- 00 4323 - Alternates Form
- 00 4325 - Substitution Request Form - During Procurement
- 00 4327 - Separate Prices Break-Out Form
- 00 4328 - Tax Rebate Form
- 00 4333 - Proposed Products Form
- 00 4334 - Proposed Mechanical Products Form
- 00 4335 - Proposed Electrical Products Form
- 00 5000 - Contracting Forms and Supplements
- 00 5200 - Agreement Form
- 00 6000 - Project Forms
- 00 6325 - Substitution Request Form - During Construction
- 00 7100 - Contracting Definitions
- 00 7200 - General Conditions
- 00 7300 - Supplementary Conditions

DIVISION 01 -- GENERAL REQUIREMENTS

- 011000 - Summary
- 01 2000 - Price and Payment Procedures
- 01 2100 - Allowances
- 01 2200 - Unit Prices
- 01 2300 - Alternates
- 01 2500 - Substitution Procedures
- 01 3000 - Administrative Requirements
- 01 3050 - Design Procedures and Substantiation Requirements

Outline Specifications

- 01 3216 - Construction Progress Schedule
- 01 3553 - Security Procedures
- 01 4000 - Quality Requirements
- 01 4100 - Regulatory Requirements
- 01 4216 - Definitions
- 01 4219 - Reference Standards
- 01 4533 - Code-Required Special Inspections
- 01 5000 - Temporary Facilities and Controls
- 01 5100 - Temporary Utilities
- 01 5213 - Field Offices and Sheds
- 01 5500 - Vehicular Access and Parking
- 01 5713 - Temporary Erosion and Sediment Control
- 01 5719 - Temporary Environmental Controls
- 01 5813 - Temporary Project Signage
- 01 6000 - Product Requirements
- 01 6116 - Volatile Organic Compound (VOC) Content Restrictions
- 01 6116.01 - Accessory Material VOC Content Certification Form
- 01 7000 - Execution and Closeout Requirements
- 01 7123 - Field Engineering
- 01 7419 - Construction Waste Management and Disposal
- 01 7610 - Temporary Protective Coverings
- 01 7800 - Closeout Submittals
- 01 7900 - Demonstration and Training
- 01 9113 - General Commissioning Requirements
- 01 9114 - Commissioning Authority Responsibilities

DIVISION 02 -- EXISTING CONDITION

(Not Used)

DIVISION 03 -- CONCRETE

- 03 0516 - Underslab Vapor Barrier - Stego Industries
- 03 0531 - Adhesive Anchors
- 03 1000 - Concrete Forming and Accessories
- 03 1116.13 - Concrete Form Liners
- 03 1119 - Insulating Concrete Forming
- 03 1521 - Termite Barrier - Stego Industries
- 03 2000 - Concrete Reinforcing
- 03 2400 - Fibrous Reinforcing - Bekaert
- 03 3000 - Cast-in-Place Concrete

Outline Specifications

- 03 3005 - Moisture Vapor Reducing Admixture for Cast-in-Place Concrete - AVECS
- 03 3005 - Water Vapor Reducing Admixture for Cast-in-Place Concrete - SPG
- 03 3006 - Waterproofing Admixture for Cast-in-Place Concrete - SPG
- 03 3511 - Concrete Floor Finishes
- 03 3513 - High-Tolerance Concrete Floor Finishing
- 03 3523 - Exposed Aggregate Concrete Finishing
- 03 3900 - Concrete Curing
- 03 3931 - Curing, Sealing, and Hardening Concrete Floors
- 03 4900 - Glass-Fiber Reinforced Concrete

DIVISION 04 -- MASONRY

- 04 0511 - Masonry Mortaring and Grouting
- 04 0519.14 - Seismic-Rated Masonry Reinforcement
- 04 2000 - Unit Masonry
- 04 2613 - Masonry Veneer
- 04 2723 - Cavity Wall Unit Masonry
- 04 2731 - Reinforced Unit Masonry
- 04 2900 - Engineered Unit Masonry

DIVISION 05 -- METALS

- 05 0513.11 - Shop-Applied Anodized Layer for Aluminum - Lorin Industries
- 05 1200 - Structural Steel Framing
- 05 1213 - Architecturally-Exposed Structural Steel Framing
- 05 2100 - Steel Joist Framing
- 05 3100 - Steel Decking
- 05 4000 - Cold-Formed Metal Framing
- 05 5000 - Metal Fabrications
- 05 5133 - Metal Ladders

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- 06 0584 - Prefinished Wood Panels
- 06 0587 - High Pressure Decorative Laminates
- 06 1054 - Wood Blocking and Curbing
- 06 1053 - Miscellaneous Rough Carpentry
- 06 2500 - Prefinished Paneling
- 06 4100 - Architectural Wood Casework

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- 07 0553 - Fire and Smoke Assembly Identification
- 07 1800 - Traffic Coatings
- 07 2100 - Thermal Insulation
- 07 2217 - Polyisocyanurate Roof Board Insulation
- 07 2400 - Exterior Insulation and Finish Systems
- 07 2700 - Air Barriers
- 07 2726 - Fluid-Applied Membrane Air Barriers - Dow
- 07 3113 - Asphalt Shingles
- 07 4113 - Metal Roof Panels
- 07 4213 - Metal Wall Panels
- 07 4646 - Fiber-Cement Siding
- 07 5419 - PVC Thermoplastic Single-Ply Roofing - Carlisle
- 07 5423 - Thermoplastic Polyolefin (TPO) Membrane Roofing - Carlisle
- 07 6200 - Sheet Metal Flashing and Trim
- 07 6500 - Flexible Flashing
- 07 7100 - Roof Specialties
- 07 7123 - Manufactured Gutters and Downspouts
- 07 7200 - Roof Accessories
- 07 8123 - Intumescent Fire Protection
- 07 8400 - Firestopping
- 07 8414 - Partition-Head Firestopping
- 07 9200 - Joint Sealants
- 07 9513 - Expansion Joint Cover Assemblies

DIVISION 08 -- OPENINGS

- 08 0671 - Door Hardware Schedule
- 08 1113 - Hollow Metal Doors and Frames
- 08 1416 - Flush Wood Doors
- 08 3100 - Access Doors and Panels
- 08 3313 - Coiling Counter Doors
- 08 3613 - Sectional Doors
- 08 4313 - Aluminum-Framed Entrances and Storefronts
- 08 4413 - Glazed Aluminum Curtain Walls
- 08 4523 - Fiberglass-Sandwich-Panel Assemblies - Kalwall
- 08 7100 - Door Hardware
- 08 8000 - Glazing
- 08 9100 - Louvers

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DIVISION 09 -- FINISHES

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- 09 3000 - Tiling
- 09 5100 - Acoustical Ceilings
- 09 6433 - Laminated Wood Flooring
- 09 6500 - Resilient Flooring
- 09 6537 - Static Control Flooring
- 09 6566 - Resilient Athletic Flooring
- 09 6714 - Resilient Urethane Flooring
- 09 6813 - Tile Carpeting
- 09 7733 - Glass Fiber Reinforced Plastic Panels
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- 09 9113 - Exterior Painting
- 09 9123 - Interior Painting
- 09 9600 - High-Performance Coatings

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- 10 1400 - Signage
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- 10 2226 – Operable Partitions
- 10 2601 - Wall and Corner Guards
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- 11 6813 - Playground Equipment

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- 12 2400 - Window Shades - MechoShade Systems
- 12 3200 - Manufactured Wood Casework
- 12 3600 - Countertops
- 12 9313 - Bicycle Racks

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- 21 0000 - Fire Suppression Systems
- 21 0530 - Hangers and Supports for Fire Suppression Systems
- 21 0540 - Seismic Bracing for Fire Suppression Systems

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- 22 0000 - Plumbing
- 22 0500 - Basic Materials and Methods for Plumbing
- 22 0520 - Operation and Maintenance of Plumbing Systems
- 22 0530 - Hangers and Supports for Plumbing Systems
- 22 0540 - Seismic Bracing for Plumbing Systems
- 22 0700 - Plumbing Insulation
- 22 0800 - Testing, Adjusting, and Balancing of Plumbing Systems
- 22 0900 - Plumbing Fixtures and Trim
- 22 1000 - Facility Water Distribution
- 22 1300 - Facility Sanitary Sewerage
- 22 1400 - Facility Storm Drainage
- 22 1500 - Facility Natural Gas Systems
- 22 2200 - Heat Tracing for Plumbing Piping
- 22 3400 - Gas Fired Domestic Water Heaters

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 23 0000 - Heating, Ventilating, and Air Conditioning
- 23 0500 - Basic Materials and methods for HVAC
- 23 0520 - Operation and Maintenance of HVAC Systems
- 23 0530 - Hangers and Supports for HVAC Piping and Equipment
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- 23 0700 - HVAC Insulation
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- 23 2100 - Hydronic Piping and Accessories
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- 23 2170 - Hydronic Piping Installed Outdoors
- 23 2200 - Hydronic Pumps
- 23 2300 - Heat Tracing for HVAC Piping
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- 23 3100 - HVAC Ductwork
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- 23 3700 - Air Outlets and Inlets
- 23 5000 - Condensing boilers
- 23 8450 - Fan Coil Units
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- 26 0002 - Electrical Submittals
- 26 0003 - Temporary Electrical Facilities for Construction
- 26 0503 - Equipment Wiring Connections
- 26 0519 - Low Voltage Electrical Power Conductors and Cables
- 26 0526 - Grounding and Bonding for Electrical Systems
- 26 0529 - Hangers and Supports for Electrical Systems
- 26 0530 - Seismic Protection for Electrical Equipment
- 26 0533 - Raceway and Boxes for Electrical Systems
- 26 0534 - Floor Boxes for Electrical Systems
- 26 0553 - Identification for Electrical Systems
- 26 0573 - Overcurrent Protective Device Coordination Study & Arc Flash Study
- 26 0923 - Lighting Control System
- 26 2200 - Low Voltage Transformers
- 26 2413 - Switchboards
- 26 2416 - Panelboards
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- 26 2726 - Wiring Devices
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DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

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- 32 17 23 - Pavement Markings
- 32 31 36 - Security Gates and Barriers
- 32 33 13 - Site Bicycle Racks
- 32 84 00 - Landscape Irrigation
- 32 93 00 - Landscape Plants
- 32 98 01 - Landscape Maintenance

DIVISION 33 -- UTILITIES

- 33 06 00.10 - Schedules for Utility Piping
- 33 11 00 - Water Distribution For Domestic and Fire Protection Service
- 33 31 00 - Sanitary Sewerage Utilities
- 33 39 13 - Sanitary Utility Sewerage Manholes, Frames and Covers
- 33 71 73 - Utility Service Entrance

APPENDICES

- Appendix A

Appendix A: Cost Estimate (OCMI)



City of Fernley Community Center

Fernley, NV

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022



COST ESTIMATE

INTRODUCTORY NOTES

This estimate is based on verbal direction from the client and the following items, received 10 February 2022, 19 May 2022, 20 May 2022:

Fernley_CRRC_220519_Schematic_Set	Cover thru A7.14 (37 sheets)
Fernley_CRRC_220517_Floor_Plan	X1.00 (01 sheet)
FERNLEY COMMUNITY CENTER_ PES narrative_v03	(16 sheets)
2019-1-10-RptFnl-17-150.6B-Fernley Depot Geotech-GL cf L1-8	(29 sheets)
ExhbtG_GeoTechReport HEM	(41 sheets)
FW: Fernley Community Response and Resource Center - Schematic Design Deliverable	Email dated 05-20-2022
TSK_Mtg_Min-Fernley_Com_Res_Cen_220124	(03 sheets)

The following items are excluded from this estimate:

- Professional fees.
- Building permits and fees.
- Inspections and tests.
- Furniture, fixtures & equipment, except as noted.
- Installation of owner furnished equipment.
- Construction change order contingency.
- Overtime.
- Hazardous material abatement/removal.
- Items referenced as NOT INCLUDED or NIC in estimate.

The midpoint of construction of December 2023 is based on:

- Construction start date of June 2023
- Estimated construction duration of 12 months
- This estimate is based on a Construction Manager at Risk delivery method.
- This estimate is based on prevailing wage labor rates.
- This estimate is based on a detailed measurement of quantities. We have made allowances for items that were not clearly defined in the drawings. The client should verify these allowances.
- This estimate is based on a minimum of four competitive bids and a stable bidding market.
- This estimate should be updated if more definitive information becomes available, or if there is any change in scope.
- We strongly advise the client to review this estimate in detail. If any interpretations in this estimate appear to differ from those intended by the design documents, they should be addressed immediately.

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

PROJECT SUMMARY

BASE BID	TOTAL COST	GFA	\$/SF AREA
01. EARLY LEARNING	\$3,147,766	4,746	\$663.25
02. BOYS AND GIRLS CLUB	\$11,124,991	19,591	\$567.86
03. CAFETERIA/KITCHEN	\$4,074,152	7,335	\$555.44
04. GYMNASIUM	\$7,521,991	11,900	\$632.10
05. MEETINGS ROOMS AND JOIN OFFICE	\$6,344,263	11,205	\$566.20
06. ADA RESTROOM, EXCLUDED			
08. ON-SITE IMPROVEMENTS	\$3,843,955	231,408 5.3 ACRES	\$16.61 \$724,000
09. HALF STREET IMPROVEMENTS AT LOIS LANE	\$222,581	8,772 350 LF	\$25.37 \$640
TOTAL BASE BID CONSTRUCTION COST		\$36,279,699	
BREAKOUT			
01. KITCHEN EQUIPMENT	\$959,104		
02. COURTYARD COVER	\$360,655	4,550	\$79
03. GYMNASIUM EQUIPMENT AND FURNISHINGS	\$207,530		
04. PLAYGROUND EQUIPMENT	\$684,559		
TOTAL BASE BID CONSTRUCTION COST INCLUDING BREAKOUT		\$38,491,547	

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DETAILED PROJECT SUMMARY

BASE BID	TOTAL COST	GFA	\$/SF AREA
01. EARLY LEARNING	\$2,184,162	4,746	\$460.21
02. BOYS AND GIRLS CLUB	\$7,719,375	19,591	\$394.03
03. CAFETERIA/KITCHEN	\$2,826,960	7,335	\$385.41
04. GYMNASIUM	\$5,219,336	11,900	\$438.60
05. MEETINGS ROOMS AND JOIN OFFICE	\$4,402,138	11,205	\$392.87
06. ADA RESTROOM, EXCLUDED			
08. ON-SITE IMPROVEMENTS	\$2,667,232	231,408 5.3 ACRES	\$11.53 \$502,000
09. HALF STREET IMPROVEMENTS AT LOIS LANE	\$154,444	8,772	\$17.61

TOTAL BASE BID NET DIRECT COST	\$25,173,647
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GENERAL BASE BID MARKUPS

DESIGN CONTINGENCY	12.00%	\$3,020,838
ESCALATION TO MIDPOINT 12/2023	11.25%	\$3,171,880
CONTRACTOR CONTINGENCY	2.50%	\$784,159
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$2,250,537
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$1,376,042
INSURANCE	0.80%	\$286,217
BONDS: CONTRACTOR	0.60%	\$216,380

TOTAL BASE BID CONSTRUCTION COST	\$36,279,699
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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS			
02 EXISTING CONDITIONS			
03 CONCRETE		\$103,920	\$21.90
04 MASONRY			
05 METALS		\$411,716	\$86.75
06 WOOD, PLASTICS, AND COMPOSITES		\$28,476	\$6.00
07 THERMAL AND MOISTURE PROTECTION		\$134,075	\$28.25
08 OPENINGS		\$106,740	\$22.49
09 FINISHES		\$724,435	\$152.64
10 SPECIALTIES		\$134,612	\$28.36
11 EQUIPMENT			
12 FURNISHINGS		\$9,315	\$1.96
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION		\$26,768	\$5.64
22 PLUMBING		\$57,864	\$12.19
23 HEATING, VENTILATING, AND AIR CONDITIONING		\$176,155	\$37.12
26 ELECTRICAL		\$161,013	\$33.93
27 COMMUNICATIONS		\$42,501	\$8.96
28 ELECTRONIC SAFETY AND SECURITY		\$66,572	\$14.03
31 EARTHWORK			
32 EXTERIOR IMPROVEMENTS			
33 UTILITIES			
NET DIRECT BUILDING COST		\$2,184,162	\$460.21
DESIGN CONTINGENCY	12.00%	\$262,099	\$55.23
SUBTOTAL		\$2,446,261	\$515.44
ESCALATION TO MIDPOINT 12/2023	11.25%	\$275,204	\$57.99
SUBTOTAL		\$2,721,466	\$573.42
CONTRACTOR CONTINGENCY	2.50%	\$68,037	\$14.34
SUBTOTAL		\$2,789,502	\$587.76
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$195,265	\$41.14
SUBTOTAL		\$2,984,768	\$628.90
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$119,391	\$25.16
SUBTOTAL		\$3,104,158	\$654.06
INSURANCE	0.80%	\$24,833	\$5.23
SUBTOTAL		\$3,128,992	\$659.29
BONDS: CONTRACTOR	0.60%	\$18,774	\$3.96
TOTAL BUILDING COST		\$3,147,766	\$663.25

GROSS FLOOR AREA: 4,746 SF

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
03 CONCRETE				
Foundation System	4,746	GSF	5.00	\$23,730
Slab on Grade				
Slab on grade assembly	4,746	GSF	13.00	\$61,698
Finishes, accessories and adders	4,746	GSF	2.00	\$9,492
Miscellaneous concrete work, pads, curbs, etc.	1	LS	9,000.00	\$9,000
TOTAL - 03 CONCRETE				\$103,920
04 MASONRY				
No work anticipated		NA		
TOTAL - 04 MASONRY				
05 METALS				
Structural Steel Framing				
Structural steel, 15 LBS/SF, Allowance	36	TON	6,300.00	\$224,249
Steel Joist Framing	4,746	GSF	18.00	\$85,428
Metal Deck				
Roof	4,746	SF	19.00	\$90,174
Miscellaneous Metals and Fabrications	4,746	GSF	2.50	\$11,865
TOTAL - 05 METALS				\$411,716
06 WOOD, PLASTICS, AND COMPOSITES				
Rough Carpentry	4,746	GSF	1.50	\$7,119
Finish Carpentry, Allowance	4,746	GSF	4.50	\$21,357
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$28,476
07 THERMAL AND MOISTURE PROTECTION				
Thermal and Moisture Protection				
Foundation	4,746	SF	1.50	\$7,119
Exterior wall, see Division 09 exterior wall assembly		NOTE		
Thermal and Sound Insulation				
Walls, see Division 09 exterior wall assemblies		NOTE		

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Roofing				
Combination single ply membrane and steep pitch standing seam metal roof	4,746	GSF	25.00	\$118,650
Firestopping, Joint Sealants and Caulking	4,746	GSF	1.75	\$8,306

TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$134,075
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08 OPENINGS

Doors, including frame and hardware

Exterior

Single

4

EA

1,777.94

\$7,112

Interior

Single

7

EA

1,777.94

\$12,446

Double

2

PR

3,020.32

\$6,041

Supplementary hardware and accessories

20%

PCT

25,599.00

\$5,120

Glass and Glazing

Exterior

Aluminum fully glazed including frame and hardware

Double

2

PR

5,124.48

\$10,249

Storefront

621

SF

88.00

\$54,648

Interior

Aluminum fully glazed including frame and hardware

Double

1

PR

5,124.48

\$5,124

Interior, Allowance

4,746

GSF

1.26

\$6,000

TOTAL - 08 OPENINGS				\$106,740
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09 FINISHES

Framing and Wallboard

Wall assembly

Exterior, stucco finish, 6"

3,703

SF

35.00

\$129,605

Interior, standard

14,238

SF

25.00

\$355,950

Wall Covering and Coatings

Wall covering

4,746

GSF

2.00

\$9,492

Coatings

Anti-graffiti coating, sacrificial

3,703

SF

3.75

\$13,886

Acoustical Treatment

4,746

GSF

1.50

\$7,119

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Sheet 5 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Flooring	4,746	SF	11.00	\$52,206
Ceiling	4,746	SF	8.50	\$40,341
Miscellaneous Finishes				
Architectural feature, Allowance				
At exterior wall	3,703	SF	30.00	\$111,090
General	4,746	GSF	1.00	\$4,746
TOTAL - 09 FINISHES				\$724,435

10 SPECIALTIES

Information Specialties	4,746	GSF	0.30	\$1,424
Signage				
Exterior, see Boys and Girls Club		NOTE		
Interior	4,746	GSF	1.25	\$5,933
Restroom Accessories	878	SF	15.00	\$13,170
Operable Partitions				
At divisible meeting rooms	74	LF	1,500.00	\$111,000
Wall and Door Protection	4,746	GSF	0.45	\$2,136
Fire Protection Specialties	4,746	GSF	0.20	\$949
Miscellaneous Specialties				
Playground fence, see On-site Improvements		NOTE		
TOTAL - 10 SPECIALTIES				\$134,612

11 EQUIPMENT

Playground equipment, see On-site Improvements		NOTE		
TOTAL - 11 EQUIPMENT				

12 FURNISHINGS

Window Treatment				
Mecho shades, motor operated	621	SF	15.00	\$9,315
TOTAL - 12 FURNISHINGS				\$9,315

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
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21 FIRE SUPPRESSION

Automatic fire sprinkler system, wet type				
Fire riser, horizontal water distribution, drops and heads	4,746	GSF	5.46	\$25,913
Seismic protection, labeling, firestop	4,746	GSF	0.10	\$475
Test	1	LS	379.68	\$380

TOTAL - 21 FIRE SUPPRESSION				\$26,768
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22 PLUMBING

Equipment				
Water heating system	4,746	GSF	0.46	\$2,159
Fixtures including rough-in				
Water closet (ADA)	1	EA	2,260.00	\$2,260
Lavatory, wall mounted	1	EA	2,465.00	\$2,465
Miscellaneous fixtures/fittings	4,746	SF	0.20	\$949
Domestic water system				
Building entrance	1	LS	5,850.00	\$5,850
Cold water piping, fittings and accessories	4,746	GSF	1.77	\$8,391
Hot water piping and fittings, insulation	4,746	GSF	0.68	\$3,208
Valve	4,746	GSF	0.25	\$1,172
Sanitary waste system, includes clean-outs	4,746	GSF	1.85	\$8,761
Sanitary vent system, includes vent through roofs	4,746	GSF	1.69	\$8,021
Roof drainage system	4,746	GSF	1.47	\$6,972
Indirect condensate drain system	4,746	GSF	0.66	\$3,147
Natural gas system	4,746	GSF	0.69	\$3,275
Miscellaneous including seismic control, system test, flush and chlorinate, identification and fire stop	4,746	GSF	0.26	\$1,234

TOTAL - 22 PLUMBING				\$57,864
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23 HEATING, VENTILATING, AND AIR CONDITIONING

Equipment				
Rooftop packaged unit	7,119	CFM	7.15	\$50,901
Exhaust fan, restroom	1	EA	1,719.86	\$1,720
Sound attenuation	4,746	GSF	0.26	\$1,234
Air distribution system				
Sheet metal ductwork, supports	3,560	LB	13.94	\$49,619

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Sheet 7 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Duct insulation	4,746	SF	2.33	\$11,044
Flexible duct, supports	4,746	SF	0.47	\$2,221
Refrigeration piping system, not required		NIC		
Air inlets and outlets	4,746	GSF	1.82	\$8,638
Fire, smoke and manual dampers	4,746	GSF	0.56	\$2,653
Duct smoke detectors	4,746	GSF	0.30	\$1,419
Automatic temperature controls	4,746	GSF	6.72	\$31,898
Air/water balance, by an independent contractor	4,746	GSF	1.12	\$5,306
Start-up, commission major equipment	4,746	GSF	1.35	\$6,417
Miscellaneous including seismic bracing, duct identification, testing and fire stop	4,746	GSF	0.65	\$3,085
TOTAL - 23 HEATING, VENTILATING, AND AIR CONDITIONING				\$176,155

26 ELECTRICAL

Service and distribution

Normal power

Panel board

Transformer

Miscellaneous

Building feeder

Emergency power

Building grounding system

Equipment connection including disconnect switch, conduit and conductors

Lighting system

Lighting control

Fixtures

Light switch

Occupancy sensor

Branch wiring

Convenience power including branch wiring

Miscellaneous work including seismic bracing, identification and labeling, firestop

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Sheet 8 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
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TOTAL - 26 ELECTRICAL				\$161,013
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27 COMMUNICATIONS

Telephone and data system	4,746	GSF	3.95	\$18,747
Audiovisual system	4,746	GSF	2.41	\$11,414
Public address system	4,746	GSF	2.60	\$12,340

TOTAL - 27 COMMUNICATIONS				\$42,501
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28 ELECTRONIC SAFETY AND SECURITY

Fire alarm system	4,746	GSF	3.20	\$15,178
Security system				
Access control	4,746	GSF	3.38	\$16,041
CCTV system	4,746	GSF	7.45	\$35,353

TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$66,572
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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS			
02 EXISTING CONDITIONS			
03 CONCRETE		\$430,820	\$21.99
04 MASONRY			
05 METALS		\$1,699,520	\$86.75
06 WOOD, PLASTICS, AND COMPOSITES		\$114,387	\$5.84
07 THERMAL AND MOISTURE PROTECTION		\$553,446	\$28.25
08 OPENINGS		\$601,841	\$30.72
09 FINISHES		\$1,758,398	\$89.76
10 SPECIALTIES		\$53,413	\$2.73
11 EQUIPMENT		\$23,000	\$1.17
12 FURNISHINGS		\$57,390	\$2.93
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION		\$110,493	\$5.64
22 PLUMBING		\$334,771	\$17.09
23 HEATING, VENTILATING, AND AIR CONDITIONING		\$764,041	\$39.00
26 ELECTRICAL		\$744,086	\$37.98
27 COMMUNICATIONS		\$235,189	\$12.00
28 ELECTRONIC SAFETY AND SECURITY		\$238,580	\$12.18
31 EARTHWORK			
32 EXTERIOR IMPROVEMENTS			
33 UTILITIES			
NET DIRECT BUILDING COST		\$7,719,375	\$394.03
DESIGN CONTINGENCY	12.00%	\$926,325	\$47.28
SUBTOTAL		\$8,645,700	\$441.31
ESCALATION TO MIDPOINT 12/2023	11.25%	\$972,641	\$49.65
SUBTOTAL		\$9,618,341	\$490.96
CONTRACTOR CONTINGENCY	2.50%	\$240,459	\$12.27
SUBTOTAL		\$9,858,800	\$503.23
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$690,116	\$35.23
SUBTOTAL		\$10,548,916	\$538.46
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$421,957	\$21.54
SUBTOTAL		\$10,970,872	\$560.00
INSURANCE	0.80%	\$87,767	\$4.48
SUBTOTAL		\$11,058,639	\$564.48
BONDS: CONTRACTOR	0.60%	\$66,352	\$3.39
TOTAL BUILDING COST		\$11,124,991	\$567.86

GROSS FLOOR AREA: 19,591 SF

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
03 CONCRETE				
Foundation System	19,591	GSF	5.00	\$97,955
Slab on Grade				
Slab on grade assembly	19,591	GSF	13.00	\$254,683
Finishes, accessories and adders	19,591	GSF	2.00	\$39,182
Miscellaneous concrete work, pads, curbs, etc.	1	LS	39,000.00	\$39,000
TOTAL - 03 CONCRETE				\$430,820
04 MASONRY				
No work anticipated		NA		
TOTAL - 04 MASONRY				
05 METALS				
Structural Steel Framing				
Structural steel, 15 LBS/SF, Allowance	147	TON	6,300.00	\$925,675
Steel Joist Framing	19,591	GSF	18.00	\$352,638
Metal Deck				
Roof	19,591	SF	19.00	\$372,229
Miscellaneous Metals and Fabrications	19,591	GSF	2.50	\$48,978
TOTAL - 05 METALS				\$1,699,520
06 WOOD, PLASTICS, AND COMPOSITES				
Rough Carpentry	19,591	GSF	1.50	\$29,387
Finish Carpentry, Allowance	19,591	GSF	4.34	\$85,000
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$114,387
07 THERMAL AND MOISTURE PROTECTION				
Thermal and Moisture Protection				
Foundation	19,591	SF	1.50	\$29,387
Exterior wall, see Division 09 exterior wall assembly		NOTE		
Thermal and Sound Insulation				
Walls, see Division 09 exterior wall assemblies		NOTE		

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Roofing				
Combination single ply membrane and steep pitch standing seam metal roof	19,591	GSF	25.00	\$489,775
Firestopping, Joint Sealants and Caulking	19,591	GSF	1.75	\$34,284

TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$553,446
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08 OPENINGS

Doors, including frame and hardware

Exterior

Double

1

PR

3,020.32

\$3,020

Interior

Single

37

EA

1,777.94

\$65,784

Double

10

PR

3,020.32

\$30,203

Supplementary hardware and accessories

20%

PCT

99,007.00

\$19,801

Glass and Glazing

Exterior

Aluminum fully glazed including frame and hardware

Double

7

PR

5,124.48

\$35,871

Storefront

701

SF

88.00

\$61,688

Ribbon glazing

2,155

SF

95.00

\$204,725

Curtain wall

970

SF

150.00

\$145,500

Interior

Aluminum fully glazed including frame and hardware

Double

2

PR

5,124.48

\$10,249

Interior, Allowance

19,591

GSF

1.28

\$25,000

TOTAL - 08 OPENINGS				\$601,841
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09 FINISHES

Framing and Wallboard

Wall assembly

Exterior, stucco finish, 6"

9,862

SF

35.00

\$345,170

Interior, standard

24,408

SF

25.00

\$610,200

Wall Covering and Coatings

Wall covering

19,591

GSF

2.00

\$39,182

Coatings

Anti-graffiti coating, sacrificial

9,862

SF

3.75

\$36,983

Prepared by: OCMI

Sheet 12 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Acoustical Treatment	19,591	GSF	1.50	\$29,387
Flooring	19,591	SF	11.00	\$215,501
Ceiling	19,591	SF	8.50	\$166,524
Miscellaneous Finishes				
Architectural feature, Allowance				
At exterior wall	9,862	SF	30.00	\$295,860
General	19,591	GSF	1.00	\$19,591
Trash enclosure, see On-site Improvements		NOTE		
TOTAL - 09 FINISHES				\$1,758,398
10 SPECIALTIES				
Information Specialties	19,591	GSF	0.30	\$5,877
Signage				
Exterior, Allowance	1	LS	20,000.00	\$20,000
Interior	1,632	GSF	1.00	\$1,632
Restroom Accessories	878	SF	15.00	\$13,170
Operable Partitions, none anticipated		NA		
Wall and Door Protection	19,591	GSF	0.45	\$8,816
Fire Protection Specialties	19,591	GSF	0.20	\$3,918
TOTAL - 10 SPECIALTIES				\$53,413
11 EQUIPMENT				
Audio-visual Equipment, Allowance	1	LS	23,000.00	\$23,000
TOTAL - 11 EQUIPMENT				\$23,000
12 FURNISHINGS				
Window Treatment				
Mecho shades, motor operated	3,826	SF	15.00	\$57,390
TOTAL - 12 FURNISHINGS				\$57,390

21 FIRE SUPPRESSION

Prepared by: OCMI

Sheet 13 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Automatic fire sprinkler system, wet type				
Fire riser, horizontal water distribution, drops and heads	19,591	GSF	5.46	\$106,967
Seismic protection, labeling, firestop	19,591	GSF	0.10	\$1,959
Test	1	LS	1,567.28	\$1,567

TOTAL - 21 FIRE SUPPRESSION				\$110,493
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22 PLUMBING

Equipment

Water heating system	19,591	GSF	0.46	\$8,914
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Fixtures including rough-in

Water closet	10	EA	1,946.00	\$19,460
Water closet (ADA)	14	EA	2,260.00	\$31,640
Lavatory, wall mounted	22	EA	2,465.00	\$54,230
Service sink	1	EA	3,650.00	\$3,650
Shower	2	EA	2,572.00	\$5,144
Miscellaneous fixtures/fittings	19,591	GSF	0.20	\$3,918

Domestic water system

Building entrance	1	LS	5,850.00	\$5,850
Cold water piping, fittings and accessories	19,591	GSF	1.77	\$34,637
Hot water piping and fittings, insulation	19,591	GSF	0.68	\$13,244
Valve	19,591	GSF	0.25	\$4,839

Sanitary waste system, includes clean-outs	19,591	GSF	1.85	\$36,165
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Sanitary vent system, includes vent through roofs	19,591	GSF	1.69	\$33,109
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Roof drainage system	19,591	GSF	1.47	\$28,779
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Indirect condensate drain system	19,591	GSF	0.66	\$12,989
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Natural gas system	19,591	GSF	1.69	\$33,109
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Miscellaneous including seismic control, system test, flush and chlorinate, identification and fire stop	19,591	GSF	0.26	\$5,094
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TOTAL - 22 PLUMBING				\$334,771
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23 HEATING, VENTILATING, AND AIR CONDITIONING

Equipment

Rooftop packaged unit	29,387	CFM	7.15	\$210,113
Dedicated split units, electrical and communication rooms	4	EA	5,250.00	\$21,000
Exhaust fan, restroom	11	EA	1,719.86	\$18,918
Sound attenuation	19,591	GSF	0.26	\$5,094

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Sheet 14 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Air distribution system				
Sheet metal ductwork, supports	14,693	LB	13.94	\$204,824
Duct insulation	19,591	GSF	2.33	\$45,588
Flexible duct, supports	19,591	GSF	0.47	\$9,169
Refrigeration piping system, specialties	19,591	GSF	0.21	\$4,075
Air inlets and outlets	19,591	GSF	1.82	\$35,656
Fire, smoke and manual dampers	19,591	GSF	0.56	\$10,951
Duct smoke detectors	19,591	GSF	0.30	\$5,858
Automatic temperature controls	19,591	GSF	6.72	\$131,671
Air/water balance, by an independent contractor	19,591	GSF	1.12	\$21,903
Start-up, commission major equipment	19,591	GSF	1.35	\$26,487
Miscellaneous including seismic bracing, duct identification, testing and fire stop	19,591	GSF	0.65	\$12,734
TOTAL - 23 HEATING, VENTILATING, AND AIR CONDITIONING				\$764,041

26 ELECTRICAL

Service and distribution				
Normal power				
Main switch gear	19,591	GSF	1.29	\$25,214
Distribution board	19,591	GSF	0.79	\$15,536
Panel board	19,591	GSF	1.34	\$26,232
Transformer	19,591	GSF	0.69	\$13,498
Miscellaneous	19,591	GSF	0.81	\$15,790
Building feeder	19,591	GSF	1.30	\$25,468
Emergency power	19,591	GSF	0.14	\$2,802
Building grounding system	19,591	GSF	0.49	\$9,678
Equipment connection including disconnect switch, conduit and conductors	19,591	GSF	5.53	\$108,240
Lighting system				
Lighting control	19,591	GSF	4.20	\$82,263
Fixtures	19,591	GSF	12.35	\$241,949
Light switch	19,591	GSF	0.26	\$5,094
Occupancy sensor	19,591	GSF	0.39	\$7,640
Branch wiring	19,591	GSF	3.54	\$69,274

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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Convenience power including branch wiring	19,591	GSF	4.35	\$85,221
Miscellaneous work including seismic bracing, identification and labeling, firestop	19,591	GSF	0.52	\$10,187
TOTAL - 26 ELECTRICAL				\$744,086
27 COMMUNICATIONS				
Telephone and data system	19,591	GSF	3.95	\$77,384
Fiber optic system	19,591	GSF	1.62	\$31,737
Common raceway system	19,591	GSF	1.43	\$28,015
Audiovisual system	19,591	GSF	2.41	\$47,116
Public address system	19,591	GSF	2.60	\$50,937
TOTAL - 27 COMMUNICATIONS				\$235,189
28 ELECTRONIC SAFETY AND SECURITY				
Fire alarm system	19,591	GSF	3.20	\$62,652
Security system				
Access control	19,591	GSF	3.38	\$66,218
CCTV system	19,591	GSF	5.60	\$109,710
TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$238,580

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS			
02 EXISTING CONDITIONS			
03 CONCRETE		\$161,700	\$22.04
04 MASONRY			
05 METALS		\$727,633	\$99.20
06 WOOD, PLASTICS, AND COMPOSITES		\$47,005	\$6.41
07 THERMAL AND MOISTURE PROTECTION		\$207,214	\$28.25
08 OPENINGS		\$98,797	\$13.47
09 FINISHES		\$682,173	\$93.00
10 SPECIALTIES		\$16,138	\$2.20
11 EQUIPMENT		\$8,000	\$1.09
12 FURNISHINGS		\$6,465	\$0.88
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION		\$51,370	\$7.00
22 PLUMBING		\$138,176	\$18.84
23 HEATING, VENTILATING, AND AIR CONDITIONING		\$300,692	\$40.99
26 ELECTRICAL		\$263,335	\$35.90
27 COMMUNICATIONS		\$65,685	\$8.96
28 ELECTRONIC SAFETY AND SECURITY		\$52,577	\$7.17
31 EARTHWORK			
32 EXTERIOR IMPROVEMENTS			
33 UTILITIES			
NET DIRECT BUILDING COST		\$2,826,960	\$385.41
DESIGN CONTINGENCY	12.00%	\$339,235	\$46.25
SUBTOTAL		\$3,166,195	\$431.66
ESCALATION TO MIDPOINT 12/2023	11.25%	\$356,197	\$48.56
SUBTOTAL		\$3,522,392	\$480.22
CONTRACTOR CONTINGENCY	2.50%	\$88,060	\$12.01
SUBTOTAL		\$3,610,452	\$492.22
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$252,732	\$34.46
SUBTOTAL		\$3,863,184	\$526.68
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$154,527	\$21.07
SUBTOTAL		\$4,017,711	\$547.75
INSURANCE	0.80%	\$32,142	\$4.38
SUBTOTAL		\$4,049,853	\$552.13
BONDS: CONTRACTOR	0.60%	\$24,299	\$3.31
TOTAL BUILDING COST		\$4,074,152	\$555.44

GROSS FLOOR AREA: 7,335 SF

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
03 CONCRETE				
Foundation System	7,335	GSF	5.00	\$36,675
Slab on Grade				
Slab on grade assembly	7,335	GSF	13.00	\$95,355
Finishes, accessories and adders	7,335	GSF	2.00	\$14,670
Miscellaneous concrete work, pads, curbs, etc.	1	LS	15,000.00	\$15,000
TOTAL - 03 CONCRETE				\$161,700
04 MASONRY				
No work anticipated		NA		
TOTAL - 04 MASONRY				
05 METALS				
Structural Steel Framing				
Structural steel, 18 LBS/SF, Allowance	66	TON	6,300.00	\$415,895
Steel Joist Framing	7,335	GSF	18.00	\$132,030
Metal Deck				
Roof, acoustical	7,335	SF	22.00	\$161,370
Miscellaneous Metals and Fabrications	7,335	GSF	2.50	\$18,338
TOTAL - 05 METALS				\$727,633
06 WOOD, PLASTICS, AND COMPOSITES				
Rough Carpentry	7,335	GSF	3.41	\$25,000
Finish Carpentry, Allowance	7,335	GSF	3.00	\$22,005
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$47,005
07 THERMAL AND MOISTURE PROTECTION				
Thermal and Moisture Protection				
Foundation	7,335	SF	1.50	\$11,003
Exterior wall, see Division 09 exterior wall assembly		NOTE		
Thermal and Sound Insulation				
Walls, see Division 09 exterior wall assemblies		NOTE		

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Roofing				
Combination single ply membrane and steep pitch standing seam metal roof	7,335	GSF	25.00	\$183,375
Firestopping, Joint Sealants and Caulking	7,335	GSF	1.75	\$12,836
TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$207,214

08 OPENINGS

Doors, including frame and hardware

Exterior

Single

1

EA

1,777.94

\$1,778

Double

2

PR

3,020.32

\$6,041

Interior

Single

2

EA

1,777.94

\$3,556

Double

4

PR

3,020.32

\$12,081

Supplementary hardware and accessories

20%

PCT

23,456.00

\$4,691

Glass and Glazing

Exterior

Curtain wall

431

SF

150.00

\$64,650

Interior, Allowance

7,335

GSF

0.82

\$6,000

TOTAL - 08 OPENINGS

\$98,797

09 FINISHES

Framing and Wallboard

Wall assembly

Exterior, stucco finish, 6"

6,800

SF

35.00

\$238,000

Interior, standard

1,692

SF

25.00

\$42,300

Wall Covering and Coatings

Wall covering

7,335

GSF

2.00

\$14,670

Coatings

Anti-graffiti coating, sacrificial

6,800

SF

3.75

\$25,500

Acoustical Treatment

7,335

GSF

1.50

\$11,003

Flooring

7,335

SF

15.00

\$110,025

Ceiling

7,335

SF

4.00

\$29,340

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Miscellaneous Finishes				
Architectural feature, Allowance				
At exterior wall	6,800	SF	30.00	\$204,000
General	7,335	GSF	1.00	\$7,335
TOTAL - 09 FINISHES				\$682,173
10 SPECIALTIES				
Information Specialties	7,335	GSF	0.30	\$2,201
Signage				
Exterior, see Boys and Girls Club		NOTE		
Interior	7,335	GSF	1.25	\$9,169
Operable Partitions, none anticipated		NA		
Wall and Door Protection	7,335	GSF	0.45	\$3,301
Fire Protection Specialties	7,335	GSF	0.20	\$1,467
TOTAL - 10 SPECIALTIES				\$16,138
11 EQUIPMENT				
Stage Equipment				
Stage curtain, Allowance	1	LS	8,000.00	\$8,000
TOTAL - 11 EQUIPMENT				\$8,000
12 FURNISHINGS				
Window Treatment				
Mecho shades, motor operated	431	SF	15.00	\$6,465
TOTAL - 12 FURNISHINGS				\$6,465
21 FIRE SUPPRESSION				
Automatic fire sprinkler system, wet type				
Fire riser, horizontal water distribution, drops and heads	7,335	GSF	5.46	\$40,049
Seismic protection, labeling, firestop	7,335	GSF	0.10	\$734
Test	1	LS	586.80	\$587
Kitchen hood fire protection system, Allowance	1	LS	10,000.00	\$10,000
TOTAL - 21 FIRE SUPPRESSION				\$51,370

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
22 PLUMBING				
Equipment				
Water heating system	7,335	GSF	0.46	\$3,337
Rough-in for kitchen equipment	7,335	GSF	4.55	\$33,374
Domestic water system				
Building entrance	1	LS	5,850.00	\$5,850
Cold water piping, fittings and accessories	7,335	GSF	1.77	\$12,968
Hot water piping and fittings, insulation	7,335	GSF	0.68	\$4,958
Valve	7,335	GSF	0.25	\$1,812
Sanitary waste system, includes clean-outs	7,335	GSF	1.85	\$13,540
Grease waste including interceptor	7,335	GSF	2.73	\$20,000
Sanitary vent system, includes vent through roofs	7,335	GSF	1.69	\$12,396
Roof drainage system	7,335	GSF	1.47	\$10,775
Indirect condensate drain system	7,335	GSF	0.66	\$4,863
Natural gas system	7,335	GSF	1.69	\$12,396
Miscellaneous including seismic control, system test, flush and chlorinate, identification and fire stop	7,335	GSF	0.26	\$1,907
TOTAL - 22 PLUMBING				\$138,176

23 HEATING, VENTILATING, AND AIR CONDITIONING

Equipment				
Rooftop packaged unit	11,003	CFM	7.15	\$78,668
Make-up air unit, Allowance	1	EA	23,600.00	\$23,600
Exhaust fan, kitchen	1	EA	7,500.00	\$7,500
Sound attenuation	7,335	GSF	0.26	\$1,907
Air distribution system				
Sheet metal ductwork, supports	5,501	LB	13.94	\$76,687
Duct insulation	7,335	GSF	2.33	\$17,069
Flexible duct, supports	7,335	GSF	0.47	\$3,433
Refrigeration piping system, not required		NIC		
Air inlets and outlets	7,335	GSF	1.82	\$13,350
Fire, smoke and manual dampers	7,335	GSF	0.56	\$4,100

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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Duct smoke detectors	7,335	GSF	0.30	\$2,193
Automatic temperature controls	7,335	GSF	6.72	\$49,299
Air/water balance, by an independent contractor	7,335	GSF	1.12	\$8,201
Start-up, commission major equipment	7,335	GSF	1.35	\$9,917
Miscellaneous including seismic bracing, duct identification, testing and fire stop	7,335	GSF	0.65	\$4,768
TOTAL - 23 HEATING, VENTILATING, AND AIR CONDITIONING				\$300,692

26 ELECTRICAL

Service and distribution

Normal power

Panel board

Transformer

Miscellaneous

Building feeder

Emergency power

Building grounding system

Equipment connection including disconnect switch, conduit and conductors

Lighting system

Lighting control

Fixtures

Light switch

Occupancy sensor

Branch wiring

Convenience power including branch wiring

Miscellaneous work including seismic bracing, identification and labeling, firestop

TOTAL - 26 ELECTRICAL	\$263,335			
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27 COMMUNICATIONS

Telephone and data system

Audiovisual system

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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Public address system	7,335	GSF	2.60	\$19,071
TOTAL - 27 COMMUNICATIONS				\$65,685
28 ELECTRONIC SAFETY AND SECURITY				
Fire alarm system	7,335	GSF	3.20	\$23,457
Security system				
Access control	7,335	GSF	1.62	\$11,883
CCTV system	7,335	GSF	2.35	\$17,237
TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$52,577

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS			
02 EXISTING CONDITIONS			
03 CONCRETE		\$262,000	\$22.02
04 MASONRY			
05 METALS		\$1,180,480	\$99.20
06 WOOD, PLASTICS, AND COMPOSITES		\$53,550	\$4.50
07 THERMAL AND MOISTURE PROTECTION		\$336,175	\$28.25
08 OPENINGS		\$547,591	\$46.02
09 FINISHES		\$1,295,856	\$108.90
10 SPECIALTIES		\$42,690	\$3.59
11 EQUIPMENT			
12 FURNISHINGS		\$46,305	\$3.89
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION		\$67,116	\$5.64
22 PLUMBING		\$240,680	\$20.23
23 HEATING, VENTILATING, AND AIR CONDITIONING		\$439,093	\$36.90
26 ELECTRICAL		\$462,922	\$38.90
27 COMMUNICATIONS		\$116,263	\$9.77
28 ELECTRONIC SAFETY AND SECURITY		\$128,615	\$10.81
31 EARTHWORK			
32 EXTERIOR IMPROVEMENTS			
33 UTILITIES			
NET DIRECT BUILDING COST		\$5,219,336	\$438.60
DESIGN CONTINGENCY	12.00%	\$626,320	\$52.63
SUBTOTAL		\$5,845,656	\$491.23
ESCALATION TO MIDPOINT 12/2023	11.25%	\$657,636	\$55.26
SUBTOTAL		\$6,503,293	\$546.50
CONTRACTOR CONTINGENCY	2.50%	\$162,582	\$13.66
SUBTOTAL		\$6,665,875	\$560.16
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$466,611	\$39.21
SUBTOTAL		\$7,132,486	\$599.37
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$285,299	\$23.97
SUBTOTAL		\$7,417,786	\$623.34
INSURANCE	0.80%	\$59,342	\$4.99
SUBTOTAL		\$7,477,128	\$628.33
BONDS: CONTRACTOR	0.60%	\$44,863	\$3.77
TOTAL BUILDING COST		\$7,521,991	\$632.10

GROSS FLOOR AREA: 11,900 SF

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
03 CONCRETE				
Foundation System	11,900	GSF	5.00	\$59,500
Slab on Grade				
Slab on grade assembly	11,900	GSF	13.00	\$154,700
Finishes, accessories and adders	11,900	GSF	2.00	\$23,800
Miscellaneous concrete work, pads, curbs, etc.	1	LS	24,000.00	\$24,000
TOTAL - 03 CONCRETE				\$262,000
04 MASONRY				
No work anticipated		NA		
TOTAL - 04 MASONRY				
05 METALS				
Structural Steel Framing				
Structural steel, 18 LBS/SF, Allowance	107	TON	6,300.00	\$674,730
Steel Joist Framing	11,900	GSF	18.00	\$214,200
Metal Deck				
Roof, acoustical	11,900	SF	22.00	\$261,800
Miscellaneous Metals and Fabrications	11,900	GSF	2.50	\$29,750
TO' Structural Steel Framing				\$1,180,480
06 WOOD, PLASTICS, AND COMPOSITES				
Rough Carpentry	11,900	GSF	1.50	\$17,850
Finish Carpentry, Allowance	11,900	GSF	3.00	\$35,700
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$53,550
07 THERMAL AND MOISTURE PROTECTION				
Thermal and Moisture Protection				
Foundation	11,900	SF	1.50	\$17,850
Exterior wall, see Division 09 exterior wall assembly		NOTE		
Thermal and Sound Insulation				
Walls, see Division 09 exterior wall assemblies		NOTE		

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Roofing				
Combination single ply membrane and steep pitch standing seam metal roof	11,900	GSF	25.00	\$297,500
Firestopping, Joint Sealants and Caulking	11,900	GSF	1.75	\$20,825

TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$336,175
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08 OPENINGS

Doors, including frame and hardware

Interior

Single

20

EA

1,777.94

\$35,559

Double

4

PR

3,020.32

\$12,081

Supplementary hardware and accessories

20%

PCT

47,640.00

\$9,528

Glass and Glazing

Exterior

Aluminum fully glazed including frame and hardware

Double

3

PR

5,124.48

\$15,373

Curtain wall

3,087

SF

150.00

\$463,050

Interior, Allowance

11,900

GSF

1.01

\$12,000

TOTAL - 08 OPENINGS				\$547,591
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09 FINISHES

Framing and Wallboard

Wall assembly

Exterior, stucco finish, 6"

10,587

SF

35.00

\$370,545

Interior, standard

5,346

SF

25.00

\$133,650

Wall Covering and Coatings

Wall covering

11,900

GSF

2.00

\$23,800

Coatings

Anti-graffiti coating, sacrificial

10,587

SF

3.75

\$39,701

Acoustical Treatment

11,900

GSF

2.50

\$29,750

Flooring

11,900

SF

25.00

\$297,500

Ceiling

11,900

SF

6.00

\$71,400

Miscellaneous Finishes

Architectural feature, Allowance

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Sheet 26 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
At exterior wall	10,587	SF	30.00	\$317,610
General	11,900	GSF	1.00	\$11,900
TOTAL - 09 FINISHES				\$1,295,856

10 SPECIALTIES

Information Specialties	11,900	GSF	0.30	\$3,570
Signage				
Exterior, see Boys and Girls Club		NOTE		
Interior	11,900	GSF	1.25	\$14,875
Restroom Accessories	434	SF	15.00	\$6,510
Operable Partitions, none anticipated		NA		
Wall and Door Protection	11,900	GSF	0.45	\$5,355
Fire Protection Specialties	11,900	GSF	0.20	\$2,380
Storage Specialties				
Lockers, Allowance	1	LS	10,000.00	\$10,000

TOTAL - 10 SPECIALTIES				\$42,690
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12 FURNISHINGS

Window Treatment				
Mecho shades, motor operated	3,087	SF	15.00	\$46,305

TOTAL - 12 FURNISHINGS				\$46,305
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21 FIRE SUPPRESSION

Automatic fire sprinkler system, wet type				
Fire riser, horizontal water distribution, drops and heads	11,900	GSF	5.46	\$64,974
Seismic protection, labeling, firestop	11,900	GSF	0.10	\$1,190
Test	1	LS	952.00	\$952

TOTAL - 21 FIRE SUPPRESSION				\$67,116
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22 PLUMBING

Equipment				
Water heating system	11,900	GSF	0.46	\$5,415

Fixtures including rough-in

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Sheet 27 of 53

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Water closet	14	EA	1,946.00	\$27,244
Water closet (ADA)	4	EA	2,260.00	\$9,040
Lavatory, wall mounted	17	EA	2,465.00	\$41,905
Urinal	2	EA	2,732.00	\$5,464
Miscellaneous fixtures/fittings	11,900	GSF	0.20	\$2,380
Domestic water system				
Building entrance	1	LS	5,850.00	\$5,850
Cold water piping, fittings and accessories	11,900	GSF	2.55	\$30,296
Hot water piping and fittings, insulation	11,900	GSF	0.97	\$11,584
Valve	11,900	GSF	0.36	\$4,233
Sanitary waste system, includes clean-outs	11,900	GSF	2.66	\$31,633
Sanitary vent system, includes vent through roofs	11,900	GSF	2.43	\$28,960
Roof drainage system	11,900	GSF	1.47	\$17,481
Indirect condensate drain system	11,900	GSF	0.66	\$7,890
Natural gas system	11,900	GSF	0.69	\$8,211
Miscellaneous including seismic control, system test, flush and chlorinate, identification and fire stop	11,900	GSF	0.26	\$3,094
TOTAL - 22 PLUMBING				\$240,680

23 HEATING, VENTILATING, AND AIR CONDITIONING

Equipment

Rooftop packaged unit	17,850	CFM	7.15	\$127,628
Exhaust fan, restroom	1	EA	1,719.86	\$1,720
Sound attenuation	11,900	GSF	0.26	\$3,094
Air distribution system				
Sheet metal ductwork, supports	8,925	LB	13.94	\$124,415
Duct insulation	11,900	GSF	2.33	\$27,691
Flexible duct, supports	11,900	GSF	0.47	\$5,569
Refrigeration piping system, not required		NIC		
Air inlets and outlets	11,900	GSF	1.82	\$21,658
Fire, smoke and manual dampers	11,900	GSF	0.56	\$6,652
Duct smoke detectors	11,900	GSF	0.30	\$3,558
Automatic temperature controls	11,900	GSF	6.72	\$79,980

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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Air/water balance, by an independent contractor	11,900	GSF	1.12	\$13,304
Start-up, commission major equipment	11,900	GSF	1.35	\$16,089
Miscellaneous including seismic bracing, duct identification, testing and fire stop	11,900	GSF	0.65	\$7,735
TOTAL - 23 HEATING, VENTILATING, AND AIR CONDITIONING				\$439,093

26 ELECTRICAL

Service and distribution

Normal power

Panel board

Transformer

Miscellaneous

Building feeder

Emergency power

Building grounding system

Equipment connection including disconnect switch, conduit and conductors

Lighting system

Lighting control

Fixtures

Light switch

Occupancy sensor

Branch wiring

Convenience power including branch wiring

Miscellaneous work including seismic bracing, identification and labeling, firestop

TOTAL - 26 ELECTRICAL				\$462,922
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27 COMMUNICATIONS

Telephone and data system

Audiovisual system

Public address system

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
TOTAL - 27 COMMUNICATIONS				\$116,263
28 ELECTRONIC SAFETY AND SECURITY				
Fire alarm system	11,900	GSF	3.20	\$38,056
Security system				
Access control	11,900	GSF	3.38	\$40,222
CCTV system	11,900	GSF	4.23	\$50,337
TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$128,615

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS			
02 EXISTING CONDITIONS			
03 CONCRETE		\$246,100	\$21.96
04 MASONRY			
05 METALS		\$972,034	\$86.75
06 WOOD, PLASTICS, AND COMPOSITES		\$50,423	\$4.50
07 THERMAL AND MOISTURE PROTECTION		\$316,542	\$28.25
08 OPENINGS		\$264,988	\$23.65
09 FINISHES		\$947,996	\$84.60
10 SPECIALTIES		\$148,821	\$13.28
11 EQUIPMENT		\$46,900	\$4.19
12 FURNISHINGS		\$24,615	\$2.20
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION		\$63,196	\$5.64
22 PLUMBING		\$140,338	\$12.52
23 HEATING, VENTILATING, AND AIR CONDITIONING		\$426,804	\$38.09
26 ELECTRICAL		\$448,066	\$39.99
27 COMMUNICATIONS		\$148,142	\$13.22
28 ELECTRONIC SAFETY AND SECURITY		\$157,173	\$14.03
31 EARTHWORK			
32 EXTERIOR IMPROVEMENTS			
33 UTILITIES			
NET DIRECT BUILDING COST		\$4,402,138	\$392.87
DESIGN CONTINGENCY	12.00%	\$528,257	\$47.14
SUBTOTAL		\$4,930,395	\$440.02
ESCALATION TO MIDPOINT 12/2023	11.25%	\$554,669	\$49.50
SUBTOTAL		\$5,485,064	\$489.52
CONTRACTOR CONTINGENCY	2.50%	\$137,127	\$12.24
SUBTOTAL		\$5,622,191	\$501.76
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$393,553	\$35.12
SUBTOTAL		\$6,015,744	\$536.88
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$240,630	\$21.48
SUBTOTAL		\$6,256,374	\$558.36
INSURANCE	0.80%	\$50,051	\$4.47
SUBTOTAL		\$6,306,425	\$562.82
BONDS: CONTRACTOR	0.60%	\$37,839	\$3.38
TOTAL BUILDING COST		\$6,344,263	\$566.20

GROSS FLOOR AREA: 11,205 SF

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
03 CONCRETE				
Foundation System	11,205	GSF	5.00	\$56,025
Slab on Grade				
Slab on grade assembly	11,205	GSF	13.00	\$145,665
Finishes, accessories and adders	11,205	GSF	2.00	\$22,410
Miscellaneous concrete work, pads, curbs, etc.	1	LS	22,000.00	\$22,000
TOTAL - 03 CONCRETE				\$246,100
04 MASONRY				
No work anticipated		NA		
TOTAL - 04 MASONRY				
05 METALS				
Structural Steel Framing				
Structural steel, 15 LBS/SF, Allowance	84	TON	6,300.00	\$529,436
Steel Joist Framing	11,205	GSF	18.00	\$201,690
Metal Deck				
Roof	11,205	SF	19.00	\$212,895
Miscellaneous Metals and Fabrications	11,205	GSF	2.50	\$28,013
TOTAL - 05 METALS				\$972,034
06 WOOD, PLASTICS, AND COMPOSITES				
Rough Carpentry	11,205	GSF	1.50	\$16,808
Finish Carpentry, Allowance	11,205	GSF	3.00	\$33,615
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$50,423
07 THERMAL AND MOISTURE PROTECTION				
Thermal and Moisture Protection				
Foundation	11,205	SF	1.50	\$16,808
Exterior wall, see Division 09 exterior wall assembly		NOTE		
Thermal and Sound Insulation				
Walls, see Division 09 exterior wall assemblies		NOTE		

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Roofing				
Combination single ply membrane and steep pitch standing seam metal roof	11,205	GSF	25.00	\$280,125
Firestopping, Joint Sealants and Caulking	11,205	GSF	1.75	\$19,609
TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$316,542

08 OPENINGS

Doors, including frame and hardware				
Exterior				
Single	5	EA	1,777.94	\$8,890
Double	1	PR	3,020.32	\$3,020
Interior				
Single	15	EA	1,777.94	\$26,669
Double	3	PR	3,020.32	\$9,061
Supplementary hardware and accessories	20%	PCT	47,640.00	\$9,528
Glass and Glazing				
Exterior				
Aluminum fully glazed including frame and hardware				
Double	5	PR	5,124.48	\$25,622
Storefront	885	SF	88.00	\$77,880
Ribbon glazing	756	SF	95.00	\$71,820
Interior				
Aluminum fully glazed including frame and hardware				
Double	4	PR	5,124.48	\$20,498
Interior, Allowance	11,205	GSF	1.07	\$12,000
TOTAL - 08 OPENINGS				\$264,988

09 FINISHES

Framing and Wallboard				
Wall assembly				
Exterior, stucco finish, 6"	4,700	SF	35.00	\$164,500
Interior, standard	14,238	SF	25.00	\$355,950
Wall Covering and Coatings				
Wall covering	11,205	GSF	2.00	\$22,410
Coatings				
Anti-graffiti coating, sacrificial	4,700	SF	3.75	\$17,625

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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Acoustical Treatment	11,205	GSF	1.50	\$16,808
Flooring	11,205	SF	11.00	\$123,255
Ceiling	11,205	SF	8.50	\$95,243
Miscellaneous Finishes				
Architectural feature, Allowance				
At exterior wall	4,700	SF	30.00	\$141,000
General	11,205	GSF	1.00	\$11,205
TOTAL - 09 FINISHES				\$947,996
10 SPECIALTIES				
Information Specialties	11,205	GSF	0.30	\$3,362
Signage				
Exterior, see Boys and Girls Club		NOTE		
Interior	11,205	GSF	1.25	\$14,006
Restroom Accessories	878	SF	15.00	\$13,170
Operable Partitions				
At divisible meeting rooms	74	LF	1,500.00	\$111,000
Wall and Door Protection	11,205	GSF	0.45	\$5,042
Fire Protection Specialties	11,205	GSF	0.20	\$2,241
TOTAL - 10 SPECIALTIES				\$148,821
11 EQUIPMENT				
Commercial Kitchen Equipment				
At warming kitchen, light, Allowance	469	GSF	100.00	\$46,900
TOTAL - 11 EQUIPMENT				\$46,900
12 FURNISHINGS				
Window Treatment				
Mecho shades, motor operated	1,641	SF	15.00	\$24,615
TOTAL - 12 FURNISHINGS				\$24,615

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
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21 FIRE SUPPRESSION

Automatic fire sprinkler system, wet type				
Fire riser, horizontal water distribution, drops and heads	11,205	GSF	5.46	\$61,179
Seismic protection, labeling, firestop	11,205	GSF	0.10	\$1,121
Test	1	LS	896.40	\$896

TOTAL - 21 FIRE SUPPRESSION				\$63,196
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22 PLUMBING

Equipment				
Water heating system	11,205	GSF	0.46	\$5,098
Fixtures including rough-in				
Water closet (ADA)	2	EA	2,260.00	\$4,520
Lavatory, wall mounted	2	EA	2,465.00	\$4,930
Sink, single bowl	1	EA	2,188.00	\$2,188
Miscellaneous fixtures/fittings	11,205	SF	0.20	\$2,241
Domestic water system				
Building entrance	1	LS	5,850.00	\$5,850
Cold water piping, fittings and accessories	11,205	GSF	1.77	\$19,810
Hot water piping and fittings, insulation	11,205	GSF	0.68	\$7,575
Valve	11,205	GSF	0.25	\$2,768
Sanitary waste system, includes clean-outs	11,205	GSF	1.85	\$20,684
Sanitary vent system, includes vent through roofs	11,205	GSF	1.69	\$18,936
Roof drainage system	11,205	GSF	1.47	\$16,460
Indirect condensate drain system	11,205	GSF	0.66	\$7,429
Natural gas system	11,205	GSF	1.69	\$18,936
Miscellaneous including seismic control, system test, flush and chlorinate, identification and fire stop	11,205	GSF	0.26	\$2,913

TOTAL - 22 PLUMBING				\$140,338
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23 HEATING, VENTILATING, AND AIR CONDITIONING

Equipment				
Rooftop packaged unit	16,808	CFM	7.80	\$131,099
Exhaust fan, restroom	1	EA	1,719.86	\$1,720
Sound attenuation	11,205	SF	0.26	\$2,913

Air distribution system

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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Sheet metal ductwork, supports	8,404	LB	13.94	\$117,148
Duct insulation	11,205	GSF	2.33	\$26,074
Flexible duct, supports	11,205	GSF	0.47	\$5,244
Refrigeration piping system, specialties	11,205	GSF	0.21	\$2,331
Air inlets and outlets	11,205	GSF	1.82	\$20,393
Fire, smoke and manual dampers	11,205	GSF	0.56	\$6,264
Duct smoke detectors	11,205	GSF	0.30	\$3,350
Automatic temperature controls	11,205	GSF	6.72	\$75,309
Air/water balance, by an independent contractor	11,205	GSF	1.12	\$12,527
Start-up, commission major equipment	11,205	GSF	1.35	\$15,149
Miscellaneous including seismic bracing, duct identification, testing and fire stop	11,205	GSF	0.65	\$7,283
TOTAL - 23 HEATING, VENTILATING, AND AIR CONDITIONING				\$426,804

26 ELECTRICAL

Service and distribution				
Normal power				
Distribution board	11,205	GSF	0.79	\$8,886
Panel board	11,205	GSF	1.34	\$15,003
Transformer	11,205	GSF	0.69	\$7,720
Miscellaneous	11,205	GSF	0.81	\$9,031
Building feeder	11,205	GSF	1.30	\$14,567
Emergency power	11,205	GSF	0.14	\$1,602
Building grounding system	11,205	GSF	0.49	\$5,535
Equipment connection including disconnect switch, conduit and conductors	11,205	GSF	5.53	\$61,908
Lighting system				
Lighting control	11,205	GSF	4.20	\$47,050
Fixtures	11,205	GSF	12.35	\$138,382
Light switch	11,205	GSF	0.26	\$2,913
Occupancy sensor	11,205	GSF	0.39	\$4,370
Branch wiring	11,205	GSF	3.54	\$39,621
Convenience power including branch wiring	11,205	GSF	7.64	\$85,651

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Miscellaneous work including seismic bracing, identification and labeling, firestop	11,205	GSF	0.52	\$5,827
TOTAL - 26 ELECTRICAL				\$448,066
27 COMMUNICATIONS				
Telephone and data system	11,205	GSF	5.95	\$66,715
Fiber optic system	11,205	GSF	0.83	\$9,323
Common raceway system	11,205	GSF	1.43	\$16,023
Audiovisual system	11,205	GSF	2.41	\$26,948
Public address system	11,205	GSF	2.60	\$29,133
TOTAL - 27 COMMUNICATIONS				\$148,142
28 ELECTRONIC SAFETY AND SECURITY				
Fire alarm system	11,205	GSF	3.20	\$35,834
Security system				
Access control	11,205	GSF	3.38	\$37,873
CCTV system	11,205	GSF	7.45	\$83,466
TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$157,173

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

SITE SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS			
02 EXISTING CONDITIONS		\$15,000	\$0.06
03 CONCRETE			
04 MASONRY			
05 METALS			
06 WOOD, PLASTICS, AND COMPOSITES			
07 THERMAL AND MOISTURE PROTECTION			
08 OPENINGS			
09 FINISHES			
10 SPECIALTIES			
11 EQUIPMENT			
12 FURNISHINGS		\$45,000	\$0.19
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION			
22 PLUMBING			
23 HEATING, VENTILATING, AND AIR CONDITIONING			
26 ELECTRICAL			
27 COMMUNICATIONS			
28 ELECTRONIC SAFETY AND SECURITY			
31 EARTHWORK		\$574,568	\$2.48
32 EXTERIOR IMPROVEMENTS		\$1,361,836	\$5.88
33 UTILITIES		\$670,828	\$2.90
NET DIRECT SITE COST		\$2,667,232	\$11.53
DESIGN CONTINGENCY	12.00%	\$320,068	\$1.38
SUBTOTAL		\$2,987,300	\$12.91
ESCALATION TO MIDPOINT 12/2023	11.25%	\$336,071	\$1.45
SUBTOTAL		\$3,323,371	\$14.36
CONTRACTOR CONTINGENCY	2.50%	\$83,084	\$0.36
SUBTOTAL		\$3,406,455	\$14.72
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$238,452	\$1.03
SUBTOTAL		\$3,644,907	\$15.75
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$145,796	\$0.63
SUBTOTAL		\$3,790,704	\$16.38
INSURANCE	0.80%	\$30,326	\$0.13
SUBTOTAL		\$3,821,029	\$16.51
BONDS: CONTRACTOR	0.60%	\$22,926	\$0.10
TOTAL SITE COST		\$3,843,955	\$16.61

TOTAL SITE AREA: 231,408 SF

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
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02 EXISTING CONDITIONS

Demolition, including haul and dispose	1	LS	15,000.00	\$15,000
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TOTAL - 02 EXISTING CONDITIONS				\$15,000
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12 FURNISHINGS

Site Furnishings, Allowance	1	LS	45,000.00	\$45,000
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TOTAL - 12 FURNISHINGS				\$45,000
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31 EARTHWORK

Survey	5.3	ACRE	2,500.00	\$13,281
SWPPP, see Half Street Improvements		NOTE		

Site Earthwork	231,408	SF	2.00	\$462,816
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Building Earthwork	54,777	SF	1.25	\$68,471
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Miscellaneous Earthwork Scope	1	LS	30,000.00	\$30,000
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TOTAL - 31 EARTHWORK				\$574,568
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32 EXTERIOR IMPROVEMENTS

Hardscape

Flexible paving

Asphaltic concrete paving, 3", on 6" base	74,572	SF	4.27	\$318,703
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Parking lot elements, including but not limited to:

Curb and gutter	74,572	SF	1.65	\$123,044
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Striping INCL

Parking specialties INCL

Rigid paving

Concrete paving, 4"	39,932	SF	5.99	\$239,109
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Concrete substrate, 4", at playground area	7,427	SF	5.99	\$44,472
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Aggregate base, type II, 6"	877	CY	38.00	\$33,327
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Miscellaneous concrete work	1	LS	38,000.00	\$38,000
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Site Improvements

Site signage

Monument sign	1	LS	18,000.00	\$18,000
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Directional and wayfinding	1	LS	5,000.00	\$5,000
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Fences and Gates

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Tube steel fencing, 6' 0"	365	LF	69.97	\$25,538
Gate, none anticipated		NA		
Retaining wall, none anticipated		NA		
Assembly				
Trash enclosure	1	LS	28,000.00	\$28,000
Playground				
Safe-play finish	7,427	SF	12.50	\$92,838
Shade structure, Allowance	1	LS	74,000.00	\$74,000
Landscape				
Turf				
Sodded turf	13,394	SF	1.50	\$20,091
Top soil, 4" thick	165	CY	40.00	\$6,614
Plants and trees				
Tree				
Tree, 24" box, Assume 1 for every 450 SF of landscape area	92	EA	495.96	\$45,525
Tree, 36" box, Assume 1 for every 800 SF of landscape area	52	EA	727.95	\$37,586
Shrub				
5 gallon, Assume 1:7 tree to shrub ratio	1,004	EA	41.30	\$41,466
Rock				
Small rock				
Decomposed granite at landscape area	41,306	SF	1.00	\$41,306
Boulders, Allowance	1	LS	20,000.00	\$20,000
Irrigation				
Including pump station, master valve and flow sensor				
Spray at turf	13,394	SF	2.00	\$26,788
Drip at trees, shrubs	41,306	SF	1.50	\$61,959
Maintenance of landscape 90 days	54,700	SF	0.10	\$5,470
Miscellaneous landscape and irrigation	1	LS	15,000	\$15,000
TOTAL - 32 EXTERIOR IMPROVEMENTS				\$1,361,836

33 UTILITIES

Storm water service, Allowance				
Connect to existing service, near the new senior center	1	LS	2,275.00	\$2,275
Man hole	2	EA	4,888.00	\$9,776

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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Catch basin	8	EA	2,197.00	\$17,576
Atrium drain	6	EA	260.00	\$1,560
Pipe and fittings, including trench and backfill, SDR-35				
Building rain water branch	360	LF	38.60	\$13,895
Site drainage branch	675	LF	49.35	\$33,310
Main runs	80	LF	101.91	\$8,153
Clean-out	5	EA	793.00	\$3,965
Fire water service, Allowance				
Connect to existing service, near the new senior center	1	LS	494.00	\$494
Premium for hot tap	1	LS	3,523.00	\$3,523
Double detector check valve, Allowance	1	LS	11,700.00	\$11,700
Fire hydrant, Allowance	3	EA	6,851.00	\$20,553
Post indicator valve, Allowance	1	EA	5,450.11	\$5,450
Reduced pressure backflow preventer, 6"	1	EA	10,035.62	\$10,036
Fire department connection	1	EA	2,770.08	\$2,770
Pipe and fittings, including trench and backfill, PVC, C900				
Building/fire hydrant branch	180	LF	57.99	\$10,439
Main	60	LF	72.57	\$4,354
Thrust block	4	EA	650.00	\$2,600
Valves	2	EA	2,230.25	\$4,461
Domestic water service, Allowance				
Connect to existing water main, near the new senior center	1	EA	364.00	\$364
Water meter	1	EA	2,745.60	\$2,746
Pipe and fittings, PVC C900, including trench and backfill	100	LF	39.19	\$3,919
Thrust block	2	EA	302.27	\$605
Valve	1	EA	401.88	\$402
Adjust site restroom under development, Allowance	1	LS	15,000.00	\$15,000
Sanitary waste service, Allowance				
Connect to existing sewer main, near the new senior center	1	EA	692.64	\$693
Manhole	1	EA	3,617.12	\$3,617
Pipe and fittings, cast iron, no hub, including trench and backfill				
Building branch	50	LF	54.53	\$2,726
Site distribution	150	LF	83.86	\$12,579
Clean-out/clean-out to grade	2	EA	615.68	\$1,231
Natural gas service, Allowance				
Connect to existing gas main, near the new senior center	1	LS	260.00	\$260
Pipe and fittings, PE, including trench and backfill, 2"	180	LF	16.12	\$2,902
Site electrical, Allowance				
Primary power				
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SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Connect to existing system	1	LS	926.25	\$926
Ductbank	1	LS	2,112.50	\$2,113
Conductor, by NVE				
Transformer pad	1	LS	1,256.80	\$1,257
Utility transformer, assume by NVE		NIC		
Grounding	1	LS	1,173.25	\$1,173
Secondary power				
Duct bank	1	LS	31,200.00	\$31,200
Conductor, assume by NVE				
Emergency power	1	LS	48,750.00	\$48,750
Technology				
Connect to existing system	1	LS	715.00	\$715
Duct bank	1	LS	3,900.00	\$3,900
Cabling	1	LS	1,170.00	\$1,170
Fiber optic test and reports	1	LS	2,340.00	\$2,340
Lighting system, including conduit and wire, trenching				
Lighting control system, motion sensor/timer off	1	LS	97,500.00	\$97,500
Pole mounted				
Parking	25	EA	8,450.00	\$211,250
LED	1	LS	11,050.00	\$11,050
Miscellaneous	1	LS	6,500.00	\$6,500
Landscape lighting	1	LS	13,000.00	\$13,000
Security system	1	LS	11,050.00	\$11,050
Miscellaneous power, flag pole, signage, Allowance	1	LS	13,000.00	\$13,000

TOTAL - 33 UTILITIES

\$670,828

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

SITE SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS		\$11,000	\$1.25
02 EXISTING CONDITIONS		\$22,000	\$2.51
03 CONCRETE			
04 MASONRY			
05 METALS			
06 WOOD, PLASTICS, AND COMPOSITES			
07 THERMAL AND MOISTURE PROTECTION			
08 OPENINGS			
09 FINISHES			
10 SPECIALTIES			
11 EQUIPMENT			
12 FURNISHINGS			
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION			
22 PLUMBING			
23 HEATING, VENTILATING, AND AIR CONDITIONING			
26 ELECTRICAL			
27 COMMUNICATIONS			
28 ELECTRONIC SAFETY AND SECURITY			
31 EARTHWORK		\$27,854	\$3.18
32 EXTERIOR IMPROVEMENTS		\$60,739	\$6.92
33 UTILITIES		\$32,851	\$3.74
NET DIRECT SITE COST		\$154,444	\$17.61
DESIGN CONTINGENCY	12.00%	\$18,533	\$2.11
SUBTOTAL		\$172,977	\$19.72
ESCALATION TO MIDPOINT 12/2023	11.25%	\$19,460	\$2.22
SUBTOTAL		\$192,437	\$21.94
CONTRACTOR CONTINGENCY	2.50%	\$4,811	\$0.55
SUBTOTAL		\$197,248	\$22.49
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$13,807	\$1.57
SUBTOTAL		\$211,056	\$24.06
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$8,442	\$0.96
SUBTOTAL		\$219,498	\$25.02
INSURANCE	0.80%	\$1,756	\$0.20
SUBTOTAL		\$221,254	\$25.22
BONDS: CONTRACTOR	0.60%	\$1,328	\$0.15
TOTAL SITE COST		\$222,581	\$25.37
TOTAL SITE AREA: 8,772 SF			

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
-------------	----------	------	-----------	----------------

01 GENERAL REQUIREMENTS

Traffic Control	1	LS	11,000.00	\$11,000
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TOTAL - 01 GENERAL REQUIREMENTS				\$11,000
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02 EXISTING CONDITIONS

Demolition, including haul and dispose	1	LS	22,000.00	\$22,000
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TOTAL - 02 EXISTING CONDITIONS				\$22,000
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31 EARTHWORK

Survey	0.2	ACRE	2,500.00	\$503
SWPPP	1	LS	12,000.00	\$12,000
Site Earthwork	8,772	SF	1.75	\$15,351

TOTAL - 31 EARTHWORK				\$27,854
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32 EXTERIOR IMPROVEMENTS

Hardscape				
Flexible Paving				
Asphaltic concrete paving				
Asphaltic concrete paving, 3", on 8" base	8,772	SF	6.01	\$52,739
Rigid Paving, see On-Site Improvements		NOTE		
Curb and Gutter, See On-Site Improvements		NOTE		
Miscellaneous concrete work	1	LS	6,000.00	\$6,000
Striping, Signage and Parking Specialties	1	LS	2,000.00	\$2,000
Striping				

TOTAL - 32 EXTERIOR IMPROVEMENTS				\$60,739
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33 UTILITIES

Storm water service, Assume no work anticipated		NIC		
Fire water service				
Fire hydrant, Allowance	1	LS	13,351.00	\$13,351
Domestic water service, assume no work anticipated		NIC		
Sanitary waste service, assume no work anticipated		NIC		

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Natural gas service, assume no work anticipated		NIC		
Electrical, power/lighting	1	LS	19,500.00	\$19,500
TOTAL - 33 UTILITIES				\$32,851

BUILDING SUMMARY

ELEMENT	TOTAL COST
01 GENERAL REQUIREMENTS	
02 EXISTING CONDITIONS	
03 CONCRETE	
04 MASONRY	
05 METALS	
06 WOOD, PLASTICS, AND COMPOSITES	
07 THERMAL AND MOISTURE PROTECTION	
08 OPENINGS	
09 FINISHES	
10 SPECIALTIES	
11 EQUIPMENT	\$665,500
12 FURNISHINGS	
13 SPECIAL CONSTRUCTION	
14 CONVEYING EQUIPMENT	
21 FIRE SUPPRESSION	
22 PLUMBING	
23 HEATING, VENTILATING, AND AIR CONDITIONING	
26 ELECTRICAL	
27 COMMUNICATIONS	
28 ELECTRONIC SAFETY AND SECURITY	
31 EARTHWORK	
32 EXTERIOR IMPROVEMENTS	
33 UTILITIES	
NET DIRECT BUILDING COST	\$665,500
DESIGN CONTINGENCY	12.00% \$79,860
SUBTOTAL	\$745,360
ESCALATION TO MIDPOINT 12/2023	11.25% \$83,853
SUBTOTAL	\$829,213
CONTRACTOR CONTINGENCY	2.50% \$20,730
SUBTOTAL	\$849,943
GENERAL CONDITIONS/REQUIREMENTS	7.00% \$59,496
SUBTOTAL	\$909,439
CONTRACTOR OVERHEAD AND PROFIT	4.00% \$36,378
SUBTOTAL	\$945,817
INSURANCE	0.80% \$7,567
SUBTOTAL	\$953,383
BONDS: CONTRACTOR	0.60% \$5,720
TOTAL BUILDING COST	\$959,104

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
11 EQUIPMENT				
Commercial Kitchen Equipment	2,662	GSF	250.00	\$665,500
TOTAL - 11 EQUIPMENT				\$665,500

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
01 GENERAL REQUIREMENTS			
02 EXISTING CONDITIONS			
03 CONCRETE			
04 MASONRY			
05 METALS			
06 WOOD, PLASTICS, AND COMPOSITES			
07 THERMAL AND MOISTURE PROTECTION			
08 OPENINGS			
09 FINISHES			
10 SPECIALTIES			
11 EQUIPMENT			
12 FURNISHINGS			
13 SPECIAL CONSTRUCTION			
14 CONVEYING EQUIPMENT			
21 FIRE SUPPRESSION			
22 PLUMBING			
23 HEATING, VENTILATING, AND AIR CONDITIONING			
26 ELECTRICAL			
27 COMMUNICATIONS			
28 ELECTRONIC SAFETY AND SECURITY			
31 EARTHWORK			
32 EXTERIOR IMPROVEMENTS		\$250,250	\$55.00
33 UTILITIES			
NET DIRECT BUILDING COST		\$250,250	\$55.00
DESIGN CONTINGENCY	12.00%	\$30,030	\$6.60
SUBTOTAL		\$280,280	\$61.60
ESCALATION TO MIDPOINT 12/2023	11.25%	\$31,532	\$6.93
SUBTOTAL		\$311,812	\$68.53
CONTRACTOR CONTINGENCY	2.50%	\$7,795	\$1.71
SUBTOTAL		\$319,607	\$70.24
GENERAL CONDITIONS/REQUIREMENTS	7.00%	\$22,372	\$4.92
SUBTOTAL		\$341,979	\$75.16
CONTRACTOR OVERHEAD AND PROFIT	4.00%	\$13,679	\$3.01
SUBTOTAL		\$355,658	\$78.17
INSURANCE	0.80%	\$2,845	\$0.63
SUBTOTAL		\$358,504	\$78.79
BONDS: CONTRACTOR	0.60%	\$2,151	\$0.47
TOTAL BUILDING COST		\$360,655	\$79.26
GROSS FLOOR AREA:		4,550 SF	

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
26 ELECTRICAL				
Lighting System, none per client		NA		
TOTAL - 26 ELECTRICAL				
32 EXTERIOR IMPROVEMENTS				
Hardscape, See On-site Improvements		NOTE		
Site Improvements				
Cover at courtyard, Allowance	4,550	SF	55.00	\$250,250
TOTAL - 32 EXTERIOR IMPROVEMENTS				\$250,250

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

BUILDING SUMMARY

ELEMENT	TOTAL COST
01 GENERAL REQUIREMENTS	
02 EXISTING CONDITIONS	
03 CONCRETE	
04 MASONRY	
05 METALS	
06 WOOD, PLASTICS, AND COMPOSITES	
07 THERMAL AND MOISTURE PROTECTION	
08 OPENINGS	
09 FINISHES	
10 SPECIALTIES	
11 EQUIPMENT	\$84,000
12 FURNISHINGS	\$60,000
13 SPECIAL CONSTRUCTION	
14 CONVEYING EQUIPMENT	
21 FIRE SUPPRESSION	
22 PLUMBING	
23 HEATING, VENTILATING, AND AIR CONDITIONING	
26 ELECTRICAL	
27 COMMUNICATIONS	
28 ELECTRONIC SAFETY AND SECURITY	
31 EARTHWORK	
32 EXTERIOR IMPROVEMENTS	
33 UTILITIES	
NET DIRECT BUILDING COST	\$144,000
DESIGN CONTINGENCY	12.00% \$17,280
SUBTOTAL	\$161,280
ESCALATION TO MIDPOINT 12/2023	11.25% \$18,144
SUBTOTAL	\$179,424
CONTRACTOR CONTINGENCY	2.50% \$4,486
SUBTOTAL	\$183,910
GENERAL CONDITIONS/REQUIREMENTS	7.00% \$12,874
SUBTOTAL	\$196,783
CONTRACTOR OVERHEAD AND PROFIT	4.00% \$7,871
SUBTOTAL	\$204,655
INSURANCE	0.80% \$1,637
SUBTOTAL	\$206,292
BONDS: CONTRACTOR	0.60% \$1,238
TOTAL BUILDING COST	\$207,530

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
11 EQUIPMENT				
Athletic equipment				
Scoreboard, Allowance	1	EA	16,000.00	\$16,000
Basketball hoop, suspended	4	EA	14,000.00	\$56,000
Miscellaneous athletic equipment	1	LS	12,000.00	\$12,000
TOTAL - 11 EQUIPMENT				\$84,000
12 FURNISHINGS				
Fixed Seating				
Bleachers, Allowance	1	LS	60,000.00	\$60,000
TOTAL - 12 FURNISHINGS				\$60,000

SCHEMATIC DESIGN COST ESTIMATE R1

OCMI JOB #: 19430.001 | 13 June 2022

SITE SUMMARY

ELEMENT	TOTAL COST
01 GENERAL REQUIREMENTS	
02 EXISTING CONDITIONS	
03 CONCRETE	
04 MASONRY	
05 METALS	
06 WOOD, PLASTICS, AND COMPOSITES	
07 THERMAL AND MOISTURE PROTECTION	
08 OPENINGS	
09 FINISHES	
10 SPECIALTIES	
11 EQUIPMENT	
12 FURNISHINGS	
13 SPECIAL CONSTRUCTION	
14 CONVEYING EQUIPMENT	
21 FIRE SUPPRESSION	
22 PLUMBING	
23 HEATING, VENTILATING, AND AIR CONDITIONING	
26 ELECTRICAL	
27 COMMUNICATIONS	
28 ELECTRONIC SAFETY AND SECURITY	
31 EARTHWORK	
32 EXTERIOR IMPROVEMENTS	\$475,000
33 UTILITIES	
NET DIRECT SITE COST	\$475,000
DESIGN CONTINGENCY	12.00% \$57,000
SUBTOTAL	\$532,000
ESCALATION TO MIDPOINT 12/2023	11.25% \$59,850
SUBTOTAL	\$591,850
CONTRACTOR CONTINGENCY	2.50% \$14,796
SUBTOTAL	\$606,646
GENERAL CONDITIONS/REQUIREMENTS	7.00% \$42,465
SUBTOTAL	\$649,111
CONTRACTOR OVERHEAD AND PROFIT	4.00% \$25,964
SUBTOTAL	\$675,076
INSURANCE	0.80% \$5,401
SUBTOTAL	\$680,477
BONDS: CONTRACTOR	0.60% \$4,083
TOTAL SITE COST	\$684,559

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
32 EXTERIOR IMPROVEMENTS				
Playground				
Equipment, Allowance				
Infant/toddler	1	LS	125,000.00	\$125,000
Pre-K	1	LS	125,000.00	\$125,000
2's and 3's	1	LS	225,000.00	\$225,000
TOTAL - 32 EXTERIOR IMPROVEMENTS				\$475,000



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Brandi Jensen, City Attorney

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM: (For Possible Action):

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.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 6, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Tim Thompson, Planning Director

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: No:	Yes: No:	N/A

ACTION REQUESTED: Motion
Receive/File

AGENDA ITEM: (For Possible Action):

Presentation, Discussion, and Possible Action regarding a citywide land use fiscal assessment conducted by Verdunity, Inc.

AGENDA ITEM BRIEF:

The City has requested Verdunity's assistance to develop and implement a standardized process to quantify its resource gap and evaluate the fiscal impact of proposed development projects so that more informed decisions can be made. A standardized and integrated process within the City and with developer partners will help staff and Council make more informed decisions that balance the needs of today with future impacts while maximizing return on taxpayer dollars.

RECOMMENDED MOTION:

Possible motions:

"I move to direct staff to..."

"I move to accept the Fiscal Land Use Assessment provided by Verdunity, Inc."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which

legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Like many communities, the City of Fernley is struggling to keep up with growing infrastructure and service demands with limited resources. Yet, development decisions often prioritize growth and near-term revenue boosts without fully considering long-term costs and impacts. When fiscal impact analyses are provided by developers, they are inconsistent and incomplete.

The City has requested Verdunity's assistance to develop and implement a standardized process to quantify its resource gap and evaluate the fiscal impact of proposed development projects so that more informed decisions can be made. A standardized and integrated process within the City and with developer partners will help staff and Council make more informed decisions that balance the needs of today with future impacts while maximizing return on taxpayer dollars.

Specifically, this item involves creation of a citywide land use fiscal assessment and associated education workshops and implementation coaching. The proposed phases include. The purpose of the analysis is to help city leaders and residents to better understand the relationship between growth and development patterns, property tax revenues, and long-term infrastructure and service costs – including understanding how to generate additional tax revenue without having to raise the tax rate. This information can be used to inform future land use and zoning decisions, economic development and housing incentives, capital improvement programs, service delivery optimization efforts, grant applications, and more.

The GIS-Based Land Use Fiscal Assessment (LUFA) will focus on the relationship between existing development patterns in the city limits, the property tax revenues generated by this development and the general fund costs currently budgeted to serve them, and projected service and street infrastructure costs that will be required in future years. The assessment will include the following information for all parcels inside the city limits:

1. Appraised values and property tax levy revenue by parcel.
2. Property tax revenue per acre by parcel;
3. Net revenue per acre (sometimes referred to as a profit and loss map) for budgeted costs;
4. Net revenue per acre for budgeted costs plus unfunded street liabilities.

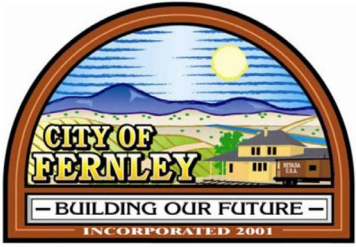
This modeling and mapping help illuminate which parcels and development patterns in the city generate more in property tax revenue than they cost to serve, and which parts of the city require subsidies from other sources such as sales tax to cover basic services.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Fernley_LUFA_Final_2022.06.10



Land Use Fiscal Assessment

City of Fernley, NV

City of Fernley

FINAL DRAFT - June 10, 2022

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INTRODUCTION AND STUDY BACKGROUND



GOALS OF THE LAND USE FISCAL ANALYSIS

- 1) Explain how development and property tax decisions impact the city's fiscal health, affordability, and taxpayer burden.
- 2) Quantify and explore how Fernley's current development model is performing in terms of property tax generation and productivity.
- 3) Provide information that can be used to align the City's development, services, and budget policy with what citizens are willing and able to pay for – now and in the future.

INTRODUCTION

We're building cities we can't afford to live in and maintain. A growing number of citizens are struggling to find housing and mobility options at a price they can afford, while cities are challenged to address increasing service expectations and infrastructure liabilities with limited resources.

With all of the growth and prosperity we've experienced in this country, why do our cities struggle to pay for basic services and why are income gaps and poverty levels growing?

INTRODUCTION

One of the fundamental reasons for the growing resource gaps is the auto-centric, suburban development pattern that exploded in the 1960s and was quickly adopted as preferred approach.

Over the past six decades, cities have aggressively pursued rapid growth and horizontal expansion without fully considering long-term costs and impacts, which are now revealing themselves.



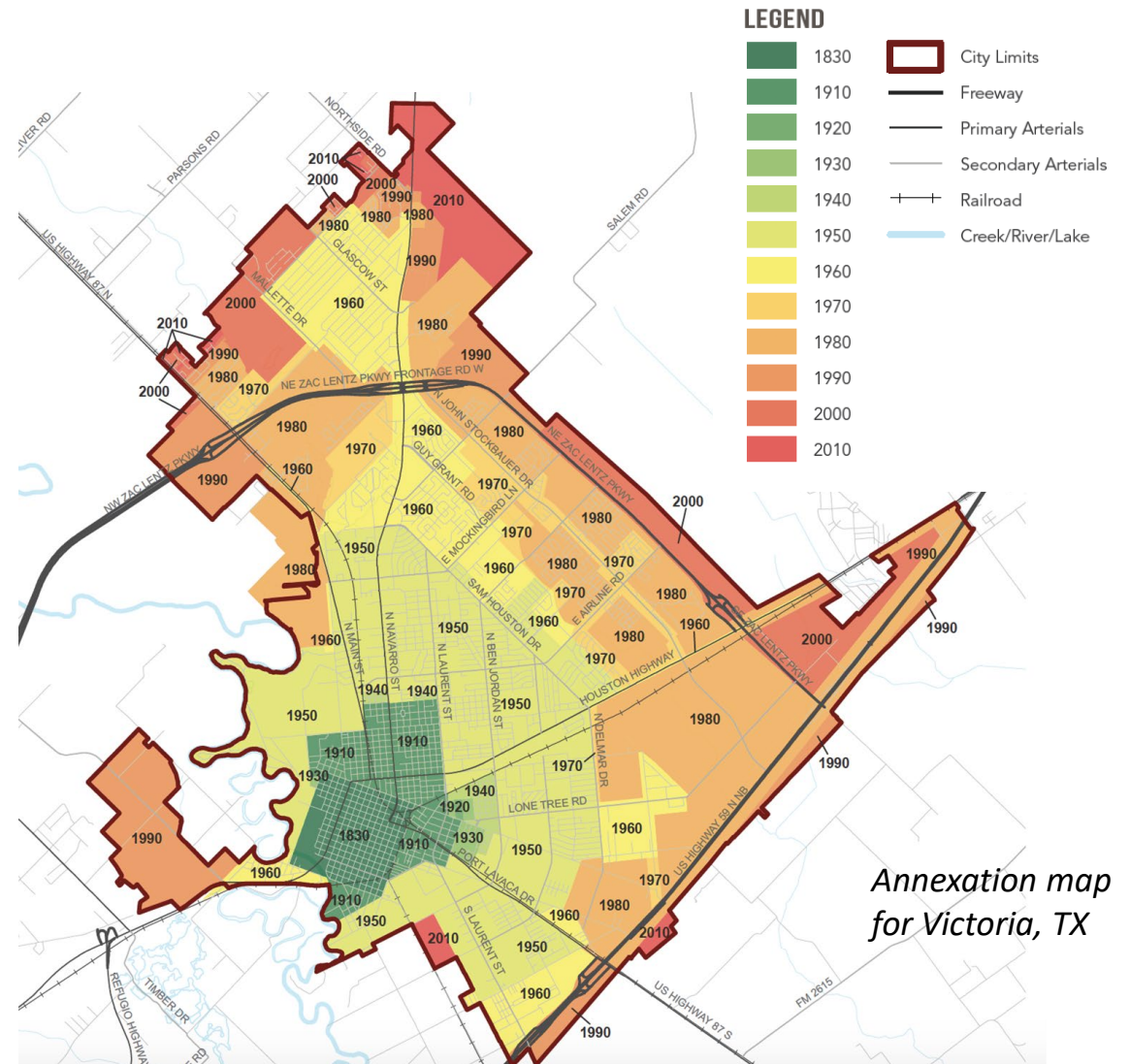
Strong Towns' Chuck Marohn refers to the past 70 years as the "suburban experiment"

INTRODUCTION

During a city's growth phase, developers add new homes and businesses and build infrastructure over a large area in a short period of time.

Cities rapidly annex and expand the city's service area and infrastructure systems to facilitate the growth, which adds significant costs. But new development is often built in a lower density single family pattern that increases the cost burden per household.

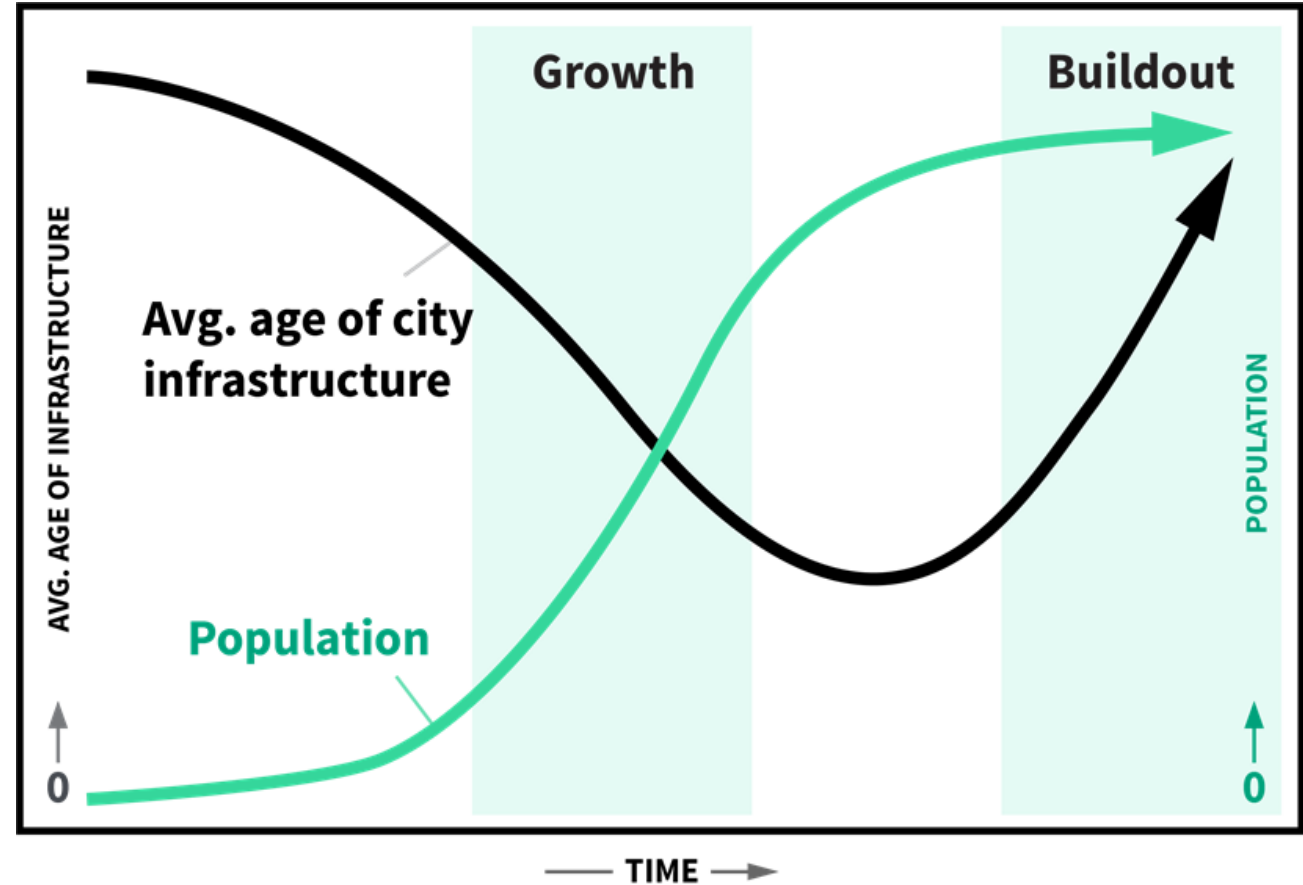
MAP 6 ANNEXATION HISTORY



INTRODUCTION

The growth phase gives cities a revenue boost while also providing attractive neighborhoods and amenities that require minimal services and maintenance.

In the near-term, this allows a high quality of life at a reasonable housing cost and tax rate. But, the city and taxpayers have to pay for future maintenance, which is often not factored into budgeting.



The growth phase presents an “illusion of wealth”, where the community is attractive for a decade or two, but then deteriorates slowly as neighborhoods and infrastructure can’t be maintained.

INTRODUCTION

25-40 years later, the infrastructure put in by developers reaches the end of its life cycle and has to be replaced. During this same period, cities tend to run out of new land to develop, and revenue boosts from new growth flatten out.

This leaves cities with aging neighborhoods, vacant strip centers, excessive unfunded infrastructure liabilities, often with a community culture that is opposed to raising taxes.



INTRODUCTION

The post WW2 (suburban auto-centric) development pattern rarely generates enough wealth (tax base) to pay for costs required to serve and maintain infrastructure over time.

In growth years when there are surplus revenues, elected officials support policies that cap or reduce property tax rates and revenues without setting aside appropriate funds to cover future infrastructure replacement costs.

When it's time to replace infrastructure, the costs far exceed budgets, and cities have limited options to raise the amount of revenue they need. In the few cases where property tax revenues are sufficient, it is often due to very high home values that are not affordable for the majority.

INTRODUCTION

If taxpayers can't or won't pay more, and cities lack the funds needed to cover basic services, what should we do?



OPTIONS TO CLOSE THE RESOURCE GAP

Intentional development decisions can increase revenues, provide affordable housing options, and reduce household cost burdens without raising tax rates.

1



Keep development patterns and service levels as-is but charge more (via higher taxes and fees) to cover the true costs. This is a difficult option because an increasing number of people do not have the means to pay much more than they are currently paying.

2



Maintain current taxes and fees where they are but cut services to align with revenues. This is what most cities are currently doing, where services and maintenance needs are budgeted to fit available revenue and those that are unfunded get deferred. This can work for a short period, but eventually the neighborhoods and infrastructure must be maintained, or property values will start to decline and people and businesses will leave the city.

3



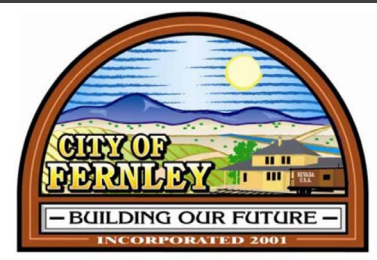
Adjust development and infrastructure to enable an affordable balance of services and taxes. By prioritizing infill, redevelopment, and more financially productive development patterns, the city can generate additional tax base from its service area and improve the return on investment of taxpayer dollars without necessarily having to raise the tax rate or charge more fees. This is the most feasible and effective option.

IMPROVING FISCAL HEALTH AND RESILIENCY

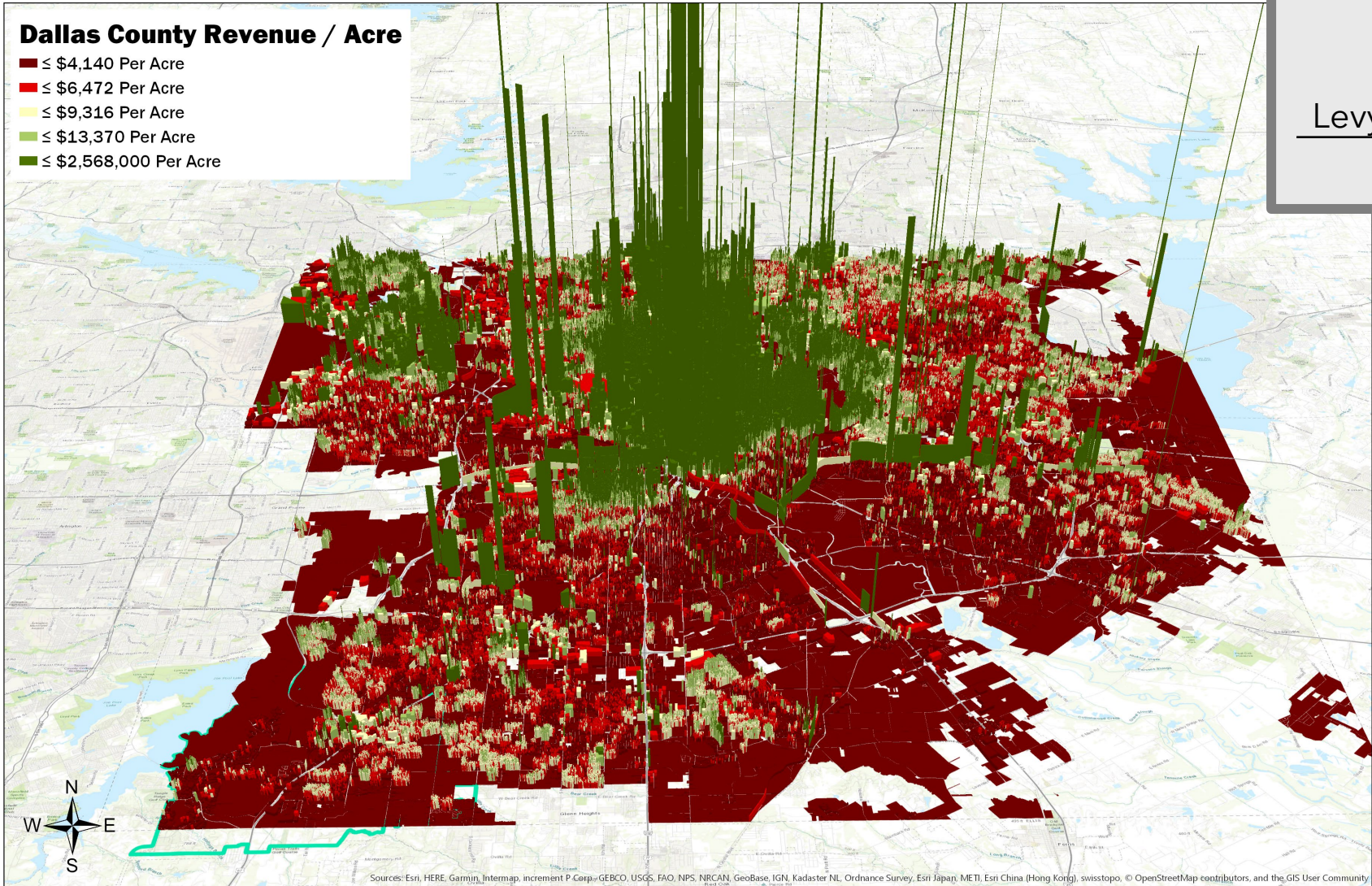
Cities are financially strong and resilient when their development and service model aligns with what residents are willing and able to pay for – now and in the future.

In property tax states like Nevada, development needs to generate enough ad valorem revenue to cover roughly half of general fund services and 100% of street maintenance and replacement costs. Subsidizing this with other volatile revenue sources such as sales tax and impact fees leaves cities in a fragile and often unsustainable position.

LAND USE FISCAL ANALYSIS CORE CONCEPTS



MEASURING FISCAL PRODUCTIVITY OF LAND USE



REVENUE PER ACRE

$$\frac{\text{Levy collected by City for the parcel}}{\text{Parcel area (acres)}}$$

VALUE CAPTURE OF DEVELOPMENT PATTERNS

2,000 SF HOME ON DIFFERENT SIZE LOTS



3,000 SF RESIDENTIAL LOT

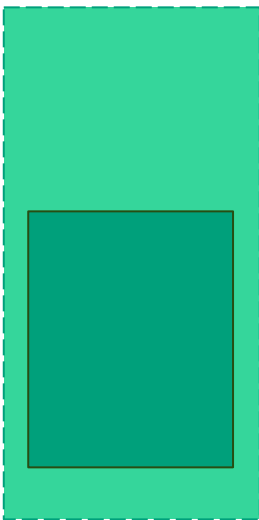
Lot Dimensions: 30 ft x 100 ft (0.069 Acres)

Lot Coverage: 67%

Appraised Value: \$205,000

Property Tax Revenue** (Levy): \$1,025

Revenue per Acre: \$14,885



5,000 SF RESIDENTIAL LOT

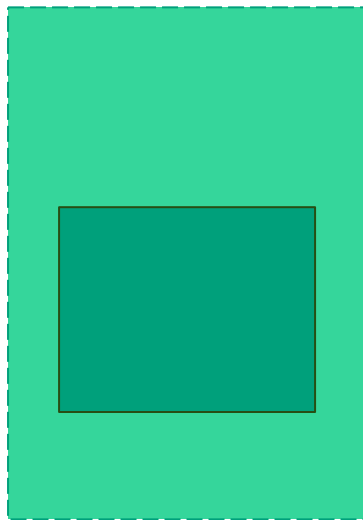
Lot Dimensions: 50 ft x 100 ft (0.115 Acres)

Lot Coverage: 40%

Appraised Value: \$210,000

Property Tax Revenue** (Levy): \$1,050

Revenue per Acre: \$9,130



7,000 SF RESIDENTIAL LOT

Lot Dimensions: 70 ft x 100 ft (0.161 Acres)

Lot Coverage: 29%

Appraised Value: \$220,000

Property Tax Revenue** (Levy): \$1,100

Revenue per Acre: \$6,832

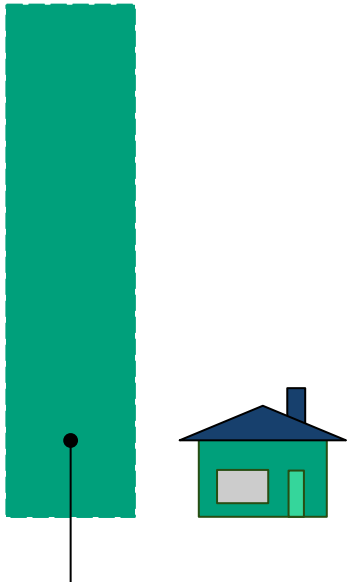
*Shapes are drawn to scale

** Conceptual tax rate of 0.50 used to calculate levy

The higher the building footprint coverage is on a lot, the more property tax revenue per acre is generated.

VALUE CAPTURE OF DEVELOPMENT PATTERNS

2,500 SF LOT WITH 1, 2, AND 3 STORY BUILDINGS WITH SAME FOOTPRINT



1 STORY BUILDING

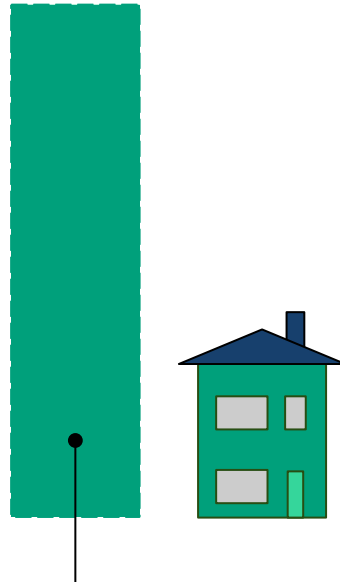
Lot Dimensions: 25 ft x 100 ft (0.057 Acres)

Lot Coverage: 100%

Appraised Value: \$150,000

Property Tax Revenue** (Levy): \$750

Revenue per Acre: \$13,158



2 STORY BUILDING

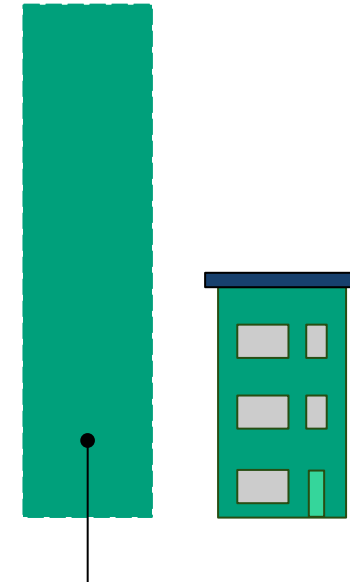
Lot Dimensions: 25 ft x 100 ft (0.057 Acres)

Lot Coverage: 100%

Appraised Value: \$250,000

Property Tax Revenue** (Levy): \$1,250

Revenue per Acre: \$21,930



3 STORY BUILDING

Lot Dimensions: 25 ft x 100 ft (0.057 Acres)

Lot Coverage: 100%

Appraised Value: \$350,000

Property Tax Revenue** (Levy): \$1,750

Revenue per Acre: \$30,702

*Shapes are drawn to scale

** Conceptual tax rate of 0.50 used to calculate levy

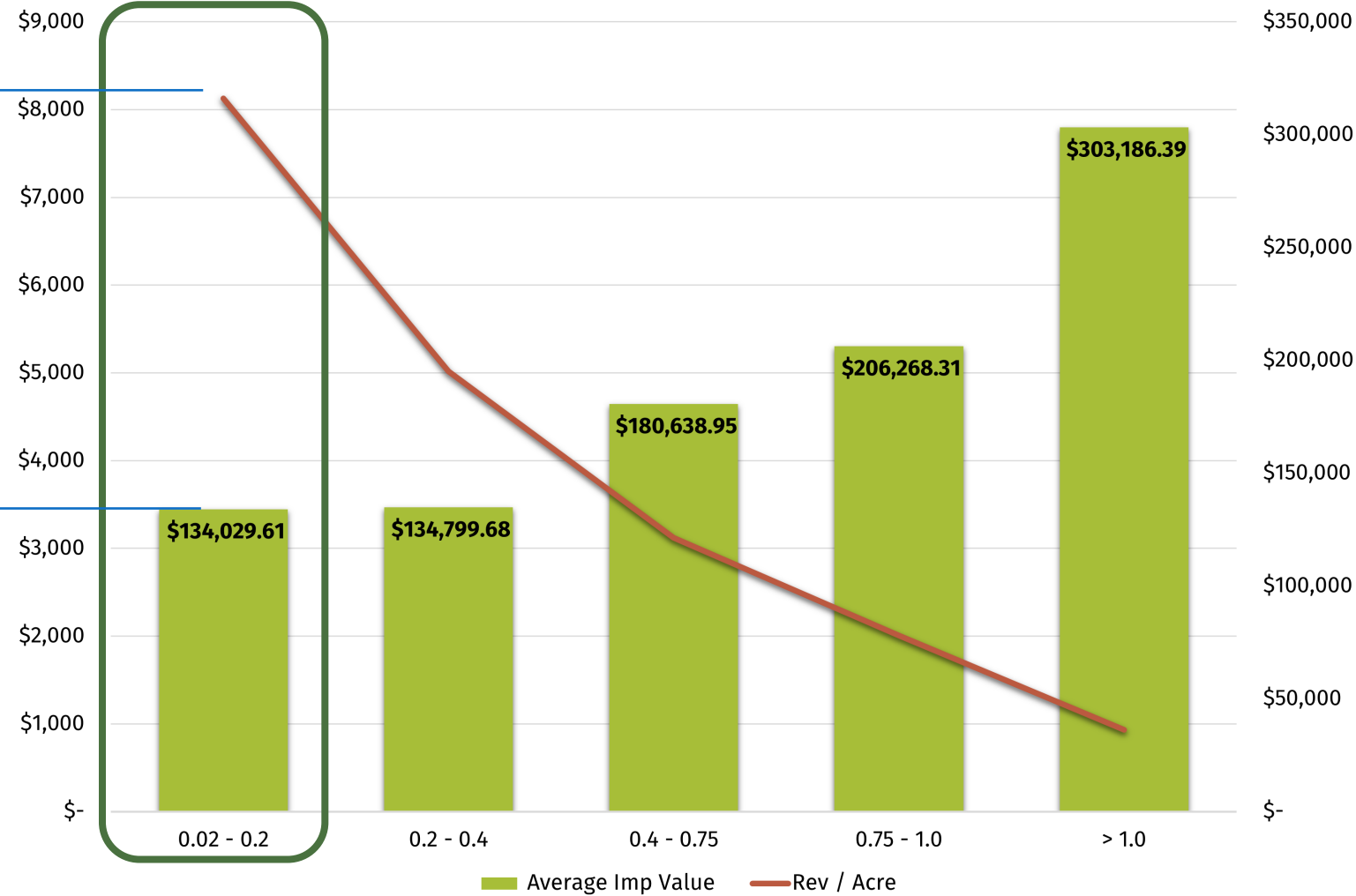
*** Appraised value have the 2nd and 3rd floors adding $\frac{2}{3}$ the value of the 1st floor

The more stories you build, the more property tax revenue per acre is generated.

FISCAL BENEFITS OF SMALL LOTS

The same single-family homes that provide the **highest value** to the city are also the **most affordable homes for residents**. Additionally, these homes sit on your most modestly sized lots.

The patterns reflected in this chart have held true in every city Verdunity has modeled.



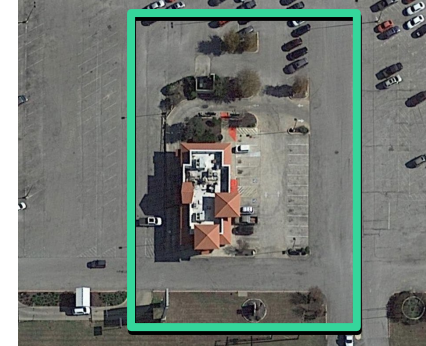
COMPARING VALUE OF DEVELOPMENT PATTERNS

0.76 ACRES



Main Street
Mixed-Use

Prop. Tax Revenue/Acre
\$15,940



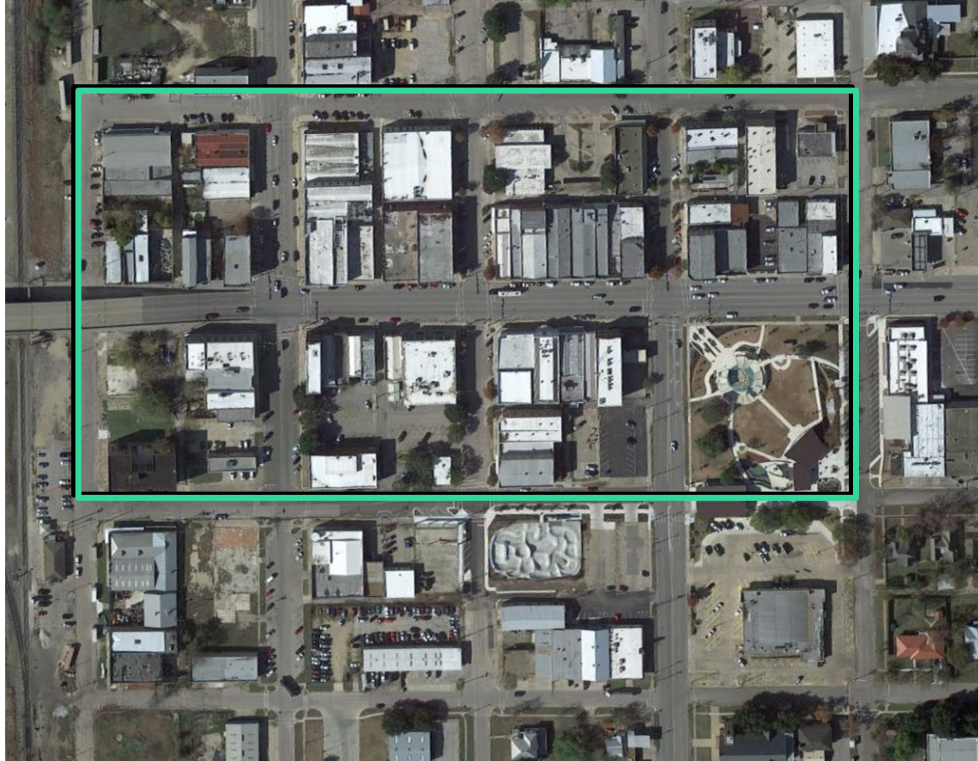
Suburban Pad Site

Prop. Tax Revenue /Acre
\$6,692

0.72 ACRES



COMPARING VALUE OF DEVELOPMENT PATTERNS



Traditional Grid Downtown (10.46 Acres)

Prop. Tax Revenue /Acre = **\$12,307**



Auto Oriented Big Box (17.36 Acres)

Prop. Tax Revenue/Acre = **\$4,660**

COMPARING VALUE OF DEVELOPMENT PATTERNS



H.E.B. Grocery Store

Improvement Value	\$ 16,252,584
Assessed Value	\$ 20,666,083
Revenue	\$ 85,197
Revenue Per Acre	\$ 4,204



100 Block of Main Street

Improvement Value	\$ 1,467,898
Assessed Value	\$ 1,767,898
Revenue	\$ 8,797
Revenue Per Acre	\$ 12,758



Super Target at Stone Hill

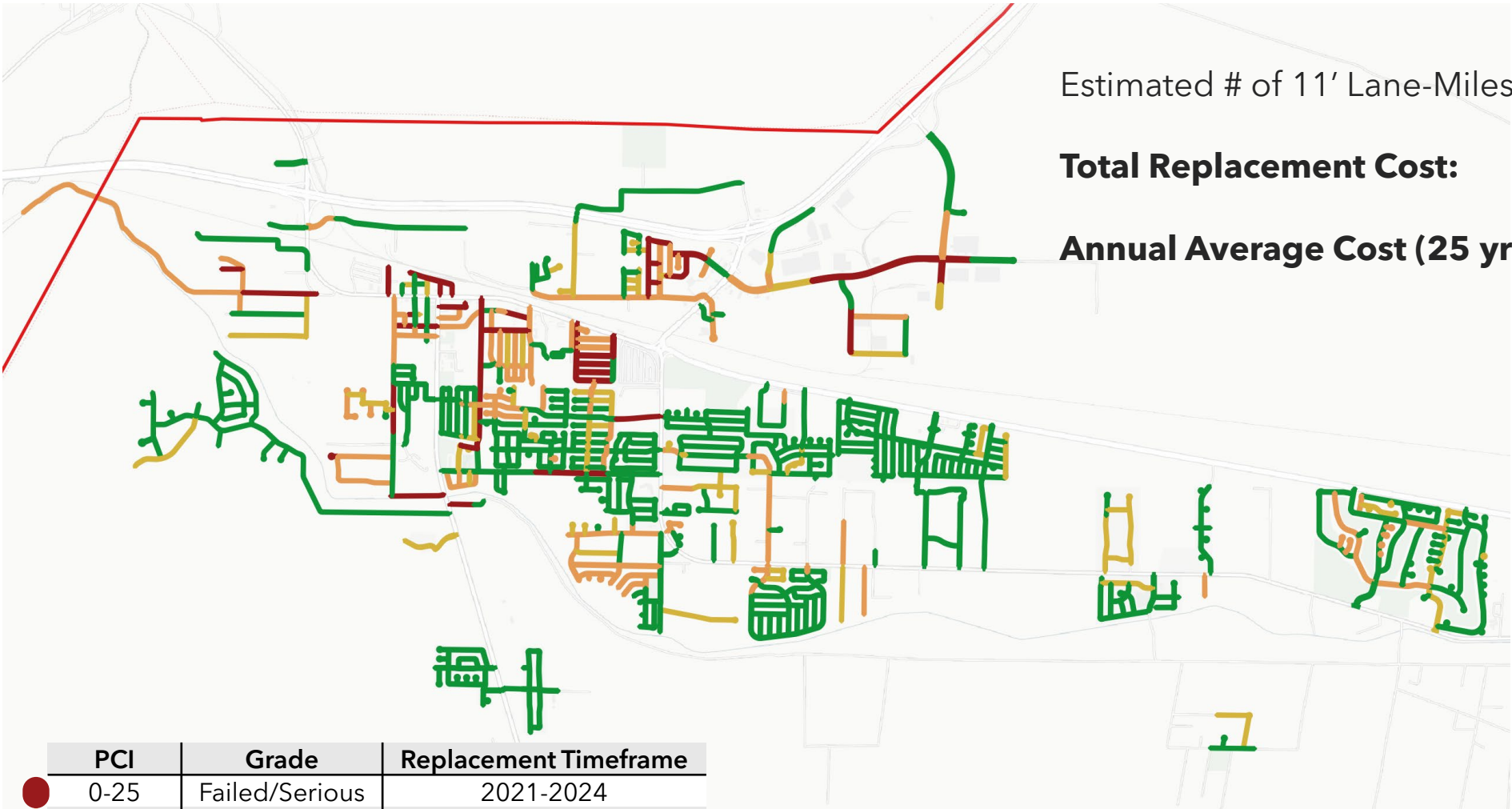
Improvement Value	\$ 13,654,041
Assessed Value	\$ 17,666,000
Revenue	\$ 87,906
Revenue Per Acre	\$ 6,680

CHARACTERISTICS OF HIGH ROI PARCELS

The most financially productive development patterns typically have the following characteristics:

- ✓ High ratio of building footprint to lot size
- ✓ Multi-story structures
- ✓ Narrow lot frontage
- ✓ Smaller lots
- ✓ Narrower streets in a grid pattern (compared to wider suburban style streets with cul-de-sacs and limited access points)

UNFUNDED FUTURE STREET REPLACEMENT COSTS



Estimated # of 11' Lane-Miles: 466.2 ln-mi
x \$500,000 / ln-mi
Total Replacement Cost: \$233,109,737

Annual Average Cost (25 yrs): \$9.32M/year

PCI	Grade	Replacement Timeframe
0-25	Failed/Serious	2021-2024
25-55	Poor/Very Poor	2025-2029
55-70	Fair	2030-2034
70-100	Good	2035 +

THE EFFECT OF LOT SIZE ON HOMEOWNERS' TAX BURDEN (STREET COSTS)

31' STREET WITH 70' LOTS

$$\frac{1000' \text{ block}}{70' \text{ lots}} = 14 \text{ lots}$$

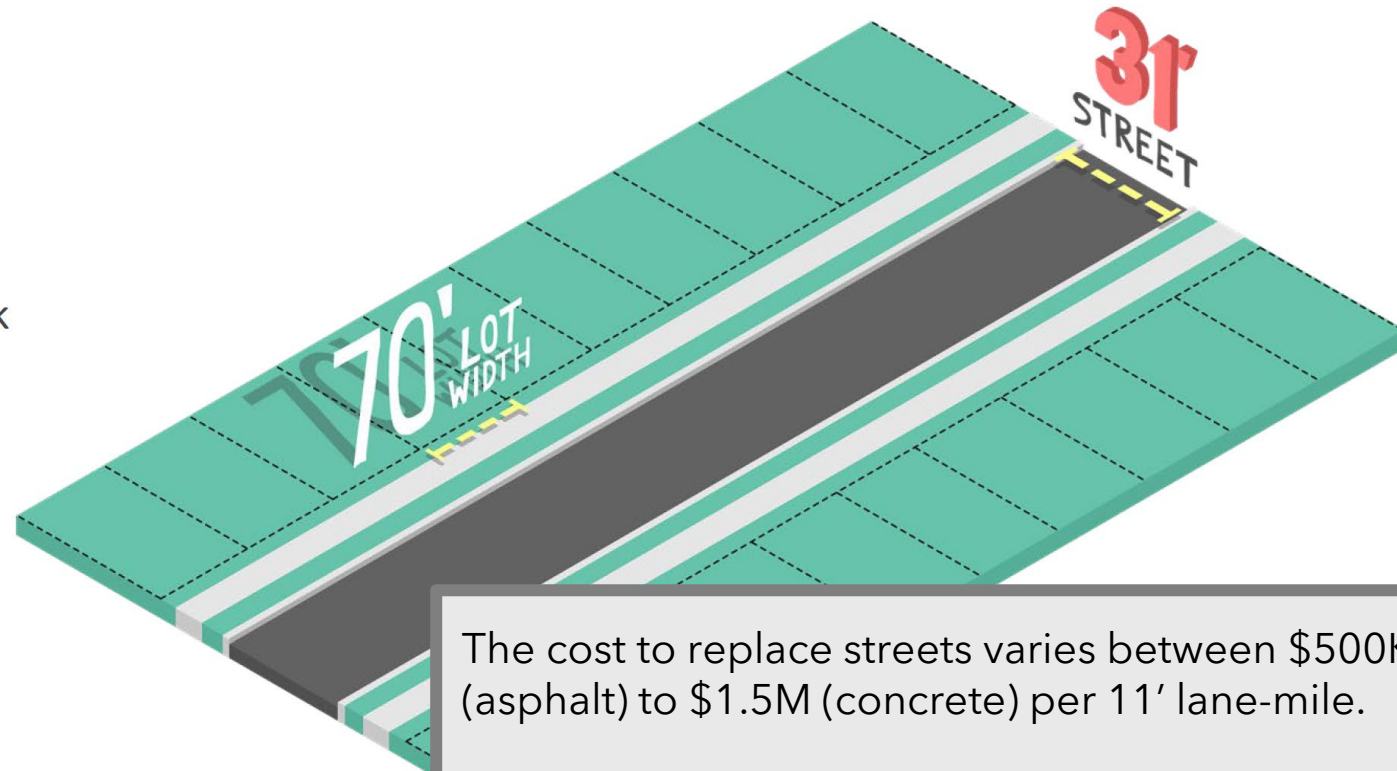
14 + 14 lots = **28 total lots** on block

Street cost per lot

\$532,000

28 lots

= \$19,000 per lot



The cost to replace streets varies between \$500K (asphalt) to \$1.5M (concrete) per 11' lane-mile.

Block Length: 1000 ft = 0.19 miles

of 11' ln-mi: 31' / 11' = 2.8

Cost of street: \$1M per 11' ln-mi

Replacement cost: 1M x 2.8 x .19 = \$532,000

THE EFFECT OF LOT SIZE ON HOMEOWNERS' TAX BURDEN (STREET COSTS)

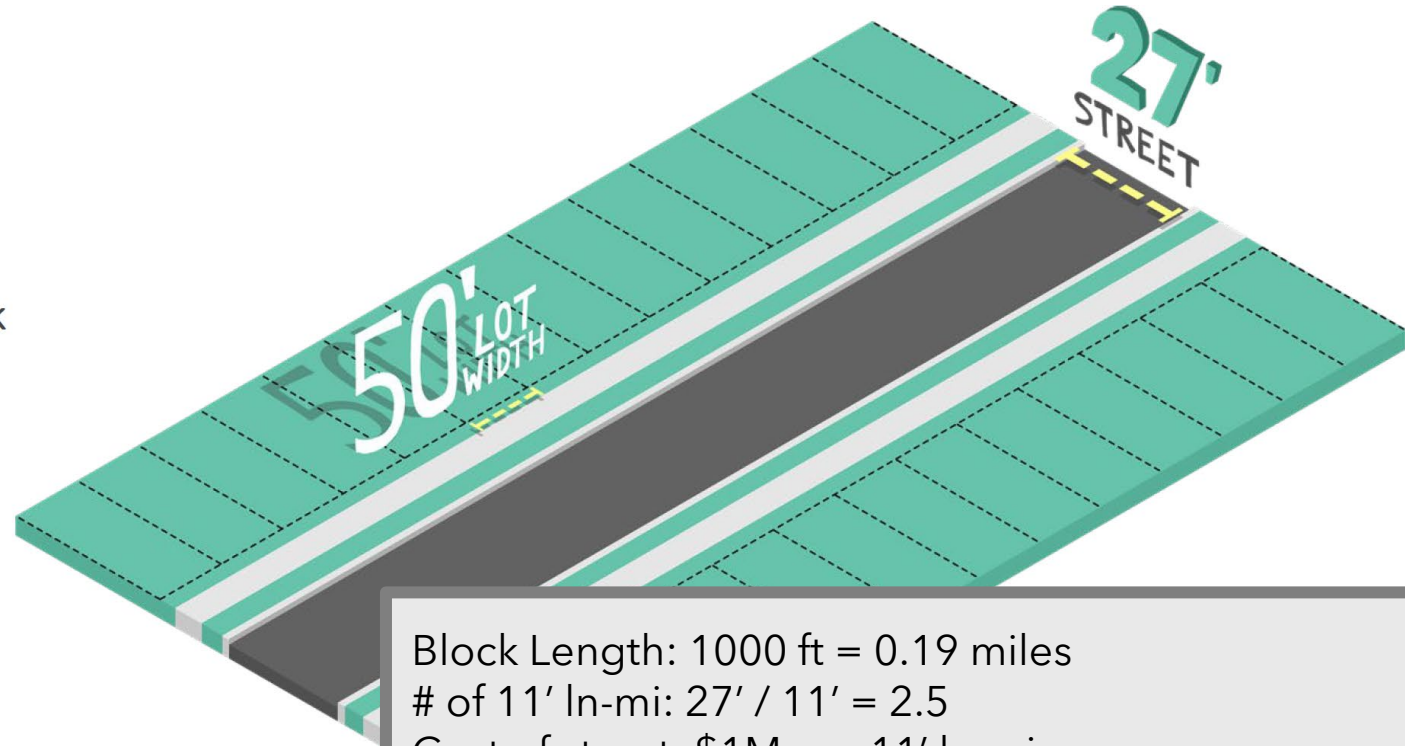
27' STREET WITH 50' LOTS

$$\frac{1000' \text{ block}}{50' \text{ lots}} = 20 \text{ lots}$$

20 + 20 lots = **40 total lots** on block

Street cost per lot

$$\frac{\$475,000}{40 \text{ lots}} = \$11,875 \text{ per lot}$$



Block Length: 1000 ft = 0.19 miles
of 11' ln-mi: 27' / 11' = 2.5
Cost of street: \$1M per 11' ln-mi
Replacement cost: 1M x 2.5 x .19 = \$475,000

*** Reducing the street width and lot widths helps reduce the average street cost obligation per lot.**

KEY CONCEPTS

Land use fiscal analysis helps the frame discussions and inform decisions about the following:

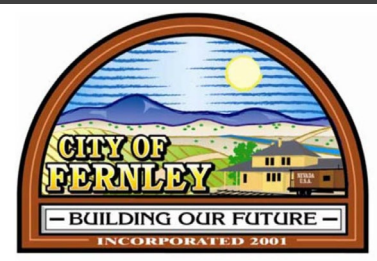
- ✓ How to increase property tax revenue without raising the tax rate through more fiscally productive development patterns.

- ✓ How to quantify the estimated infrastructure replacement liabilities and funding gaps.

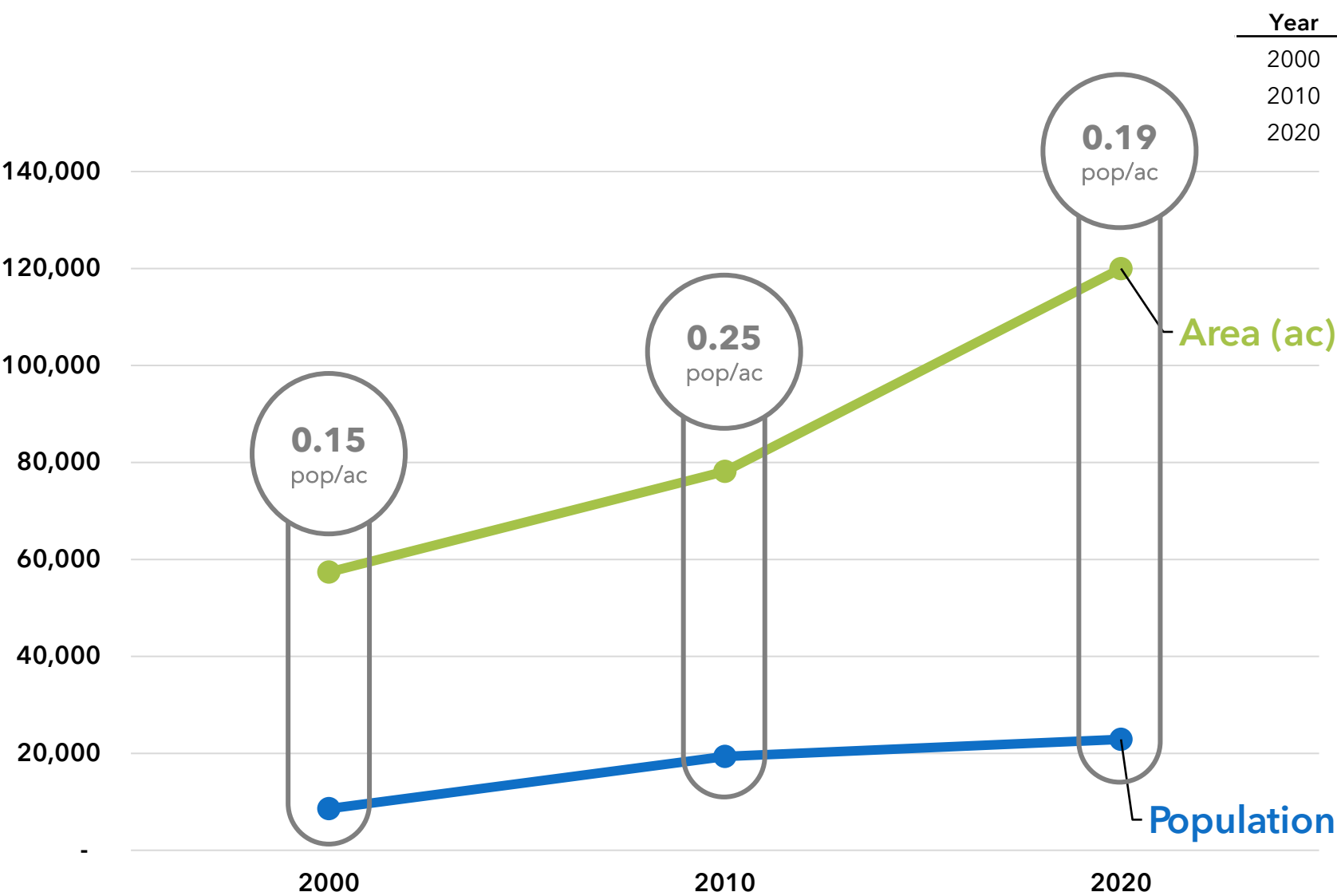
Note: Utilities follow the same trends. Replacement costs are higher for spread out horizontal expansion and utility rate revenue is typical not sufficient to cover future costs.

- ✓ How to reduce cost burden to taxpayers through reducing street widths and building in a more compact service area.

FERNLEY'S ANALYSIS RESULTS



POPULATION AND SERVICE AREA OVER TIME



Year	Population	% Added	Area (ac)	% Added	Pop/Ac
2000	8,596		57,382		0.15
2010	19,368	125%	78,156	36%	0.25
2020	22,895	18%	119,987	54%	0.19

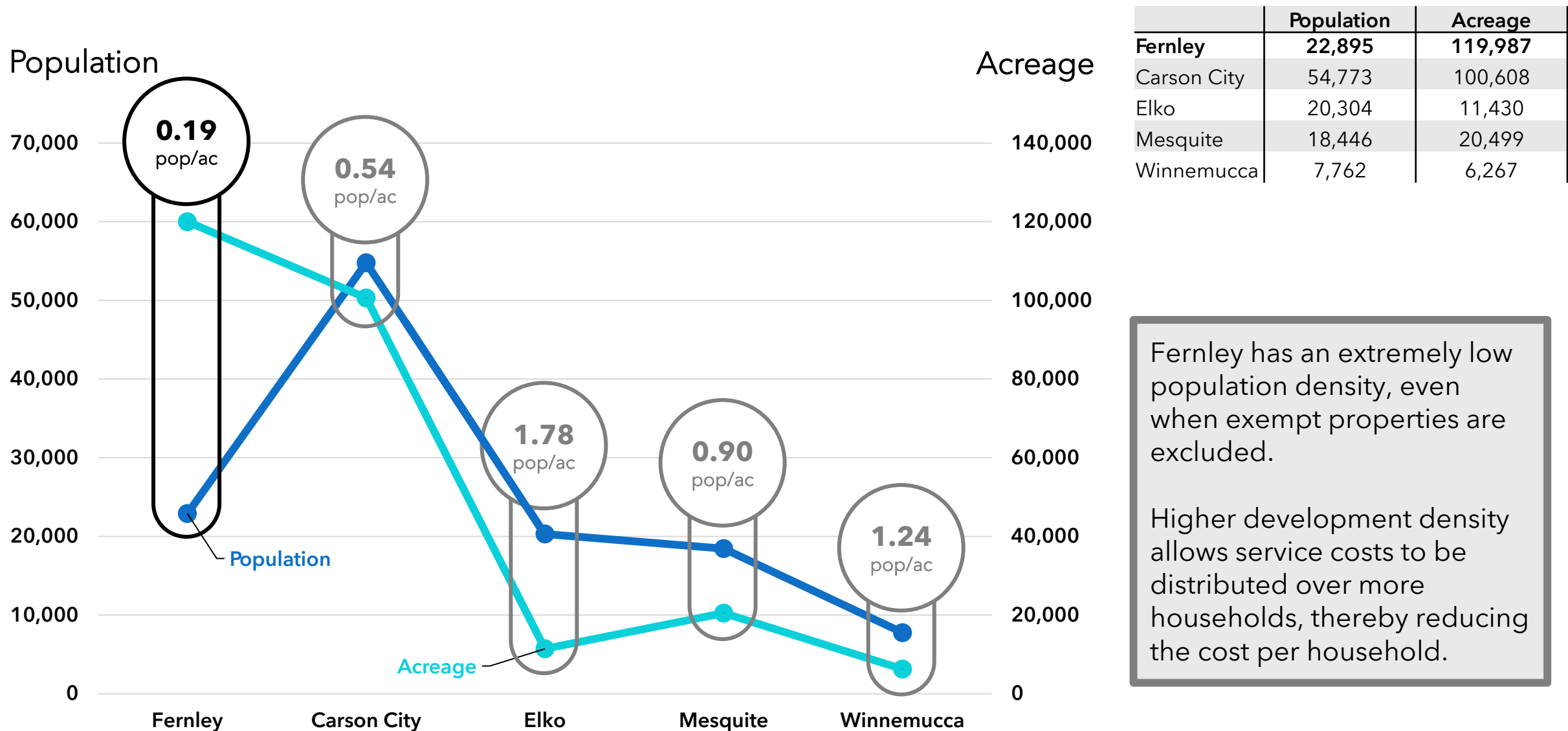
*Values Sourced from US Census Population Deccennial Census

Chart values are based on the full city limit area including exempt parcels.

The 2020 population density for the area excluding exempt parcels is 0.39/ac.

The 2020 population density for only the developed properties in the city is 3.47/ac.

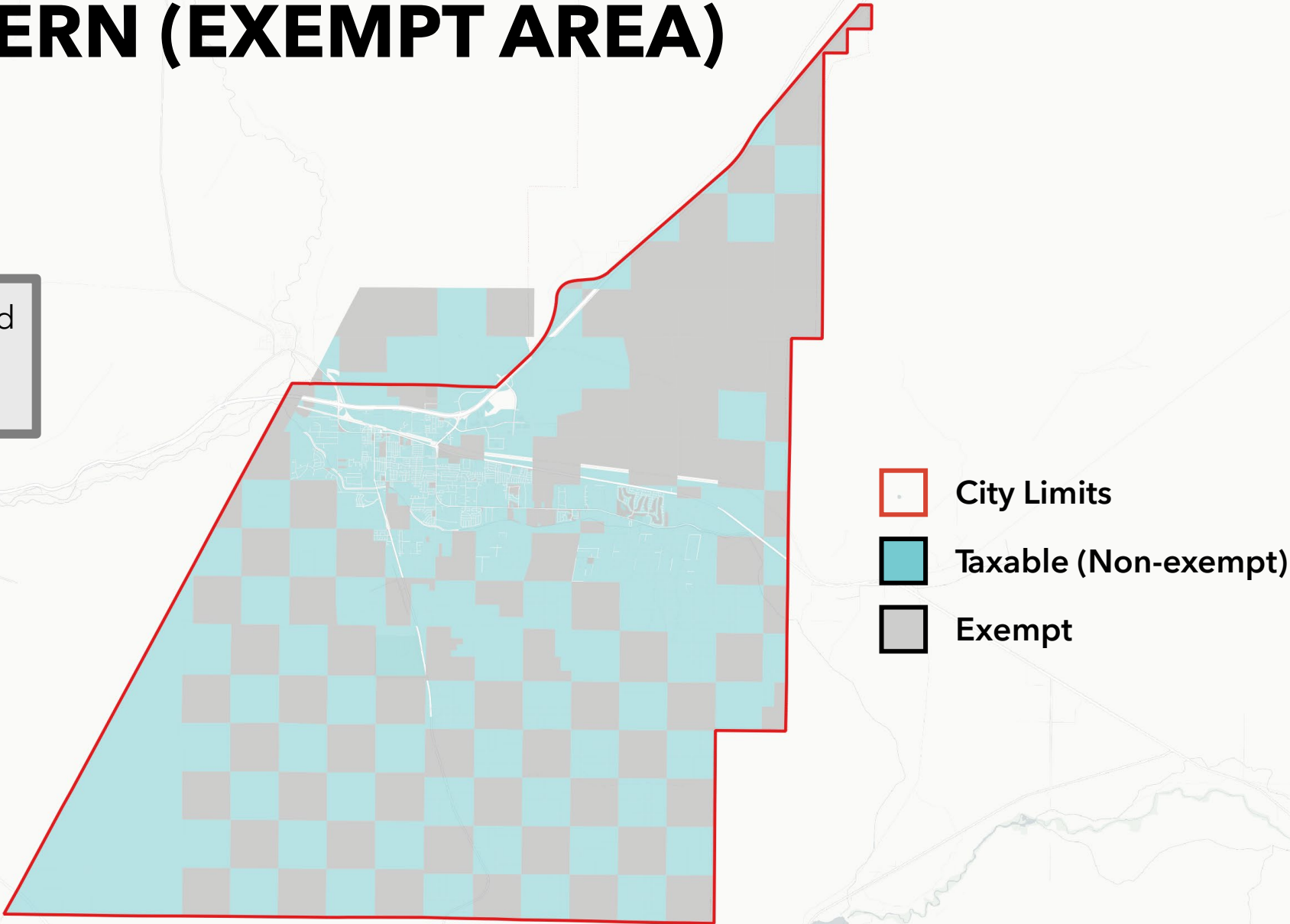
POPULATION AND DENSITY COMPARISON



GROWTH PATTERN (EXEMPT AREA)

54% (58,031 acres) of the city's land is taxable. Of this, just **11%** (6% of the total city limits) is developed.

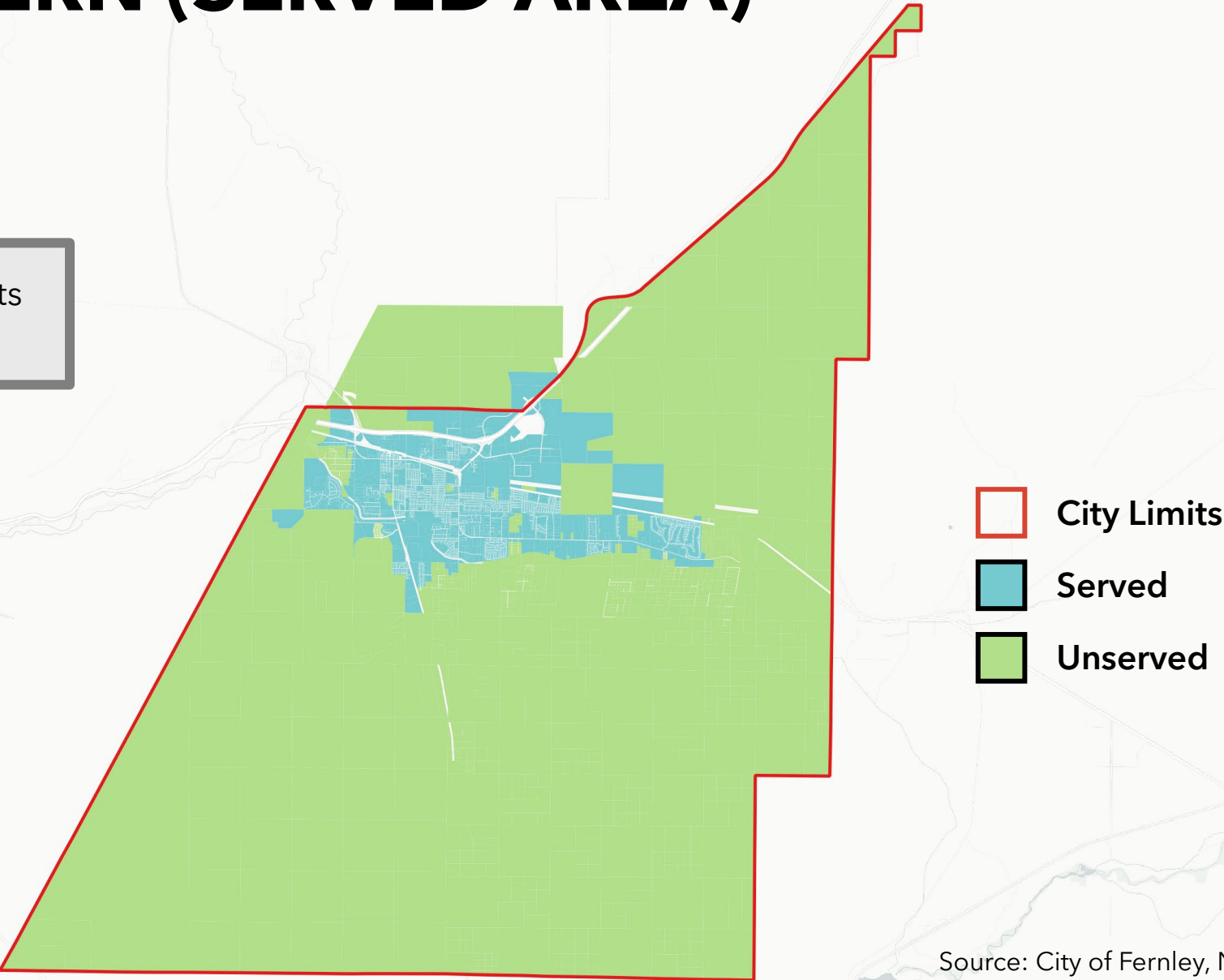
	Acres	%
Developed	6,600	6%
Undeveloped	51,431	48%
Exempt	49,748	46%
Total	107,779	100%



GROWTH PATTERN (SERVED AREA)

Only **9%** of the area in the city limits is served with water and sewer.

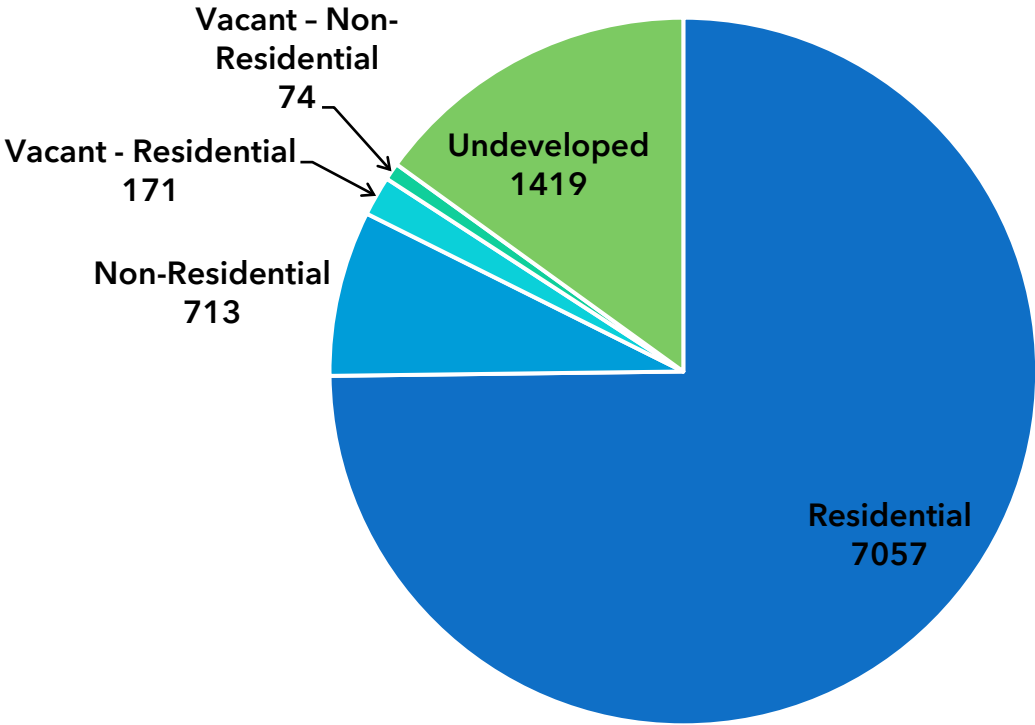
	Acres	%
Served	9,554	9%
Unserved	98,225	91%
Total	107,779	100%



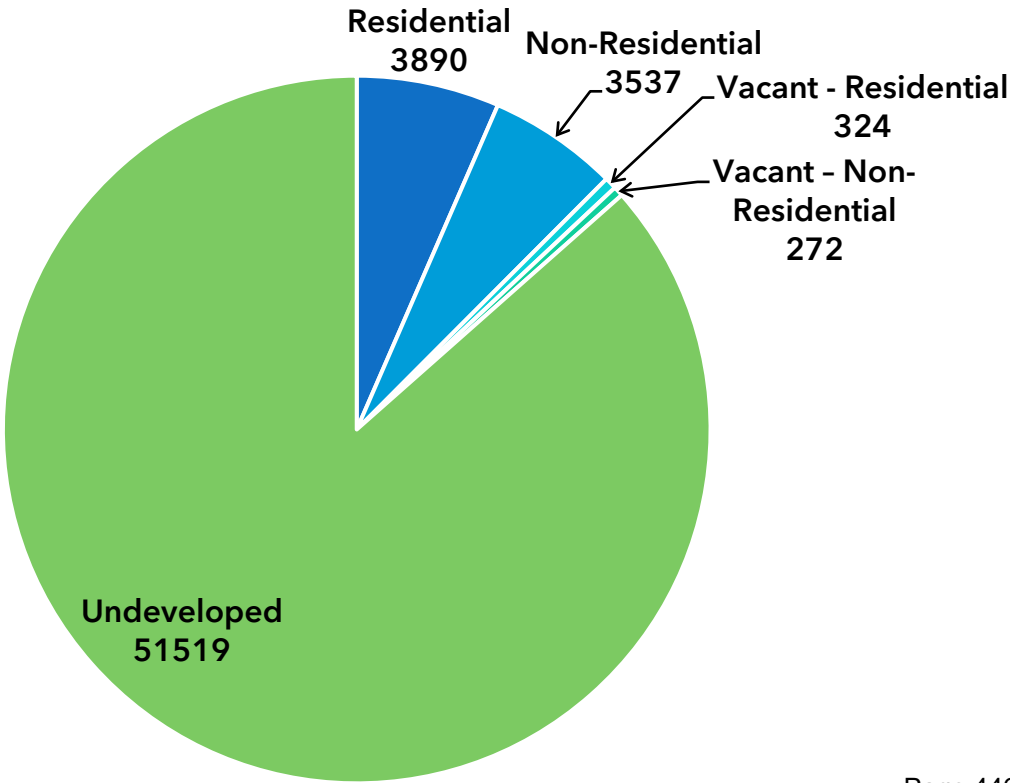
LAND USE DISTRIBUTION

Description	Count	% Parcels	Acreage	% Area
Residential	7057	74.80%	3890	6.53%
Non-Residential	713	7.56%	3537	5.94%
Vacant - Residential	171	1.81%	324	0.54%
Vacant - Non-Residential	74	0.78%	272	0.46%
Undeveloped	1419	15.0%	51519	86.5%

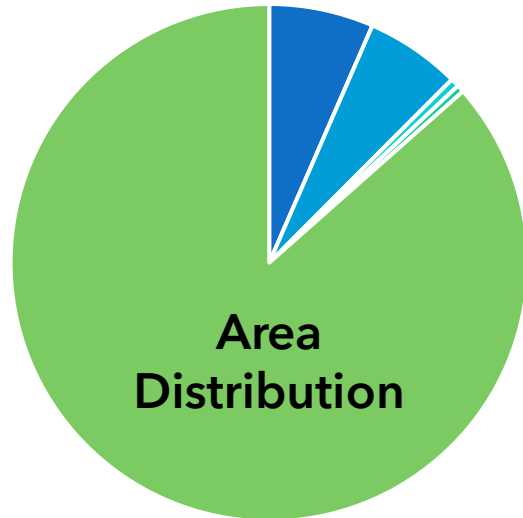
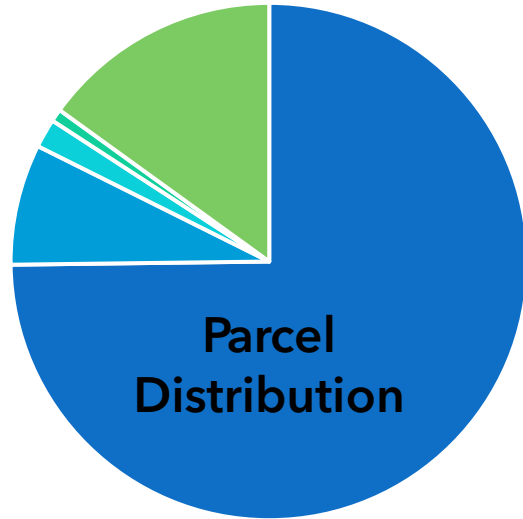
Parcel Distribution



Area Distribution



LAND USE



	Description	Count	% Parcels	Acreage	% Area
Developed Residential	Agricultural Deferred with Multiple Residences	4	0.04%	268	0.45%
	Agricultural Deferred with Residence	2	0.02%	7.28	0.01%
	Commercial Living Accommodations	5	0.05%	6.47	0.01%
	Duplex	24	0.25%	4.90	0.01%
	Five or More Units - Low Rise	25	0.26%	25	0.04%
	Individual Residential Unit in a Multiple Unit Building - Condominium	1	0.01%	5.72	0.01%
	Manufactured Home Converted to Real Property	434	4.60%	621	1.04%
	Manufactured Home Park - Ten or More Manufactured Home Units	8	0.08%	62	0.10%
	Multi-Family Residential with Minor Improvements	8	0.08%	38	0.06%
	Personal Property Manufactured Home on the Unsecured Roll	134	1.42%	178	0.30%
	Single Family Residence	6773	71.8%	3184	5.35%
	Single Family Residential Common Area	2	0.02%	0.73	0.00%
	Single Family Residential with Minor Improvements - No livable structures	3	0.03%	19	0.03%
	Three to Four Units	72	0.76%	16	0.03%
	Two Single Family Units	20	0.21%	96	0.16%
	Single Family Residential with Minor Improvements	25	0.26%	189	0.32%
	Aggregates, Quarries, etc. - Locally Assessed	4	0.04%	95	0.16%
Developed Non-Residential	Agricultural Deferred with Improvements but no Residences	1	0.01%	70	0.12%
	Casino or Hotel Casino	4	0.04%	17	0.03%
	Commercial Common Area	3	0.03%	5.47	0.01%
	Commercial Industrial - retail or office use combined with Industrial use	6	0.06%	78	0.13%
	Commercial Recreation	4	0.04%	617	1.04%
	Commercial with Minor Improvements	17	0.18%	34	0.06%
	Communication, Transportation, and Utility Property of a Local Nature	1	0.01%	259	0.43%
	General Commercial	109	1.16%	220	0.37%
	General Industrial - light industry, trucking and warehousing, service, repair, etc.	46	0.49%	496	0.83%
	Golf Course	1	0.01%	13	0.02%
	Heavy Industrial	1	0.01%	21	0.04%
	Industrial with Minor Improvements	1	0.01%	0.11	0.00%
	Mixed Use with Commercial as primary use	1	0.01%	5.01	0.01%
	Offices, Professional and Business Services	25	0.26%	32	0.05%
	Operating Communication, Transportation, and Utility Property of an Interstate or Intercounty Nature	4	0.04%	11	0.02%
Vacant (Res & Non Res)	Vacant - Agricultural Qualified per NRS 361A	2	0.02%	733	1.23%
	Vacant - Commercial	44	0.47%	82	0.14%
	Vacant - Industrial	20	0.21%	186	0.31%
	Vacant - Roads/Easements	2	0.02%	2.10	0.00%
	Vacant - Splinter and Other Unbuildable	8	0.08%	2	0.00%
	Vacant - Multi-Residential	10	0.11%	11	0.02%
	Vacant - Single Family Residential	161	1.71%	313	0.53%
	Undeveloped	1419	15.0%	5151	8.52%

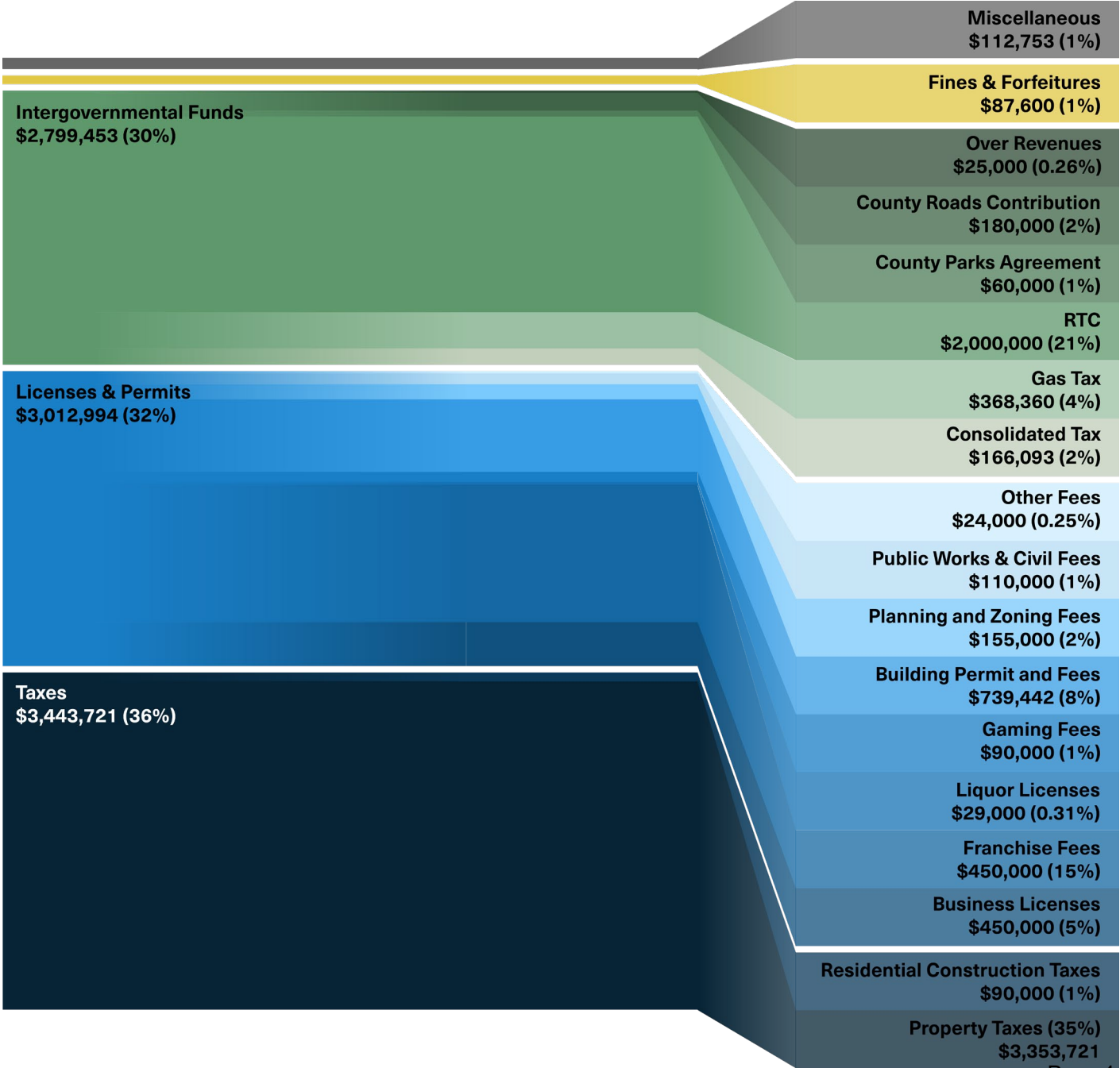
POPULATION AND GROWTH PATTERN TAKEAWAYS

- ✓ While Fernley's city limit area is large, the actual development footprint is fairly compact.
- ✓ Fernley's population density (people per acre) for the city limit area (0.19 people/acre) is significantly lower than other benchmark communities and national averages. The density in the city's developed properties (3.47 ppl/ac) is a more accurate representation for Fernley, given that much of the city limits is either undeveloped and unserved property or exempt parcels.
- ✓ The city appears to have done a good job of building out properties with existing public services and infrastructure prior to expanding infrastructure to undeveloped areas.

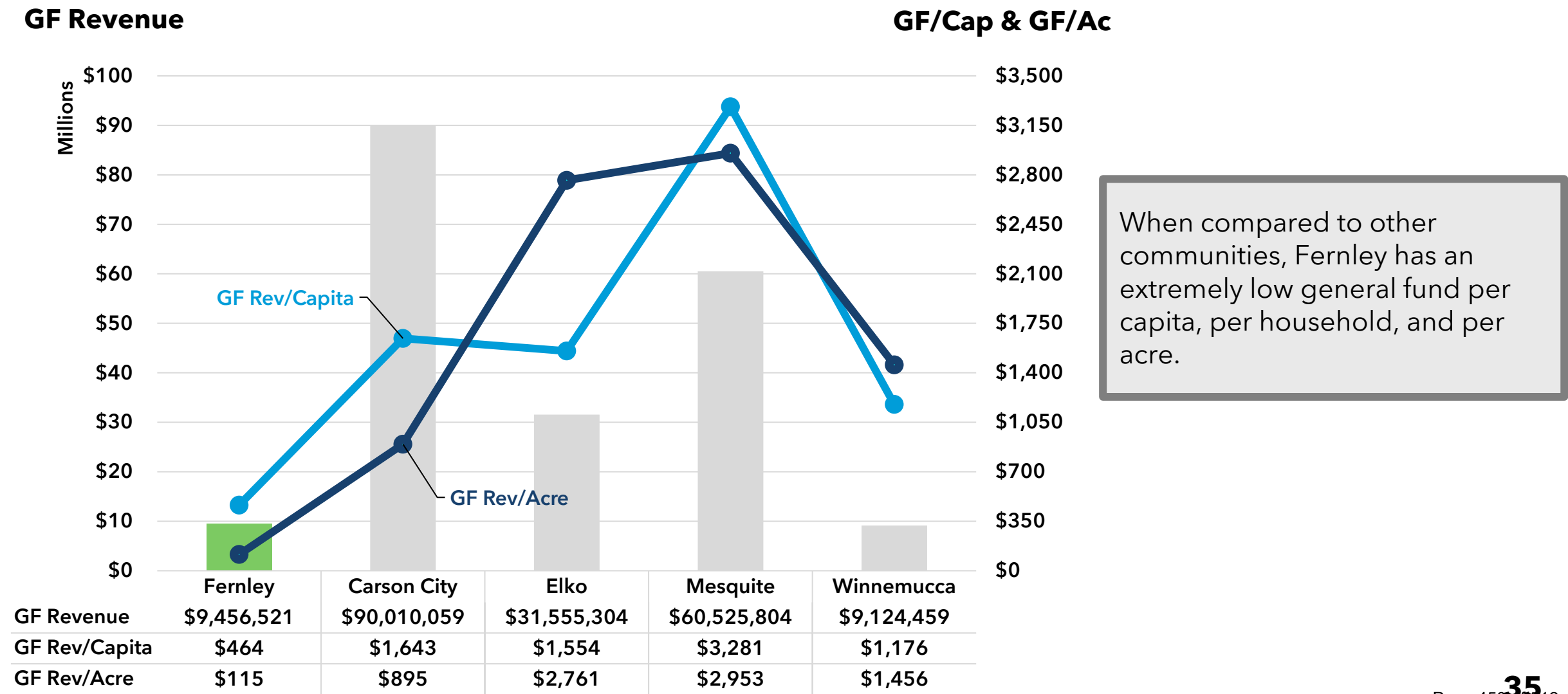
GENERAL FUND REVENUE (FY 20/21)

Property tax makes up only **35%** of Fernley's overall General Fund revenue

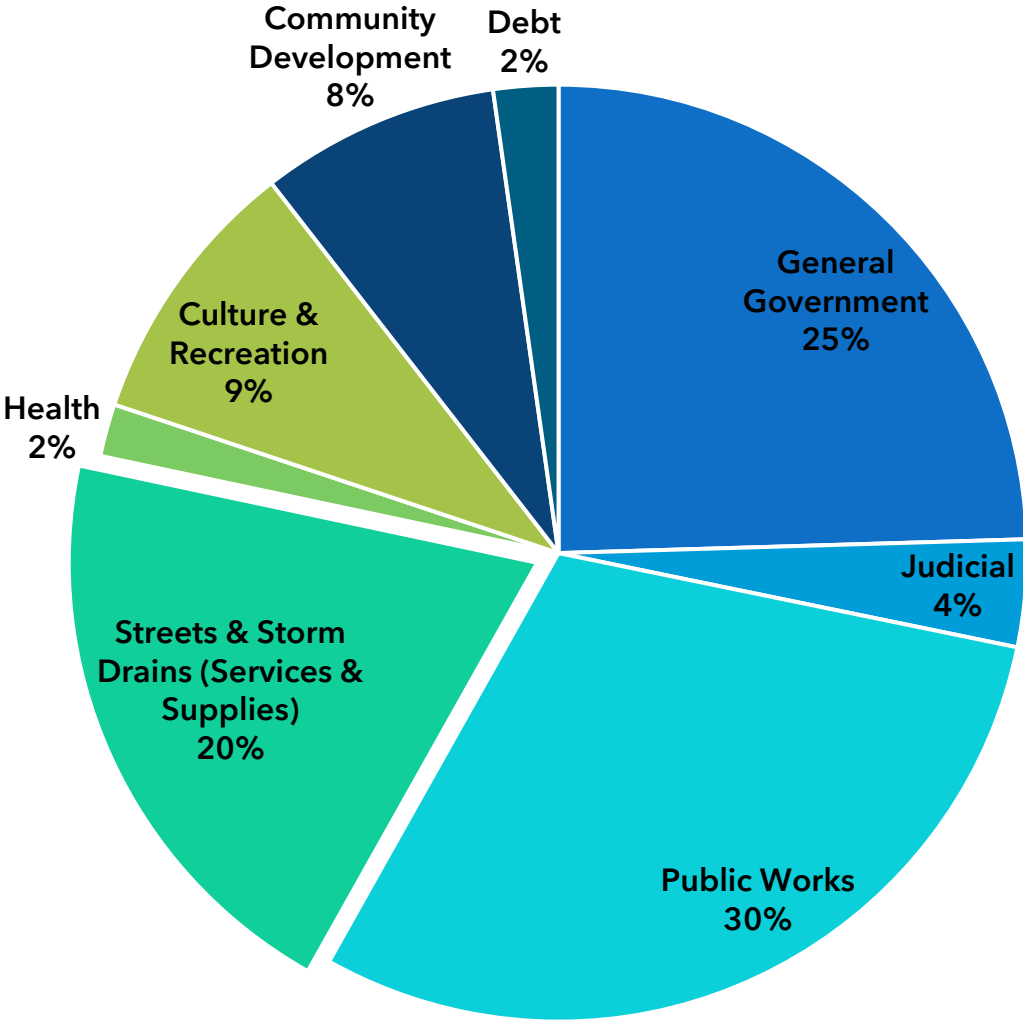
Full (unabated) property tax value in Fernley is \$6,237,066 but a **\$2,904,310 abatement (46.6%) lowers the actual revenue collected to \$3,353,721**



GENERAL FUND COMPARISON



GENERAL FUND EXPENDITURES (FY 20/21 BUDGET)

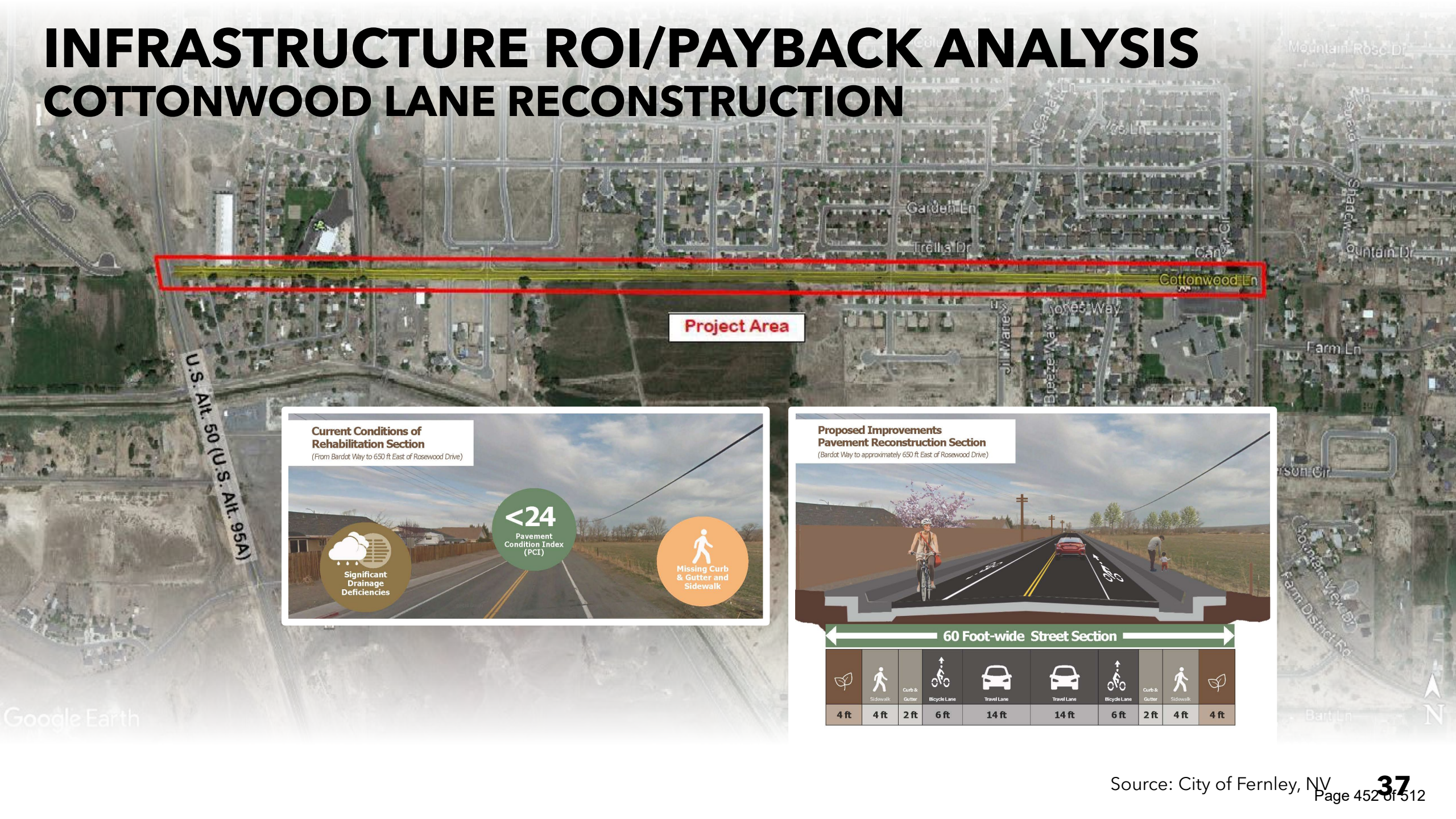


	General Government	\$2,516,865
	Judicial	\$379,188
	Public Works	\$3,070,196
	Streets & Storm Drains	\$2,071,000
	Health	\$185,559
	Culture & Recreation	\$960,249
	Community Development	\$848,093
	Debt	\$229,682

\$2.07M (20%) of Fernley's General Fund Expenditures is allocated to Street & Storm Drains Services

INFRASTRUCTURE ROI/PAYBACK ANALYSIS

COTTONWOOD LANE RECONSTRUCTION



Current Conditions of Rehabilitation Section
(From Bardot Way to 650 ft East of Rosewood Drive)

<24
Pavement Condition Index (PCI)

Significant Drainage Deficiencies

Missing Curb & Gutter and Sidewalk

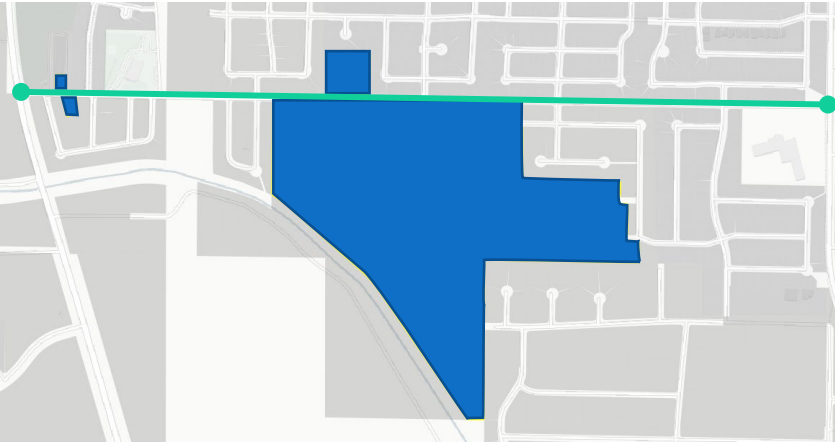
Proposed Improvements Pavement Reconstruction Section
(Bardot Way to approximately 650 ft East of Rosewood Drive)

60 Foot-wide Street Section

4 ft	4 ft	2 ft	6 ft	14 ft	14 ft	6 ft	2 ft	4 ft	4 ft

INFRASTRUCTURE ROI/PAYBACK ANALYSIS

COTTONWOOD LANE RECONSTRUCTION



Length: 1.27 Miles
Average width: 60 Feet
Total spent: \$2,888,945 (CIP)
(Engr / ROW Services + Water Line + Sanitary Sewer Line)

Property tax collected from adjacent parcels: \$9,083 / year
(Addressed to Cottonwood)

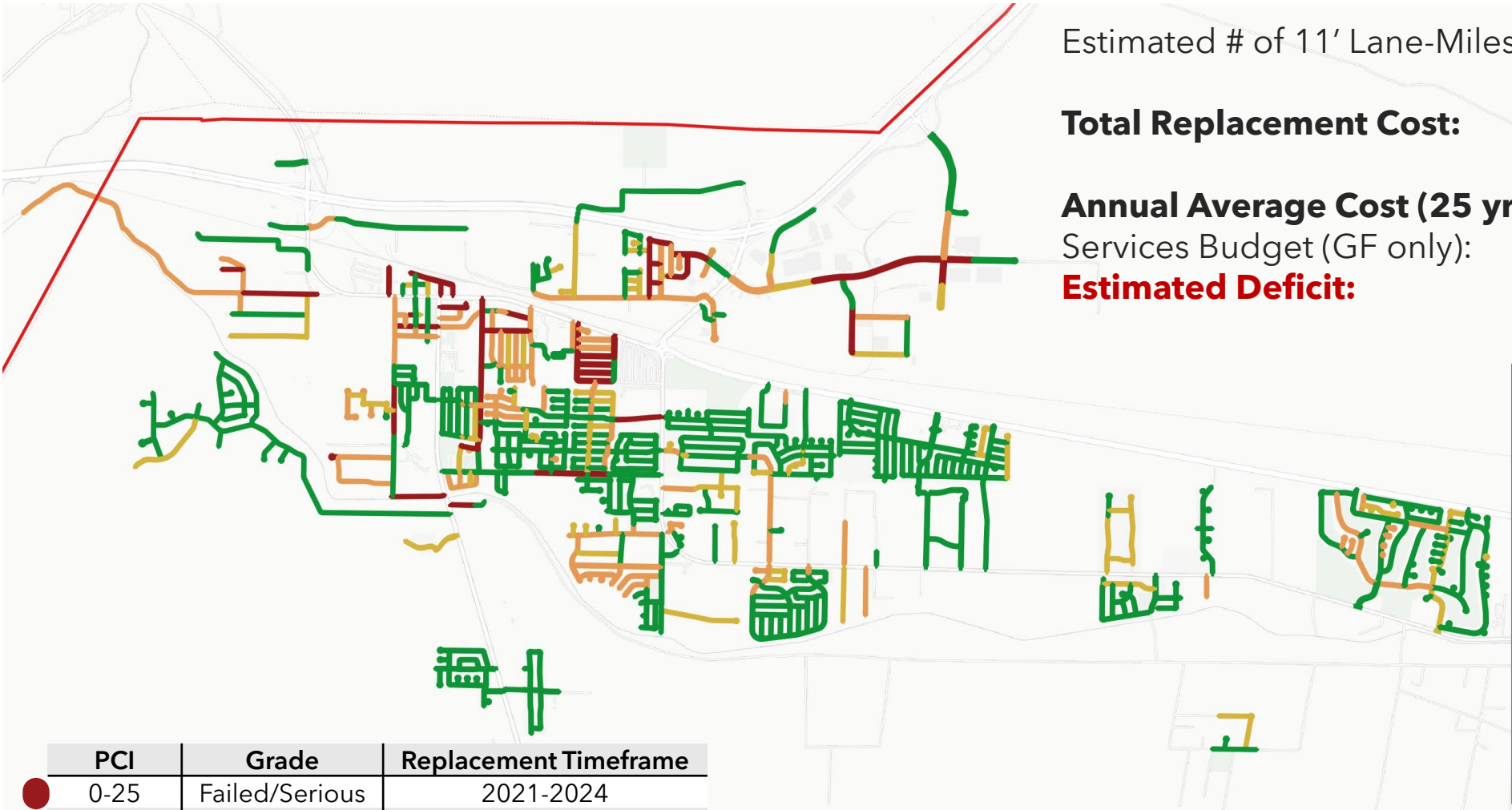


The Infrastructure Funding Gap

If 100% of the property tax revenue collected from adjacent parcels was dedicated to this project, it would take **318 Years** to pay off the investment, over **12x** the entire life of the project.

When development adjacent to public streets does not generate enough property tax revenue to cover the street costs, the difference has to be made up with other funding sources. However, even with funds from sales tax and other sources, there is not enough to cover all of the streets, so many are or will get deferred to future years.

UNFUNDED FUTURE STREET REPLACEMENT COSTS



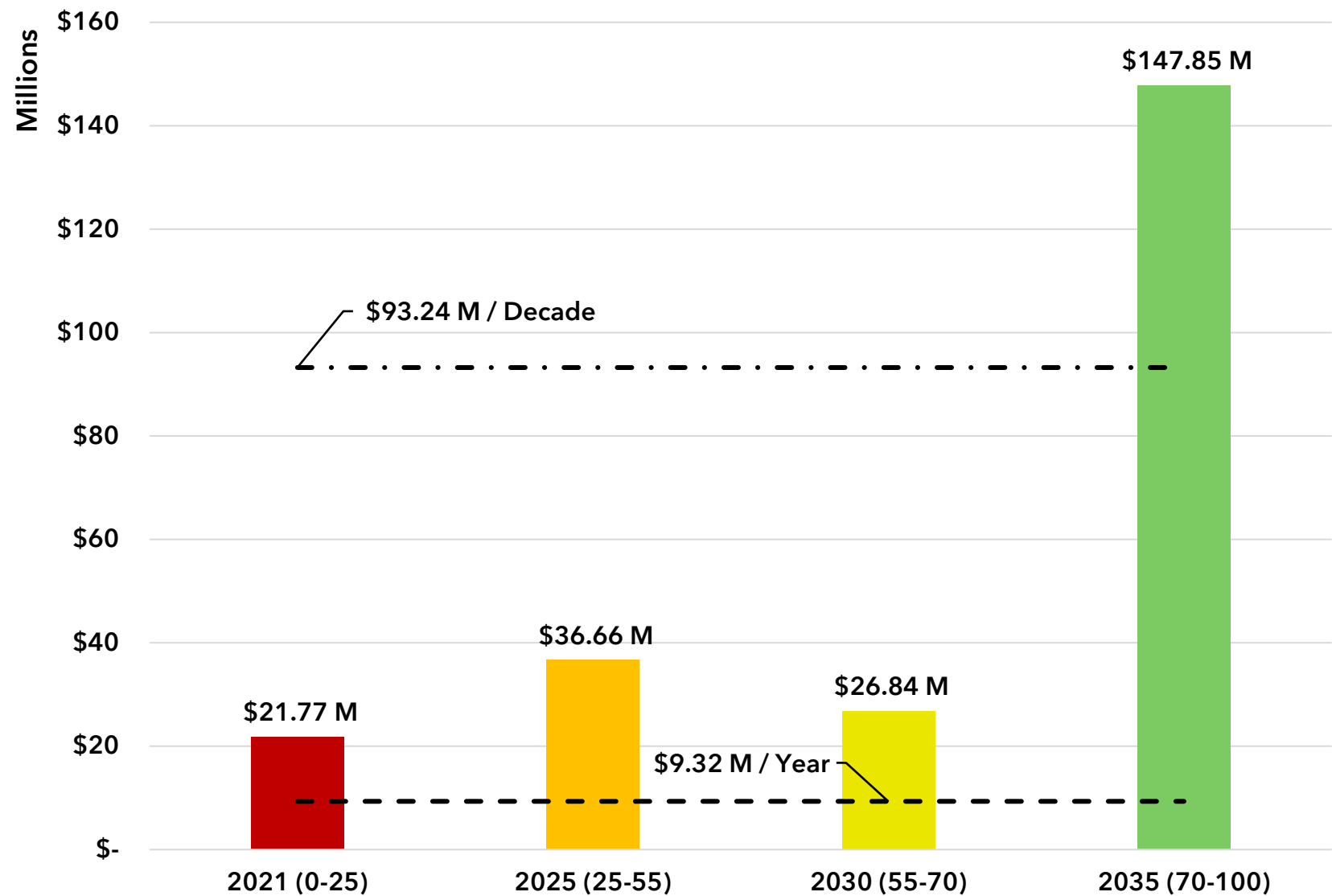
Estimated # of 11' Lane-Miles: 466.2 ln-mi
x \$500,000 / ln-mi
Total Replacement Cost: \$233,109,737

Annual Average Cost (25 yrs): \$9.32M/year
Services Budget (GF only): \$2.07M/year
Estimated Deficit: \$7.25M/year

In order to have the money needed to pay for reconstructing existing streets when they reach the end of their life cycle, **Fernley needs to be saving/spending roughly \$9.3M per year on top of preventative maintenance expenditures.**

PCI	Grade	Replacement Timeframe
0-25	Failed/Serious	2021-2024
25-55	Poor/Very Poor	2025-2029
55-70	Fair	2030-2034
70-100	Good	2035 +

PROJECTED STREET REPLACEMENT COSTS



Replacement Cost by Condition/Year

2021 (0-25)	\$21,766,942
2025 (25-55)	\$36,655,436
2030 (55-70)	\$26,837,073
2035 (70-100)	\$147,850,284
TOTAL	\$233,109,737

The estimated total replacement cost of Fernley’s current streets is \$233 million. Of this, roughly 64% is in good condition and shouldn’t require replacement until 2035 or later.

25% of the city’s street are in failed or poor condition and will require significant repairs or full replacement within the next 5-10 years.

ESTIMATED ABATED LEVY/ACRE TO BREAK EVEN CITY LIMIT AREA EXCLUDING EXEMPT PARCELS

Current Property Tax Revenue per Acre (Citywide Area)
 $\$3,347,709$ (Levy Revenue) / $58,160$ Acres =
\$ 58/Acre

Annual Street Cost Deficit per Acre (Citywide Area)
 $\$9,324,389$ (Annual Street Cost) / $58,160$ Acres =
\$ 160/Acre

Break-Even Property Tax Revenue per Acre (Citywide Avg)
 $\$58$ (Current) + $\$160$ (Street Deficit/Acre) =
\$217/Acre

Break-Even General Fund per Acre (Citywide Average)
 $\$217/\text{Acre}$ / 35% of GF from prop tax =
\$620/Acre

In FY20/21, Fernley collected \$3,347,709 in property tax revenue after abatements.

Under these conditions, the City needs to generate approximately **\$220/acre in property tax revenue citywide** to cover current general fund services and replacement of existing streets. This is \$168/acre more than you are currently generating (\$58/acre).

ESTIMATED ABATED LEVY/ACRE TO BREAK EVEN DEVELOPED PARCELS ONLY

Current Property Tax Revenue per Acre (Developed Area)
 $\$3,347,709$ (Levy Revenue) / $6,642$ Acres =
\$ 504/Acre

Annual Street Cost Deficit per Acre (Developed Area)
 $\$9,324,389$ (Annual Street Cost) / $6,642$ Acres =
\$ 1,404/Acre

Break-Even Property Tax Revenue per Acre (Developed Avg)
 $\$504$ (Current) + $\$1,404$ (Street Deficit/Acre) =
\$1,908/Acre

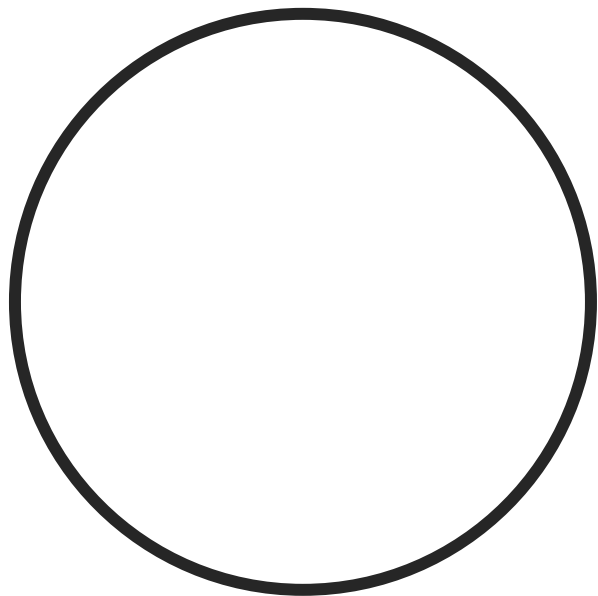
Break-Even General Fund per Acre (Developed Average)
 $\$1,908/\text{Acre}$ / 35% of GF from prop tax =
\$5,457/Acre

In FY20/21, Fernley collected \$3,347,709 in property tax revenue after abatements, the majority from the 6642 acres of developed property in the city.

Under current abatement conditions, the developed properties in the city need to generate approximately **\$1,910/acre in property tax revenue** to cover current general fund services and replacement of existing streets. This is \$1,406/acre more than you are currently generating (\$504/acre).

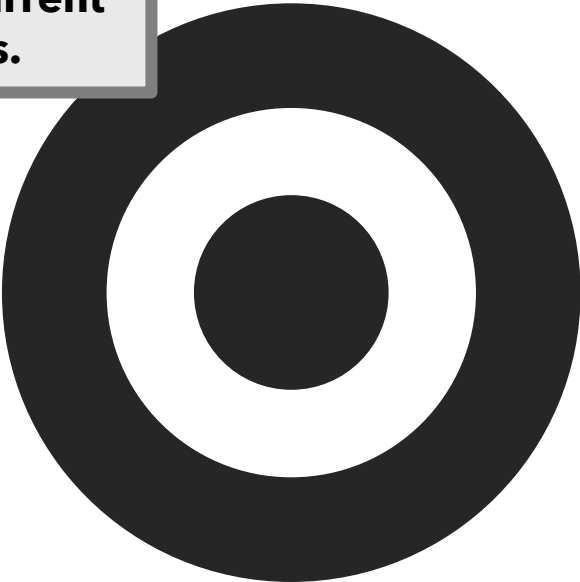
ABATED PROPERTY TAX REVENUE PER ACRE TARGETS

Based on 35% of the General Fund coming from property tax revenue and the current abatement requirements, **Fernley needs to generate an additional \$1400/acre in property tax revenue from developed parts of the city to cover current services and future street replacement costs.**



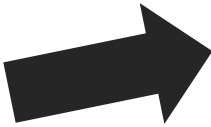
\$500/acre

Current property tax revenue per acre in the developed area of the city



\$1,900/acre

Estimated target to cover current services plus existing street infrastructure liabilities with property tax revenue in the developed area



\$3,000+/acre

Potential future target to sustain and expand city services to larger population and service area

ESTIMATED LEVY/ACRE TO BREAK EVEN DEVELOPED PARCELS ONLY, NO ABATEMENTS

Estimated Property Tax Revenue per Acre w/o Abatements
(Developed Area)

$\$ 6,245,728 \text{ (Levy Revenue)} / 6,642 \text{ Acres} =$
\$ 940/Acre

Additional Property Tax Revenue above Current Abatement
Conditions

$\$ 940/\text{Acre} - \$504/\text{Acre} =$
+ \$436/Acre

In FY20/21, Fernley could have collected approximately \$6.25M in property tax revenue if abatements were not in place.

Under these conditions, the developed properties in the city would generate approximately **\$940/acre in property tax revenue**, \$436/ac more than current conditions with abatements. **If the City had this additional revenue, it would reduce the current deficit of 1,406/acre by roughly a third.**

MAPS AND ANALYSIS CHARTS ABATED TAX VALUES

METHODOLOGY

Level 1: Property Tax Revenue per Acre

Map the existing property tax revenue (levy) per acre basis for all parcels in the city

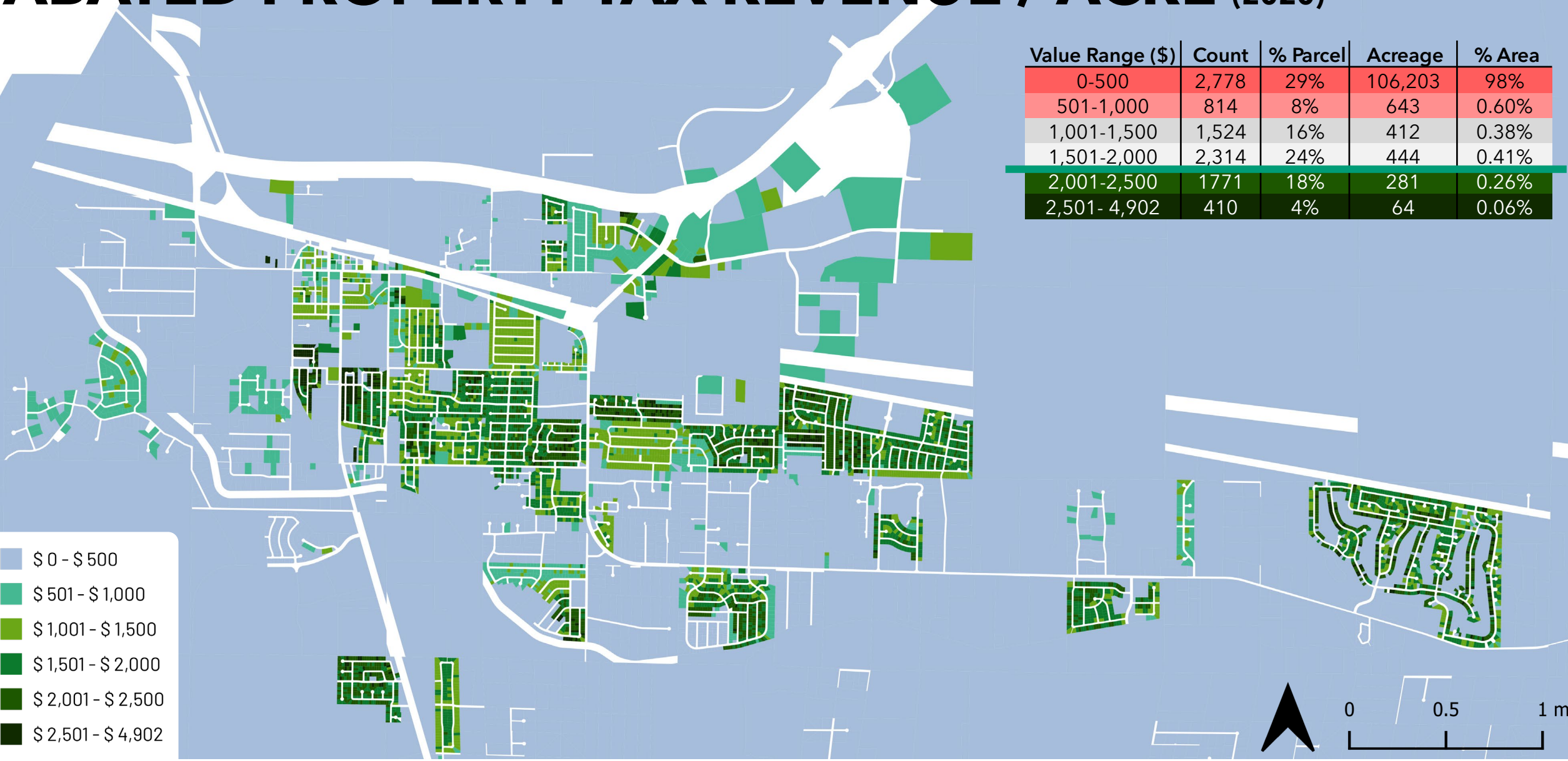
Level 2: Net per Acre - Current Conditions (What You Have Now)

Map existing property tax revenue minus current operating budget costs funded by property taxes

Level 3: Net per Acre - Deficit (What You Really Need)

Adds projected general fund costs and unfunded street replacement costs spread over future years

ABATED PROPERTY TAX REVENUE / ACRE (2020)



**ABATED NET
REVENUE
PER ACRE
(CURRENT BUDGET)**

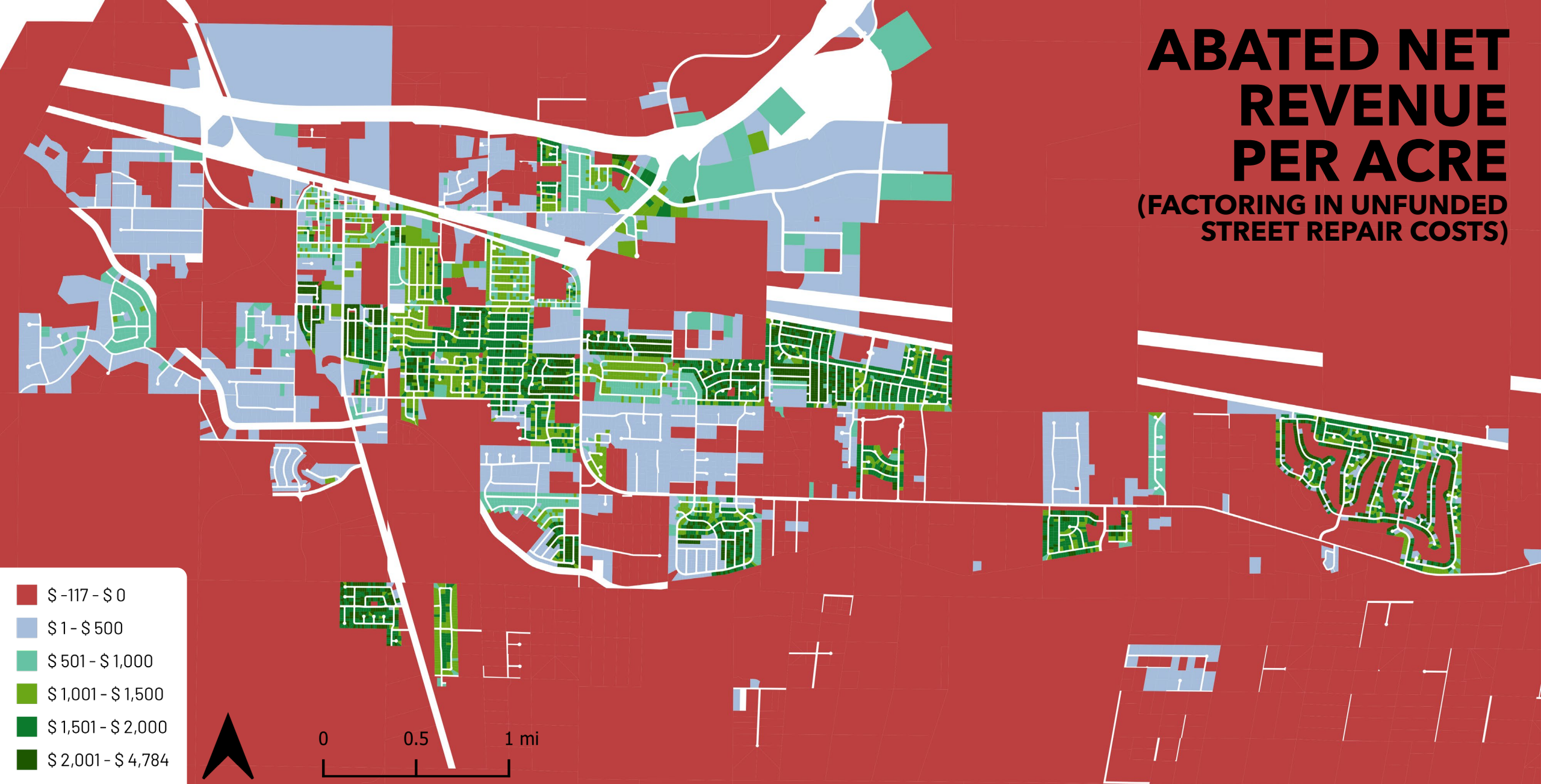
- \$ -31 - \$ 0
- \$ 1 - \$ 500
- \$ 501 - \$ 1,000
- \$ 1,001 - \$ 1,500
- \$ 1,501 - \$ 2,000
- \$ 2,001 - \$ 4,871



0 0.5 1 mi

ABATED NET REVENUE PER ACRE

(FACTORING IN UNFUNDED
STREET REPAIR COSTS)



Land Use Description	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Aggregates, Quarries, etc. - Locally Assessed	\$463	\$6.44		-\$0.18	-\$19
Agricultural Deferred with Improvements but no Residences	\$30	\$0.42		-\$395	-\$1,496
Agricultural Deferred with Multiple Residences	\$1,659	\$8.15	\$216,136	-\$124	-\$491
Agricultural Deferred with Residence	\$379	\$52	\$92,066	-\$343	-\$1,445
Casino or Hotel Casino	\$14,199	\$837	\$1,522,052	\$441	-\$660
Commercial Common Area	\$4,124	\$754		\$359	-\$742
Commercial Industrial - retail or office use combined with Industrial use	\$44,303	\$566	\$4,445,054	\$171	-\$930
Commercial Living Accommodations	\$9,024	\$1,395	\$1,206,674	\$1,000	-\$101
Commercial Recreation	\$38,785	\$63		\$7.88	-\$11
Commercial with Minor Improvements	\$7,672	\$225		-\$171	-\$1,272
Communication, Transportation, and Utility Property of a Local Nature	\$31,245	\$121		\$114	\$96
Duplex	\$7,386	\$1,506	\$108,473	\$1,111	\$9.44
Five or More Units - Low Rise	\$20,429	\$824	\$569,279	\$429	-\$673
General Commercial	\$144,587	\$657	\$616,765	\$266	-\$822
General Industrial - light industry, trucking and warehousing, service, repair, etc.	\$252,694	\$510	\$3,061,240	\$118	-\$973
Golf Course	\$15	\$1.12		-\$394	-\$1,496
Heavy Industrial	\$1,311	\$61	\$368,460	-\$334	-\$1,435
Individual Residential Unit in a Multiple Unit Building - Condominium	\$7,558	\$1,322	\$68,694	\$926	-\$175
Industrial with Minor Improvements	\$52	\$456		\$60	-\$1,041
Manufactured Home Converted to Real Property	\$104,162	\$168	\$48,916	-\$45	-\$638
Manufactured Home Park - Ten or More Manufactured Home Units	\$8,291	\$135	\$19,894	-\$261	-\$1,362
Mixed Use with Commercial as primary use			\$426,030	-\$395	-\$1,497
Multi-Family Residential with Minor Improvements	\$2,044	\$103		-\$293	-\$1,394
Offices, Professional and Business Services	\$11,371	\$356	\$209,804	-\$39	-\$1,137
Operating Communication, Transportation, and Utility Property of an Interstate or Intercounty Nature				-\$395	-\$1,497
Personal Property Manufactured Home	\$32,302	\$122	\$10,499	-\$162	-\$952
Single Family Residence	\$2,301,491	\$723	\$149,968	\$465	-\$252
Single Family Residential Common Area				-\$395	-\$1,497
Single Family Residential with Minor Improvements	\$5,329	\$28	\$9,874	-\$47	-\$258
Single Family Residential with Minor Improvements - No livable structures	\$178	\$30		-\$366	-\$1,467
Three to Four Units	\$45,174	\$2,746	\$228,804	\$2,350	\$1,249
Two Single Family Units	\$6,159	\$64	\$82,638	-\$183	-\$874
Vacant - Agricultural Qualified per NRS 361A	\$412	\$0.56		-\$433	-\$578
Vacant - Commercial	\$17,784	\$217		-\$161	-\$1,216
Vacant - Industrial	\$4,056	\$22		-\$50	-\$250
Vacant - Multi-Residential	\$2,762	\$249		-\$146	-\$1,247
Vacant - Roads/Easements	\$52	\$25		-\$371	-\$1,472
Vacant - Single Family Residential	\$18,386	\$59	\$1,121	-\$36	-\$299
Vacant - Splinter and Other Unbuildable	\$42	\$21		-\$248	-\$995
Undeveloped	\$449,619	\$8.73	\$6,363	-\$93	-\$186

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Agricultural Deferred with Multiple Residences	All	\$1,659	\$8.15	\$216,136	-\$124	-\$491
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$1,659	\$8.15	\$216,136	-\$124	-\$491
Agricultural Deferred with Residence	All	\$379	\$52	\$92,066	-\$343	-\$1,445
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$379	\$52	\$92,066	-\$343	-\$1,445
Commercial Living Accommodations	All	\$9,024	\$1,395	\$1,206,674	\$1,000	-\$101
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75	\$536	\$1,187	\$127,547	\$792	-\$310
	0.75 - 1.0	\$739	\$973	\$320,147	\$577	-\$524
	> 1.0	\$7,748	\$1,474	\$1,057,443	\$1,079	-\$22
Duplex	All	\$7,386	\$1,506	\$108,473	\$1,111	\$9.44
	0.02 - 0.2	\$4,779	\$1,614	\$112,098	\$1,219	\$118
	0.2 - 0.4	\$2,607	\$1,341	\$101,223	\$946	-\$155
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0					
Five or More Units - Low Rise	All	\$20,429	\$824	\$569,279	\$429	-\$673
	0.02 - 0.2					
	0.2 - 0.4	\$1,371	\$1,469	\$162,055	\$1,073	-\$28
	0.4 - 0.75	\$6,372	\$1,283	\$354,339	\$887	-\$214
	0.75 - 1.0	\$2,670	\$744	\$488,462	\$348	-\$753
	> 1.0	\$10,017	\$655	\$955,880	\$259	-\$842
Individual Residential Unit in a Multiple Unit Building - Condominium	All	\$7,558	\$1,322	\$68,694	\$926	-\$175
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$7,558	\$1,322	\$68,694	\$926	-\$175
Manufactured Home Converted to Real Property	All	\$104,162	\$168	\$48,916	-\$45	-\$638
	0.02 - 0.2	\$16,378	\$1,160	\$37,313	\$765	-\$336
	0.2 - 0.4	\$29,815	\$827	\$46,336	\$431	-\$670
	0.4 - 0.75	\$6,559	\$415	\$50,070	\$20	-\$1,081
	0.75 - 1.0	\$4,291	\$278	\$52,050	-\$92	-\$1,123
	> 1.0	\$47,118	\$87	\$56,717	-\$99	-\$617

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Manufactured Home Park - Ten or More Manufactured Home Units	All	\$8,291	\$135	\$19,894	-\$261	-\$1,362
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$8,291	\$135	\$19,894	-\$261	-\$1,362
Mixed Use with Commercial as primary use	All			\$426,030	-\$395	-\$1,497
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0			\$426,030	-\$395	-\$1,497
Multi-Family Residential with Minor Improvements	All	\$2,044	\$103		-\$293	-\$1,394
	0.02 - 0.2	\$633	\$886		\$491	-\$611
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$1,411	\$74		-\$322	-\$1,423
Personal Property Manufactured Home	All	\$32,302	\$122	\$10,499	-\$162	-\$952
	0.02 - 0.2	\$5,879	\$984	\$1,518	\$588	-\$513
	0.2 - 0.4	\$7,531	\$478	\$2,319	\$83	-\$1,019
	0.4 - 0.75	\$885	\$301		-\$95	-\$1,196
	0.75 - 1.0	\$1,077	\$185		-\$144	-\$1,061
	> 1.0	\$16,932	\$72	\$24,113	-\$199	-\$953
Single Family Residence	All	\$2,301,491	\$723	\$149,968	\$465	-\$252
	0.02 - 0.2	\$1,238,306	\$1,977	\$138,396	\$1,582	\$483
	0.2 - 0.4	\$650,323	\$1,402	\$160,491	\$1,008	-\$92
	0.4 - 0.75	\$76,918	\$820	\$201,815	\$424	-\$677
	0.75 - 1.0	\$25,773	\$461	\$175,639	\$73	-\$1,009
	> 1.0	\$310,171	\$160	\$171,460	-\$11	-\$484
Single Family Residential Common Area	All				-\$395	-\$1,497
	0.02 - 0.2				-\$395	-\$1,497
	0.2 - 0.4					
	0.4 - 0.75				-\$395	-\$1,497
	0.75 - 1.0					
	> 1.0					
Single Family Residential with Minor Improvements	All	\$5,329	\$28	\$9,874	-\$47	-\$258
	0.02 - 0.2				-\$395	-\$1,497
	0.2 - 0.4	\$126	\$458		\$63	-\$1,038
	0.4 - 0.75					
	0.75 - 1.0	\$212	\$249		\$242	\$224
	> 1.0	\$4,991	\$27	\$11,221	-\$49	-\$258

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Single Family Residential with Minor Improvements - No livable structures	All	\$178	\$30		-\$366	-\$1,467
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$178	\$30		-\$366	-\$1,467
Three to Four Units	All	\$45,174	\$2,746	\$228,804	\$2,350	\$1,249
	0.02 - 0.2	\$25,265	\$3,451	\$255,260	\$3,056	\$1,954
	0.2 - 0.4	\$19,133	\$2,332	\$207,321	\$1,936	\$835
	0.4 - 0.75	\$776	\$839	\$69,866	\$444	-\$657
	0.75 - 1.0					
	> 1.0					
Two Single Family Units	All	\$6,159	\$64	\$82,638	-\$183	-\$874
	0.02 - 0.2	\$815	\$1,375	\$45,796	\$980	-\$122
	0.2 - 0.4	\$670	\$754	\$38,249	\$359	-\$742
	0.4 - 0.75	\$157	\$393	\$38,353	-\$2.64	-\$1,104
	0.75 - 1.0	\$238	\$242	\$51,310	-\$153	-\$1,255
	> 1.0	\$4,278	\$46	\$115,014	-\$197	-\$875
Vacant - Multi-Residential	All	\$2,762	\$249		-\$146	-\$1,247
	0.02 - 0.2	\$773	\$933		\$538	-\$563
	0.2 - 0.4	\$725	\$1,032		\$636	-\$465
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$1,264	\$132		-\$263	-\$1,364
Vacant - Single Family Residential	All	\$18,386	\$59	\$1,121	-\$36	-\$299
	0.02 - 0.2	\$5,436	\$498	\$2,653	\$102	-\$999
	0.2 - 0.4	\$2,301	\$328		-\$50	-\$1,101
	0.4 - 0.75	\$154	\$151		-\$244	-\$1,346
	0.75 - 1.0	\$1,523	\$253		-\$143	-\$1,244
	> 1.0	\$8,972	\$31		-\$38	-\$230
Aggregates, Quarries, etc. - Locally Assessed	All	\$463	\$6.44		-\$0.18	-\$19
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$463	\$6		-\$0.18	-\$19
Agricultural Deferred with Improvements but no Residences	All	\$30	\$0.42		-\$395	-\$1,496
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$30	\$0.42		-\$395	-\$1,496

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Casino or Hotel Casino	All	\$14,199	\$837	\$1,522,052	\$441	-\$660
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$14,199	\$837	\$1,522,052	\$441	-\$660
Commercial Common Area	All	\$4,124	\$754		\$359	-\$742
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$4,124	\$754		\$359	-\$742
Commercial Industrial - retail or office use combined with Industrial use	All	\$44,303	\$566	\$4,445,054	\$171	-\$930
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$44,303	\$566	\$4,445,054	\$171	-\$930
Commercial Recreation	All	\$38,785	\$63		\$7.88	-\$11
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$38,785	\$63		\$7.88	-\$11
Commercial with Minor Improvements	All	\$7,672	\$225		-\$171	-\$1,272
	<= .25	\$94	\$389		-\$6	-\$1,107
	0.25 - 0.5	\$739	\$629		\$233	-\$868
	0.5 - 1	\$930	\$455		\$60	-\$1,041
	> 1	\$5,910	\$193		-\$203	-\$1,304
Communication, Transportation, and Utility Property of a Local Nature	All	\$31,245	\$121		\$114	\$96
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$31,245	\$121		\$114	\$96
General Commercial	All	\$144,587	\$657	\$616,765	\$266	-\$822
	<= .25	\$2,949	\$877	\$60,118	\$481	-\$620
	0.25 - 0.5	\$6,119	\$1,285	\$183,415	\$912	-\$127
	0.5 - 1	\$22,776	\$1,132	\$254,683	\$736	-\$365
	> 1	\$112,743	\$588	\$1,270,435	\$197	-\$891
General Industrial - light industry, trucking and warehousing, service, repair, etc.	All	\$252,694	\$510	\$3,061,240	\$118	-\$973
	<= .25	\$283	\$509	\$9,456	\$114	-\$987
	0.25 - 0.5	\$130	\$294	\$35,896	-\$101	-\$1,203
	0.5 - 1	\$841	\$877	\$382,605	\$482	-\$620
	> 1	\$251,439	\$509	\$3,423,663	\$117	-\$973

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Golf Course	All	\$15	\$1.12		-\$394	-\$1,496
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$15	\$1.12		-\$394	-\$1,496
Heavy Industrial	All	\$1,311	\$61	\$368,460	-\$334	-\$1,435
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$1,311	\$61	\$368,460	-\$334	-\$1,435
Industrial with Minor Improvements	All	\$52	\$456		\$60	-\$1,041
	<= .25	\$52	\$456		\$60	-\$1,041
	0.25 - 0.5					
	0.5 - 1					
	> 1					
Offices, Professional and Business Services	All	\$11,371	\$356	\$209,804	-\$39	-\$1,137
	<= .25	\$5,659	\$2,950	\$172,770	\$2,571	\$1,513
	0.25 - 0.5	\$2,369	\$1,636	\$246,106	\$1,240	\$139
	0.5 - 1	\$1,158	\$781	\$139,286	\$386	-\$716
	> 1	\$2,185	\$81	\$522,508	-\$315	-\$1,416
Operating Communication, Transportation, and Utility Property of an Interstate or Intercounty Nature	All				-\$395	-\$1,497
	<= .25					
	0.25 - 0.5				-\$395	-\$1,497
	0.5 - 1					
	> 1				-\$395	-\$1,497

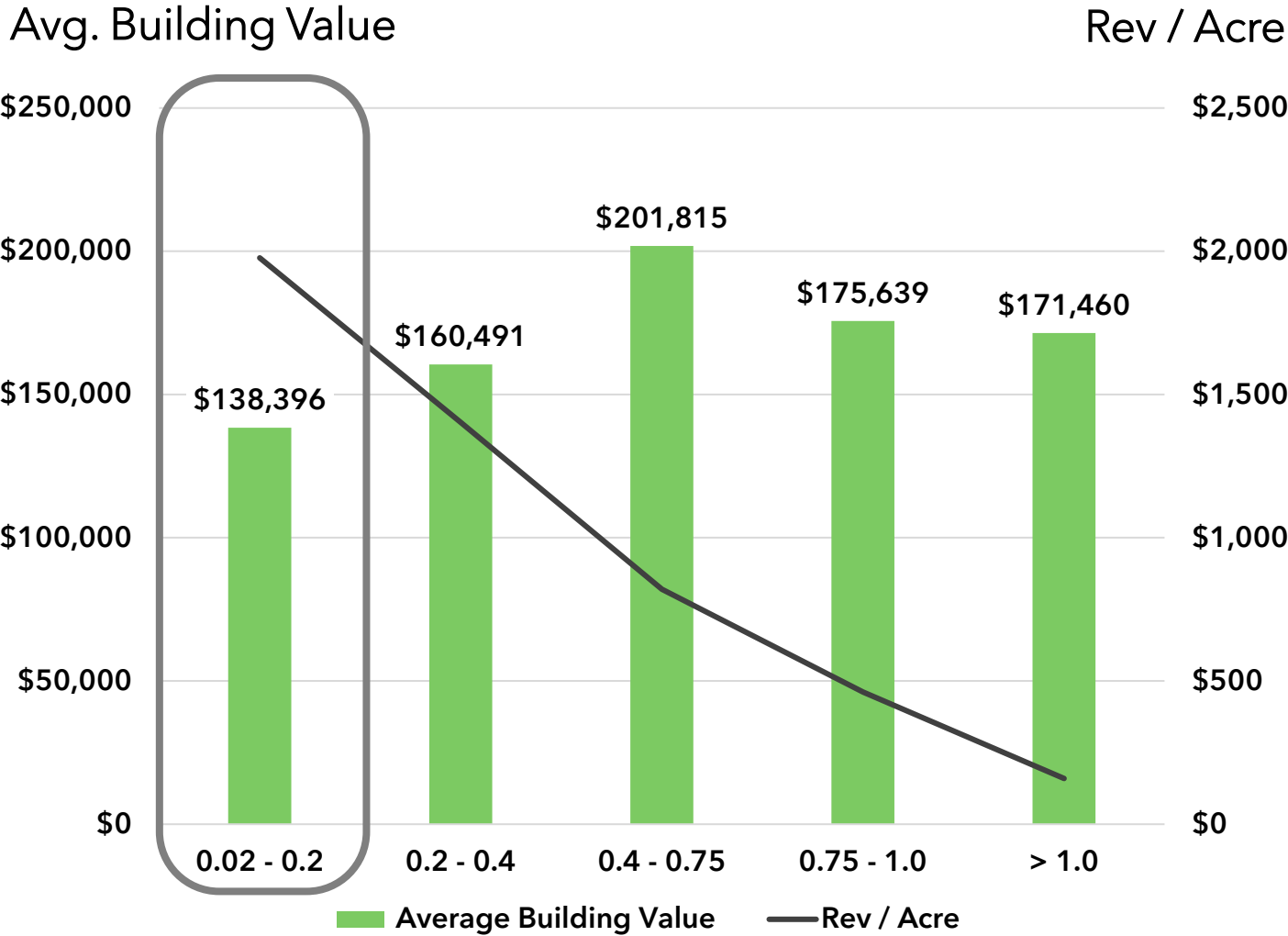
Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Vacant - Agricultural Qualified per NRS 361A	All	\$412	\$0.56		-\$433	-\$578
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$412	\$0.56		-\$433	-\$578
Vacant - Commercial	All	\$17,784	\$217		-\$161	-\$1,216
	<= .25	\$569	\$558		\$163	-\$939
	0.25 - 0.5	\$1,683	\$580		\$185	-\$917
	0.5 - 1	\$3,681	\$415		\$46	-\$984
	> 1	\$11,851	\$172		-\$207	-\$1,263
Vacant - Industrial	All	\$4,056	\$22		-\$50	-\$250
	<= .25	\$36	\$234		-\$161	-\$1,263
	0.25 - 0.5	\$211	\$242		-\$154	-\$1,255
	0.5 - 1	\$132	\$68		-\$328	-\$1,429
	> 1	\$3,678	\$20		-\$46	-\$231
Vacant - Roads/Easements	All	\$52	\$25		-\$371	-\$1,472
	<= .25					
	0.25 - 0.5					
	0.5 - 1	\$51	\$86		-\$309	-\$1,410
	> 1	\$1.26	\$0.84		-\$395	-\$1,496
Vacant - Splinter and Other Unbuildable	All	\$42	\$21		-\$248	-\$995
	<= .25	\$34	\$50		-\$311	-\$1,315
	0.25 - 0.5	\$6.32	\$8.72		-\$387	-\$1,488
	0.5 - 1	\$1.26	\$2.13		-\$4.49	-\$23
	> 1					
Undeveloped	All	\$449,619	\$8.73	\$6,363	-\$93	-\$186

BUILDING VALUE VS. ABATED REVENUE/ACRE

SINGLE FAMILY

The same single-family homes that provide the **highest value** to the city are also the **most affordable homes for residents**. Additionally, these homes sit on your most modestly sized lots.

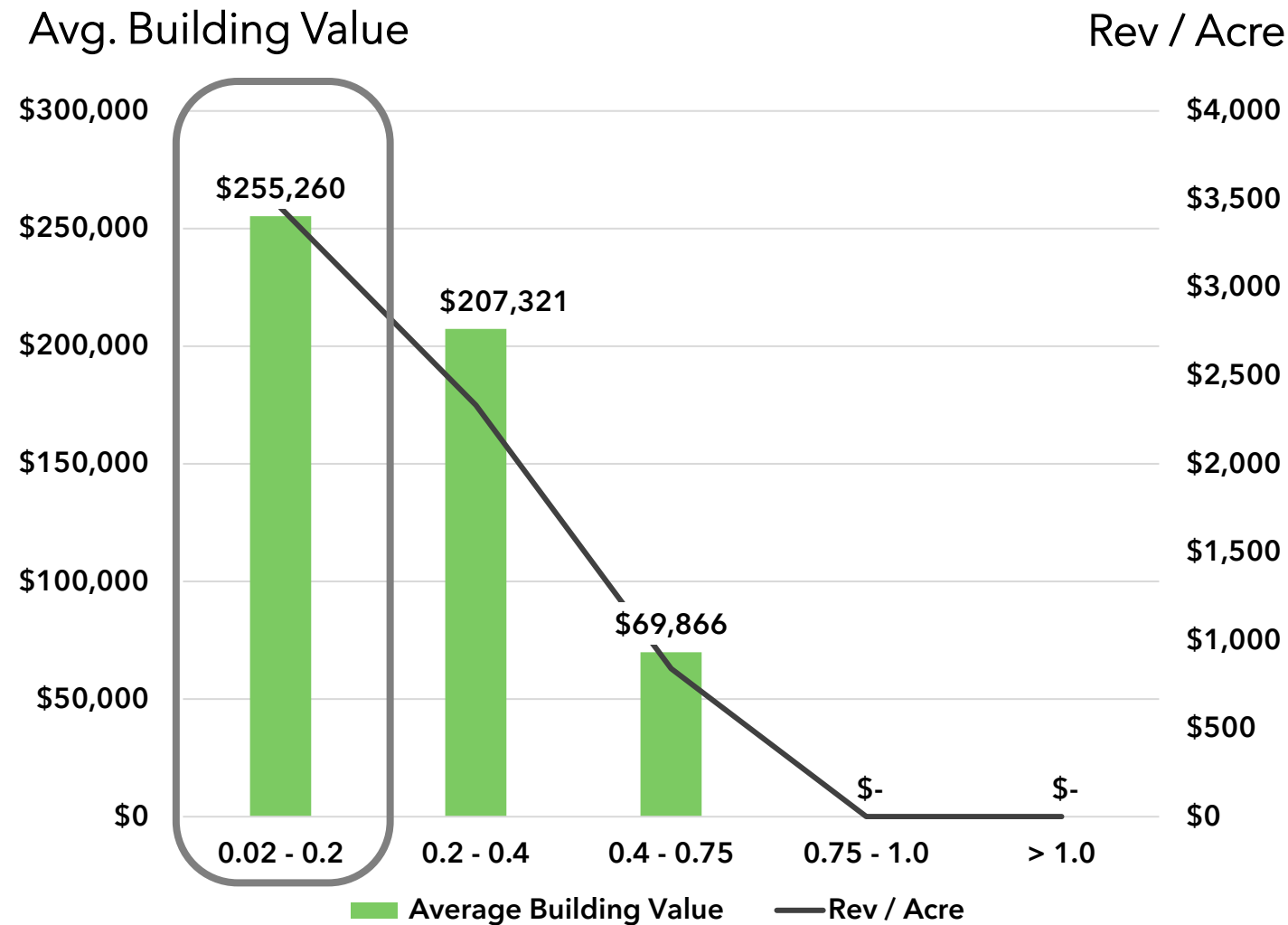
Acreage	Rev / Acre	Average Building Value
0.02 - 0.2	\$1,977	\$138,396
0.2 - 0.4	\$1,402	\$160,491
0.4 - 0.75	\$820	\$201,815
0.75 - 1.0	\$461	\$175,639
> 1.0	\$160	\$171,460



BUILDING VALUE VS. ABATED REVENUE/ACRE

TRI-PLEX / QUADPLEX

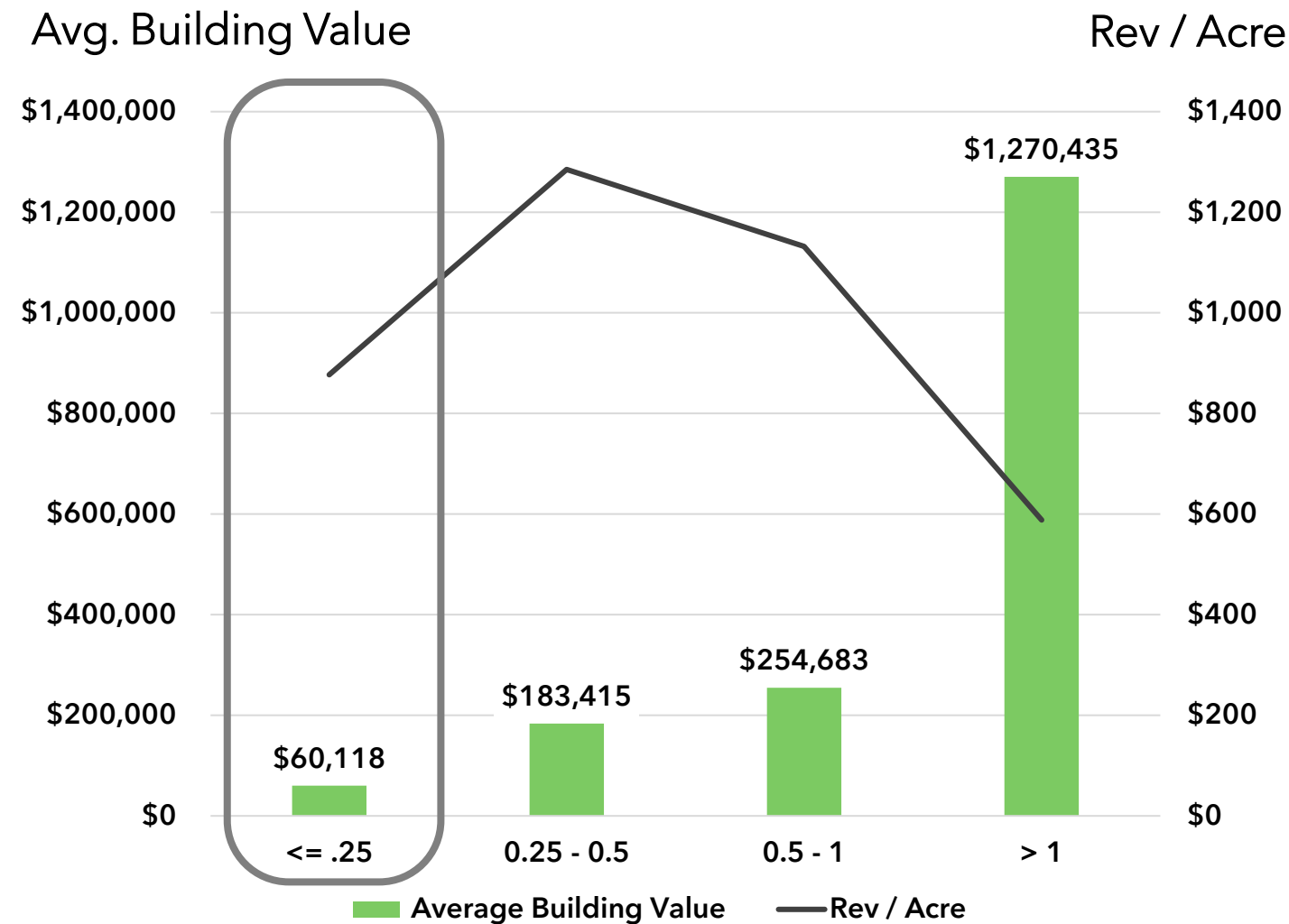
Acreage	Rev / Acre	Average Building Value
0.02 - 0.2	\$3,451	\$255,260
0.2 - 0.4	\$2,332	\$207,321
0.4 - 0.75	\$839	\$69,866
0.75 - 1.0	-	-
> 1.0	-	-



BUILDING VALUE VS. ABATED REVENUE/ACRE

GENERAL COMMERCIAL

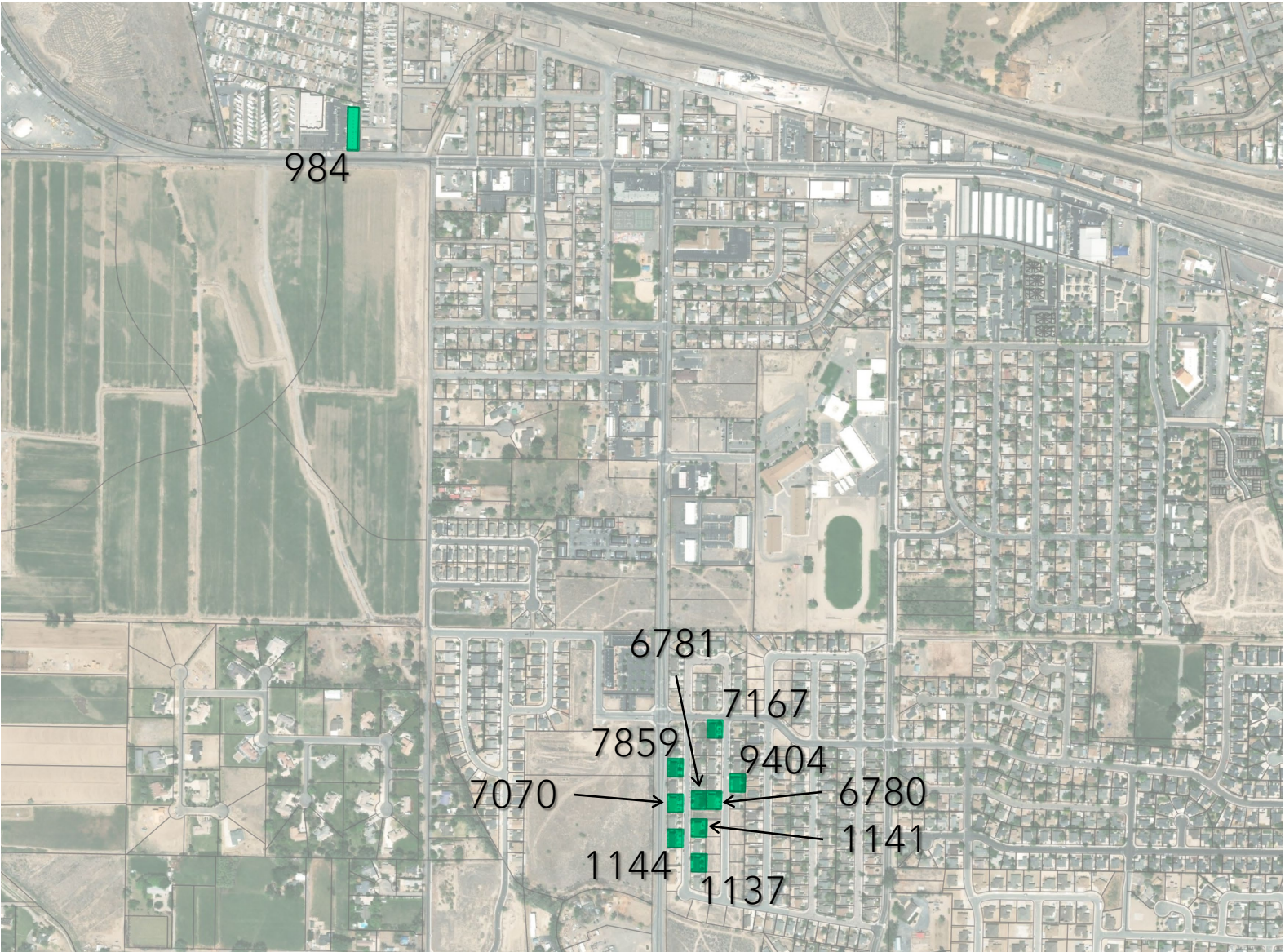
Acreage	Rev / Acre	Average Building Value
<= .25	\$877	\$60,118
0.25 - 0.5	\$1,285	\$183,415
0.5 - 1	\$1,132	\$254,683
> 1	\$588	\$1,270,435



HIGHEST PERFORMING PROPERTIES

(NET REVENUE/ACRE FACTORING IN UNFUNDED STREET REPAIR COSTS)

Object ID	Address	Land Use Category	Net Rev/Acre (B+S)
984	460 W Main St	General Commercial	\$2,627
1144	780 Sunny Ln	Three to Four Units	\$2,564
1137	835 Sunny Ln	Three to Four Units	\$2,541
1141	775 Sunny Ln	Three to Four Units	\$2,541
7167	610 Starlite Dr	Three to Four Units	\$2,498
7859	660 Sunny Ln	Three to Four Units	\$2,480
7070	720 Sunny Ln	Three to Four Units	\$2,479
6780	730 Starlite Dr	Three to Four Units	\$2,459
9404	695 Starlite Dr	Three to Four Units	\$2,458
6781	715 Sunny Ln	Three to Four Units	\$2,458



460 W MAIN STREET

General Commercial

0.336 ACRES



Prop Tax Rev:

\$1,385

Prop Tax Rev/Acre:

\$4,124/Acre

Net Rev/Acre:

\$3,728/Acre

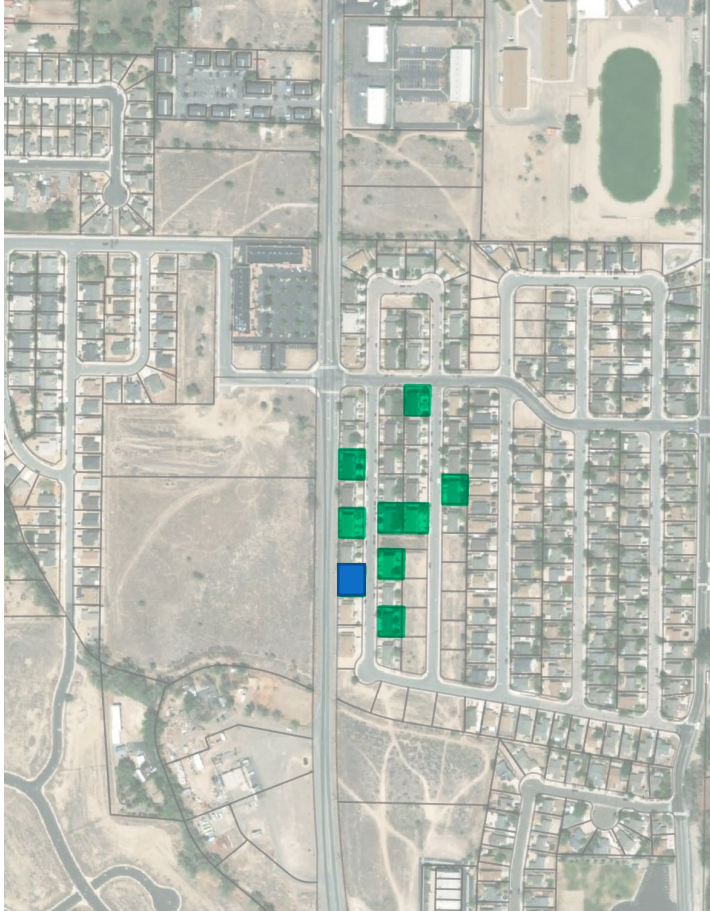
Net Rev/Acre (factoring in unfunded street costs):

\$2,627/Acre

780 SUNNY LANE

Three to Four Units

0.195 ACRES



Prop Tax Rev:

\$793

Prop Tax Rev/Acre:

\$4,061/Acre

Net Rev/Acre:

\$3,665/Acre

Net Rev/Acre (factoring in unfunded street costs):

\$2,564/Acre

CLOSING THE GAP WITH INFILL DEVELOPMENT

285 Season Drive - 0.14 Acres

2020

An aerial photograph from Google Maps showing a residential street intersection. A vacant lot, outlined in green, is situated at the corner of Season Drive and Winter Place. The surrounding area is filled with houses and parked cars.

Assessed Value - \$18,375
Prop Tax Revenue - \$66
Revenue/Acre - \$479

Google Maps

641 Winter Place - 0.14 Acres

2020

A ground-level photograph of a modern, single-story house with light-colored siding and a large white garage door. A large evergreen tree is on the left, and a gravel driveway leads to the garage.

Assessed Value - \$89,766
Prop Tax Revenue - \$324
Revenue/Acre - \$2,273

Revenue/Acre Difference
+\$1,794

Zillow

INCREASING VALUE THROUGH INFILL



Developed Neighbor Lot (0.20 ac)

Net Rev/Ac =
\$3,431/acre

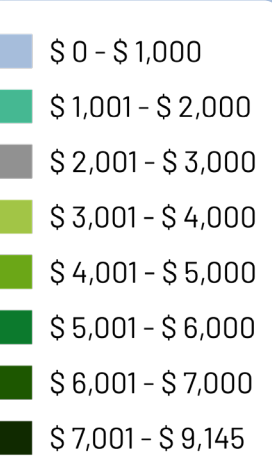


Vacant Neighbor Lot (0.20 ac)

Net Rev/Ac =
\$1,479/acre

MAPS AND ANALYSIS CHARTS PREABATED

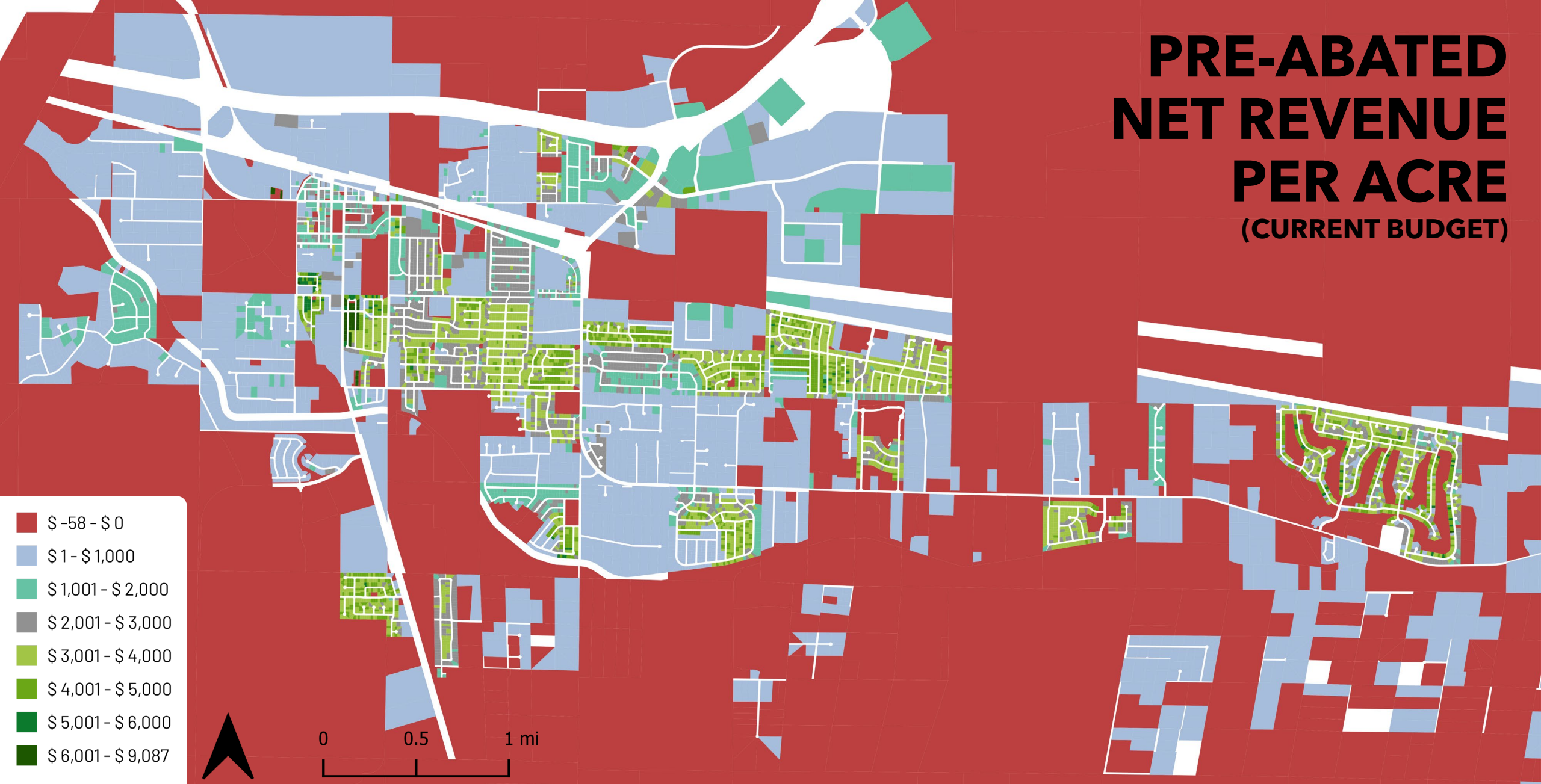
PRE-ABATED PROPERTY TAX REVENUE / ACRE (2020)



Value Range (\$)	Count	% Parcel	Acreage	% Area
0-1,000	2,849	30%	106,305	98%
1,001-2,000	912	9.5%	591	0.55%
2,001-3,000	1,701	18%	449	0.42%
3,001-4,000	2,717	28%	475	0.44%
4,001-5,000	1,270	13%	200	0.19%
5,001-6,000	109	1.1%	17	0.02%
6,001-7,000	10	0.10%	2.3	0.002%
7,001- 9,145	43	0.45%	7.1	0.007%

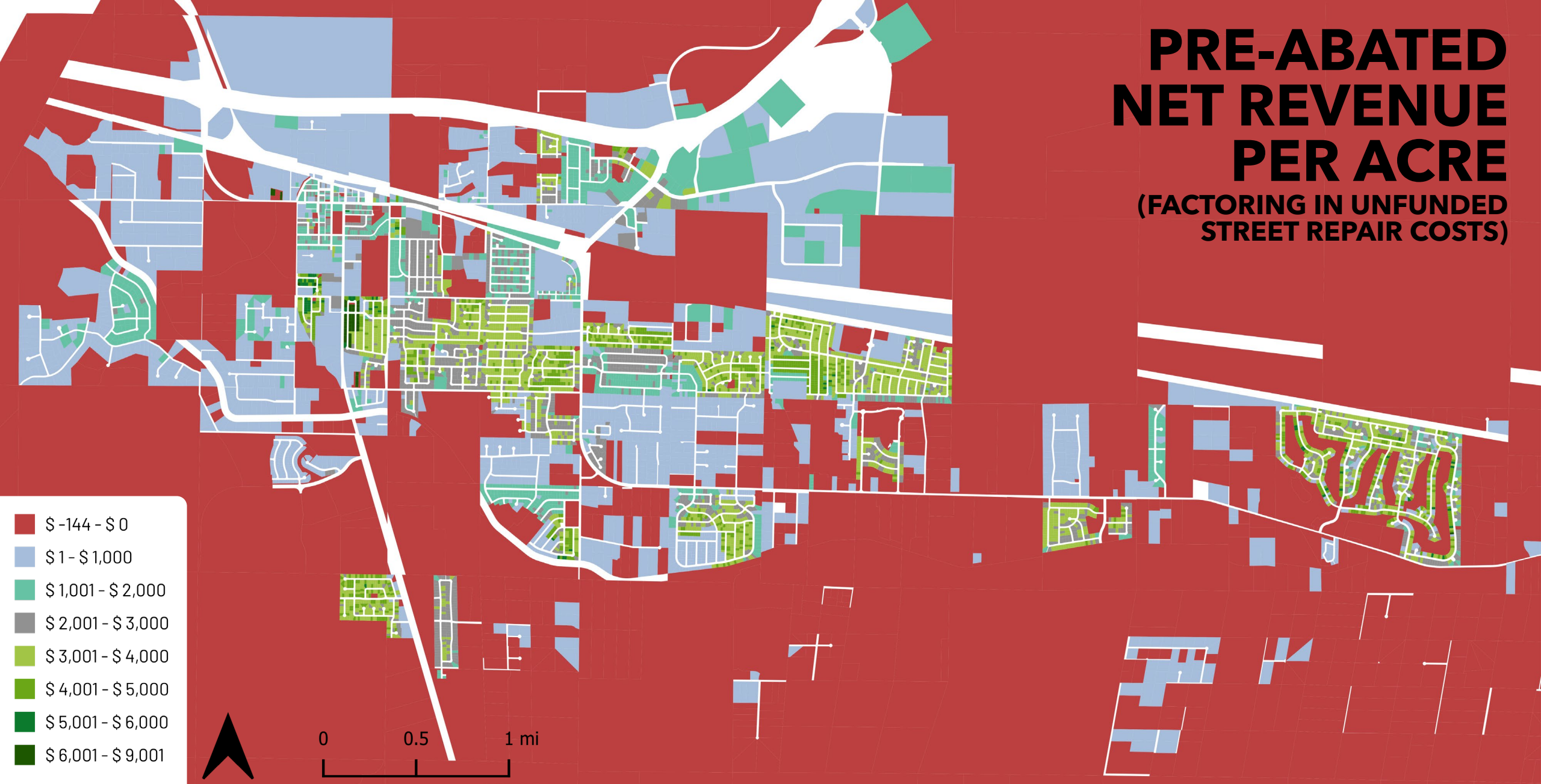


PRE-ABATED NET REVENUE PER ACRE (CURRENT BUDGET)



PRE-ABATED NET REVENUE PER ACRE

(FACTORING IN UNFUNDED
STREET REPAIR COSTS)



Land Use Description	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Aggregates, Quarries, etc. - Locally Assessed	\$863	\$12		-\$43	-\$61
Agricultural Deferred with Improvements but no Residences	\$56	\$0.79		-\$737	-\$1,838
Agricultural Deferred with Multiple Residences	\$3,096	\$15	\$216,136	-\$260	-\$627
Agricultural Deferred with Residence	\$706	\$97	\$92,066	-\$641	-\$1,742
Casino or Hotel Casino	\$26,491	\$1,561	\$1,522,052	\$823	-\$278
Commercial Common Area	\$7,695	\$1,407		\$670	-\$432
Commercial Industrial - retail or office use combined with Industrial use	\$82,654	\$1,057	\$4,445,054	\$319	-\$782
Commercial Living Accommodations	\$16,835	\$2,603	\$1,206,674	\$1,866	\$764
Commercial Recreation	\$38,785	\$63		\$8	-\$11
Commercial with Minor Improvements	\$14,313	\$419		-\$318	-\$1,420
Communication, Transportation, and Utility Property of a Local Nature	\$58,293	\$225		\$170	\$152
Duplex	\$13,780	\$2,810	\$108,473	\$2,072	\$971
Five or More Units - Low Rise	\$38,114	\$1,538	\$569,279	\$800	-\$302
General Commercial	\$269,752	\$1,226	\$616,765	\$497	-\$592
General Industrial - light industry, trucking and warehousing, service, repair, etc.	\$471,445	\$951	\$3,061,240	\$220	-\$871
Golf Course	\$27	\$2.09		-\$3,280	-\$4,381
Heavy Industrial	\$2,446	\$115	\$368,460	-\$623	-\$1,724
Individual Residential Unit in a Multiple Unit Building - Condominium	\$14,101	\$2,466	\$68,694	\$1,729	\$627
Industrial with Minor Improvements	\$98	\$850		\$113	-\$989
Manufactured Home Converted to Real Property	\$194,332	\$313	\$48,916	-\$104	-\$697
Manufactured Home Park - Ten or More Manufactured Home Units	\$15,469	\$251	\$19,894	-\$486	-\$1,588
Mixed Use with Commercial as primary use			\$426,030	-\$738	-\$1,839
Multi-Family Residential with Minor Improvements	\$3,813	\$192		-\$546	-\$1,647
Offices, Professional and Business Services	\$21,215	\$664	\$209,804	-\$72	-\$1,171
Operating Communication, Transportation, and Utility Property of an Interstate or Intercounty Nature				-\$738	-\$1,839
Personal Property Manufactured Home	\$60,265	\$227	\$10,499	-\$314	-\$1,104
Single Family Residence	\$4,293,827	\$1,349	\$149,968	\$853	\$136
Single Family Residential Common Area				-\$738	-\$1,839
Single Family Residential with Minor Improvements	\$9,942	\$53	\$9,874	-\$124	-\$335
Single Family Residential with Minor Improvements - No livable structures	\$332	\$55		-\$682	-\$1,784
Three to Four Units	\$84,281	\$5,123	\$228,804	\$4,385	\$3,284
Two Single Family Units	\$11,491	\$120	\$82,638	-\$358	-\$1,048
Vacant - Agricultural Qualified per NRS 361A	\$412	\$0.56		-\$433	-\$578
Vacant - Commercial	\$33,179	\$406		-\$303	-\$1,358
Vacant - Industrial	\$7,568	\$41		-\$129	-\$328
Vacant - Multi-Residential	\$13,285	\$1,199		-\$1,731	-\$2,832
Vacant - Roads/Easements	\$97	\$46		-\$692	-\$1,793
Vacant - Single Family Residential	\$34,302	\$110	\$1,121	-\$100	-\$363
Vacant - Splinter and Other Unbuildable	\$78	\$39		-\$476	-\$1,223
Undeveloped	\$449,619	\$8.73	\$6,363	-\$93	-\$186

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Agricultural Deferred with Multiple Residences	All	\$3,096	\$15	\$216,136	-\$260	-\$627
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$3,096	\$15	\$216,136	-\$260	-\$627
Agricultural Deferred with Residence	All	\$706	\$97	\$92,066	-\$641	-\$1,742
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$706	\$97	\$92,066	-\$641	-\$1,742
Commercial Living Accommodations	All	\$16,835	\$2,603	\$1,206,674	\$1,866	\$764
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75	\$1,001	\$2,214	\$127,547	\$1,477	\$375
	0.75 - 1.0	\$1,379	\$1,815	\$320,147	\$1,077	-\$24
	> 1.0	\$14,455	\$2,751	\$1,057,443	\$2,013	\$912
Duplex	All	\$13,780	\$2,810	\$108,473	\$2,072	\$971
	0.02 - 0.2	\$8,916	\$3,012	\$112,098	\$2,274	\$1,173
	0.2 - 0.4	\$4,864	\$2,503	\$101,223	\$1,765	\$664
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0					
Five or More Units - Low Rise	All	\$38,114	\$1,538	\$569,279	\$800	-\$302
	0.02 - 0.2					
	0.2 - 0.4	\$2,557	\$2,740	\$162,055	\$2,003	\$901
	0.4 - 0.75	\$11,887	\$2,393	\$354,339	\$1,656	\$554
	0.75 - 1.0	\$4,981	\$1,388	\$488,462	\$650	-\$451
	> 1.0	\$18,689	\$1,222	\$955,880	\$484	-\$618
Individual Residential Unit in a Multiple Unit Building - Condominium	All	\$14,101	\$2,466	\$68,694	\$1,729	\$627
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$14,101	\$2,466	\$68,694	\$1,729	\$627
Manufactured Home Converted to Real Property	All	\$194,332	\$313	\$48,916	-\$104	-\$697
	0.02 - 0.2	\$30,556	\$2,165	\$37,313	\$1,427	\$326
	0.2 - 0.4	\$55,626	\$1,542	\$46,336	\$805	-\$297
	0.4 - 0.75	\$12,237	\$775	\$50,070	\$37	-\$1,064
	0.75 - 1.0	\$8,006	\$519	\$52,050	-\$174	-\$1,205
	> 1.0	\$87,907	\$163	\$56,717	-\$207	-\$725

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Manufactured Home Park - Ten or More Manufactured Home Units	All	\$15,469	\$251	\$19,894	-\$486	-\$1,588
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$15,469	\$251	\$19,894	-\$486	-\$1,588
Mixed Use with Commercial as primary use	All			\$426,030	-\$738	-\$1,839
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0			\$426,030	-\$738	-\$1,839
Multi-Family Residential with Minor Improvements	All	\$3,813	\$192		-\$546	-\$1,647
	0.02 - 0.2	\$1,181	\$1,653		\$915	-\$186
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$2,633	\$137		-\$600	-\$1,702
Personal Property Manufactured Home	All	\$60,265	\$227	\$10,499	-\$314	-\$1,104
	0.02 - 0.2	\$10,968	\$1,835	\$1,518	\$1,097	-\$4
	0.2 - 0.4	\$14,049	\$892	\$2,319	\$154	-\$947
	0.4 - 0.75	\$1,651	\$561	\$0	-\$177	-\$1,278
	0.75 - 1.0	\$2,009	\$345	\$0	-\$276	-\$1,193
	> 1.0	\$31,589	\$135	\$24,113	-\$384	-\$1,138
Single Family Residence	All	\$4,293,827	\$1,349	\$149,968	\$853	\$136
	0.02 - 0.2	\$2,310,272	\$3,688	\$138,396	\$2,952	\$1,853
	0.2 - 0.4	\$1,213,289	\$2,617	\$160,491	\$1,880	\$780
	0.4 - 0.75	\$143,504	\$1,530	\$201,815	\$792	-\$309
	0.75 - 1.0	\$48,084	\$861	\$175,639	\$135	-\$947
	> 1.0	\$578,676	\$298	\$171,460	-\$44	-\$518
Single Family Residential Common Area	All				-\$738	-\$1,839
	0.02 - 0.2				-\$738	-\$1,839
	0.2 - 0.4					
	0.4 - 0.75				-\$738	-\$1,839
	0.75 - 1.0					
	> 1.0					
Single Family Residential with Minor Improvements	All	\$9,942	\$53	\$9,874	-\$124	-\$335
	0.02 - 0.2				-\$738	-\$1,839
	0.2 - 0.4	\$236	\$855		\$118	-\$984
	0.4 - 0.75					
	0.75 - 1.0	\$395	\$464		\$409	\$391
	> 1.0	\$9,312	\$50	\$11,221	-\$126	-\$335

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Single Family Residential with Minor Improvements - No livable structures	All	\$332	\$55		-\$682	-\$1,784
	0.02 - 0.2					
	0.2 - 0.4					
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$332	\$55		-\$682	-\$1,784
Three to Four Units	All	\$84,281	\$5,123	\$228,804	\$4,385	\$3,284
	0.02 - 0.2	\$47,137	\$6,439	\$255,260	\$5,701	\$4,599
	0.2 - 0.4	\$35,696	\$4,350	\$207,321	\$3,612	\$2,511
	0.4 - 0.75	\$1,448	\$1,566	\$69,866	\$828	-\$273
	0.75 - 1.0					
	> 1.0					
Two Single Family Units	All	\$11,491	\$120	\$82,638	-\$358	-\$1,048
	0.02 - 0.2	\$1,521	\$2,565	\$45,796	\$1,828	\$726
	0.2 - 0.4	\$1,250	\$1,407	\$38,249	\$670	-\$432
	0.4 - 0.75	\$294	\$733	\$38,353	-\$4.93	-\$1,106
	0.75 - 1.0	\$444	\$452	\$51,310	-\$286	-\$1,387
	> 1.0	\$7,982	\$86	\$115,014	-\$385	-\$1,062
Vacant - Multi-Residential	All	\$13,285	\$1,199		-\$1,731	-\$2,832
	0.02 - 0.2	\$1,443	\$1,742		\$1,004	-\$97
	0.2 - 0.4	\$1,353	\$1,925		\$1,187	\$86
	0.4 - 0.75					
	0.75 - 1.0					
	> 1.0	\$10,489	\$1,099		-\$2,183	-\$3,284
Vacant - Single Family Residential	All	\$34,302	\$110	\$1,121	-\$100	-\$363
	0.02 - 0.2	\$10,141	\$929	\$2,653	\$191	-\$910
	0.2 - 0.4	\$4,293	\$611		-\$95	-\$1,146
	0.4 - 0.75	\$288	\$282		-\$456	-\$1,557
	0.75 - 1.0	\$2,841	\$471		-\$266	-\$1,368
	> 1.0	\$16,739	\$58		-\$106	-\$298
Aggregates, Quarries, etc. - Locally Assessed	All	\$863	\$12		-\$43	-\$61
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$863	\$12		-\$43	-\$61
Agricultural Deferred with Improvements but no Residences	All	\$56	\$0.79		-\$737	-\$1,838
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$56	\$0.79		-\$737	-\$1,838

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Casino or Hotel Casino	All	\$26,491	\$1,561	\$1,522,052	\$823	-\$278
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$26,491	\$1,561	\$1,522,052	\$823	-\$278
Commercial Common Area	All	\$7,695	\$1,407		\$670	-\$432
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$7,695	\$1,407		\$670	-\$432
Commercial Industrial - retail or office use combined with Industrial use	All	\$82,654	\$1,057	\$4,445,054	\$319	-\$782
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$82,654	\$1,057	\$4,445,054	\$319	-\$782
Commercial Recreation	All	\$38,785	\$63		\$7.88	-\$11
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$38,785	\$63		\$7.88	-\$11
Commercial with Minor Improvements	All	\$14,313	\$419		-\$318	-\$1,420
	<= .25	\$175	\$726		-\$11	-\$1,113
	0.25 - 0.5	\$1,378	\$1,173		\$435	-\$666
	0.5 - 1	\$1,735	\$850		\$112	-\$989
	> 1	\$11,025	\$359		-\$378	-\$1,480
Communication, Transportation, and Utility Property of a Local Nature	All	\$58,293	\$225		\$170	\$152
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$58,293	\$225		\$170	\$152
General Commercial	All	\$269,752	\$1,226	\$616,765	\$497	-\$592
	<= .25	\$5,501	\$1,636	\$60,118	\$898	-\$203
	0.25 - 0.5	\$11,416	\$2,398	\$183,415	\$1,699	\$661
	0.5 - 1	\$42,493	\$2,111	\$254,683	\$1,373	\$272
	> 1	\$210,342	\$1,097	\$1,270,435	\$368	-\$721
General Industrial - light industry, trucking and warehousing, service, repair, etc.	All	\$471,445	\$951	\$3,061,240	\$220	-\$871
	<= .25	\$529	\$950	\$9,456	\$213	-\$889
	0.25 - 0.5	\$243	\$549	\$35,896	-\$189	-\$1,290
	0.5 - 1	\$1,570	\$1,636	\$382,605	\$898	-\$203
	> 1	\$469,103	\$950	\$3,423,663	\$219	-\$872

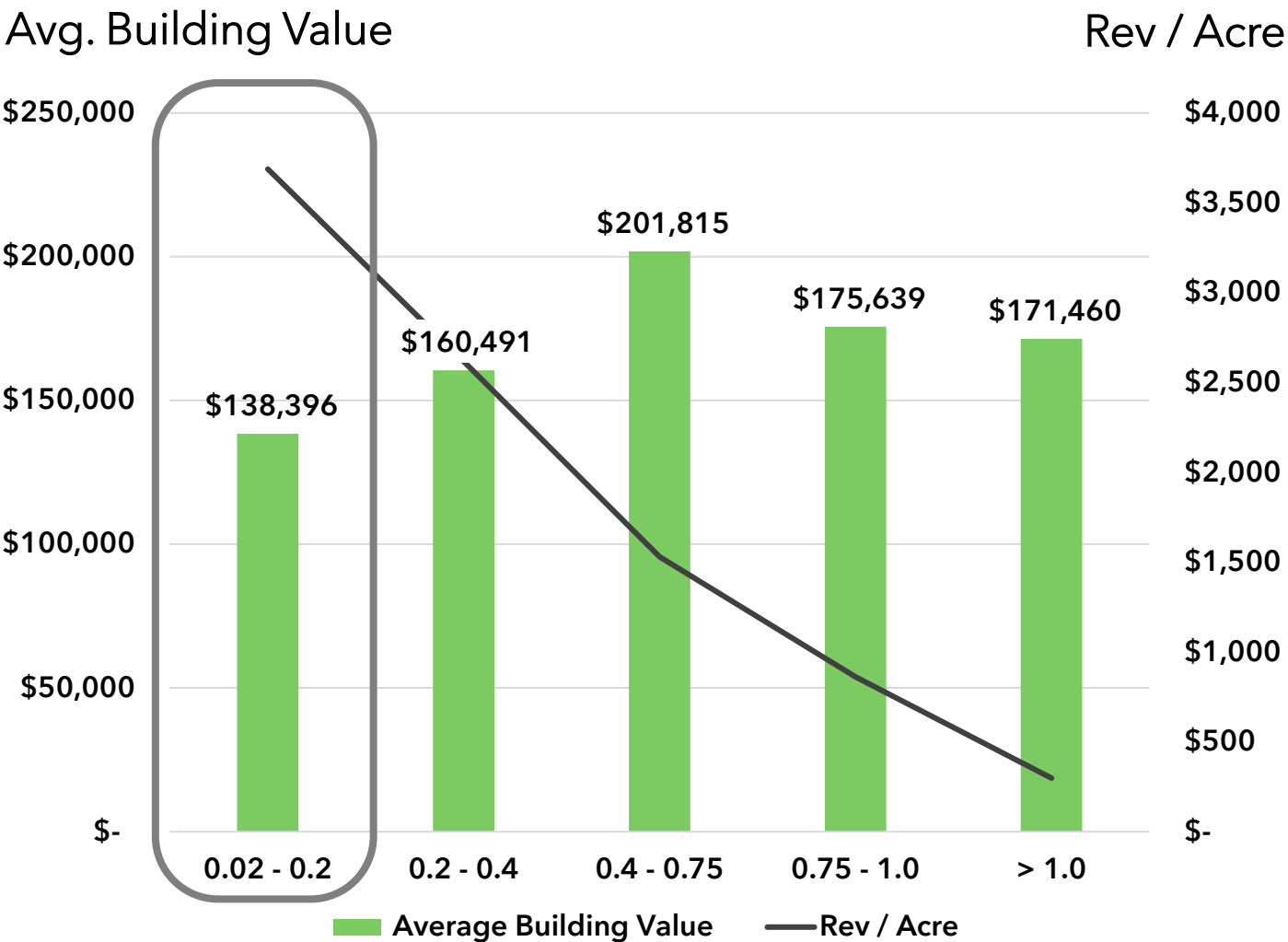
Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Golf Course	All	\$27	\$2.09		-\$3,280	-\$4,381
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$27	\$2.09		-\$3,280	-\$4,381
Heavy Industrial	All	\$2,446	\$115	\$368,460	-\$623	-\$1,724
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$2,446	\$115	\$368,460	-\$623	-\$1,724
Industrial with Minor Improvements	All	\$98	\$850		\$113	-\$989
	<= .25	\$98	\$850		\$113	-\$989
	0.25 - 0.5					
	0.5 - 1					
	> 1					
Offices, Professional and Business Services	All	\$21,215	\$664	\$209,804	-\$72	-\$1,171
	<= .25	\$10,557	\$5,504	\$172,770	\$4,794	\$3,736
	0.25 - 0.5	\$4,420	\$3,051	\$246,106	\$2,314	\$1,212
	0.5 - 1	\$2,161	\$1,457	\$139,286	\$720	-\$382
	> 1	\$4,076	\$150	\$522,508	-\$587	-\$1,689
Operating Communication, Transportation, and Utility Property of an Interstate or Intercounty Nature	All				-\$738	-\$1,839
	<= .25					
	0.25 - 0.5				-\$738	-\$1,839
	0.5 - 1					
	> 1				-\$738	-\$1,839

Land Use Description	Acreage	Revenue	Rev/Acre	Avg Imp Value	Budget: Net/Acre	B+St Costs: Net/Acre
Agricultural Qualified per NRS 361A - Vacant	All	\$412	\$0.56		-\$433	-\$578
	<= .25					
	0.25 - 0.5					
	0.5 - 1					
	> 1	\$412	\$0.56		-\$433	-\$578
Vacant - Commercial	All	\$33,179	\$406		-\$303	-\$1,358
	<= .25	\$1,062	\$1,041		\$303	-\$798
	0.25 - 0.5	\$3,140	\$1,082		\$345	-\$757
	0.5 - 1	\$6,867	\$775		\$82	-\$947
	> 1	\$22,110	\$320		-\$388	-\$1,444
Vacant - Industrial	All	\$7,568	\$41		-\$129	-\$328
	<= .25	\$67	\$436		-\$301	-\$1,403
	0.25 - 0.5	\$394	\$451		-\$287	-\$1,388
	0.5 - 1	\$245	\$127		-\$611	-\$1,712
	> 1	\$6,861	\$37		-\$123	-\$308
Vacant - Roads/Easements	All	\$97	\$46		-\$692	-\$1,793
	<= .25					
	0.25 - 0.5					
	0.5 - 1	\$94	\$161		-\$576	-\$1,678
	> 1	\$2	\$1.56		-\$736	-\$1,837
Vacant - Splinter and Other Unbuildable	All	\$78	\$39		-\$476	-\$1,223
	<= .25	\$64	\$93		-\$584	-\$1,588
	0.25 - 0.5	\$12	\$16		-\$721	-\$1,823
	0.5 - 1	\$2	\$3.97		-\$51	-\$69
	> 1					
Undeveloped	All	\$449,619	\$8.73	\$6,363	-\$93	-\$186

BUILDING VALUE VS. PREABATED REVENUE/ACRE

SINGLE FAMILY

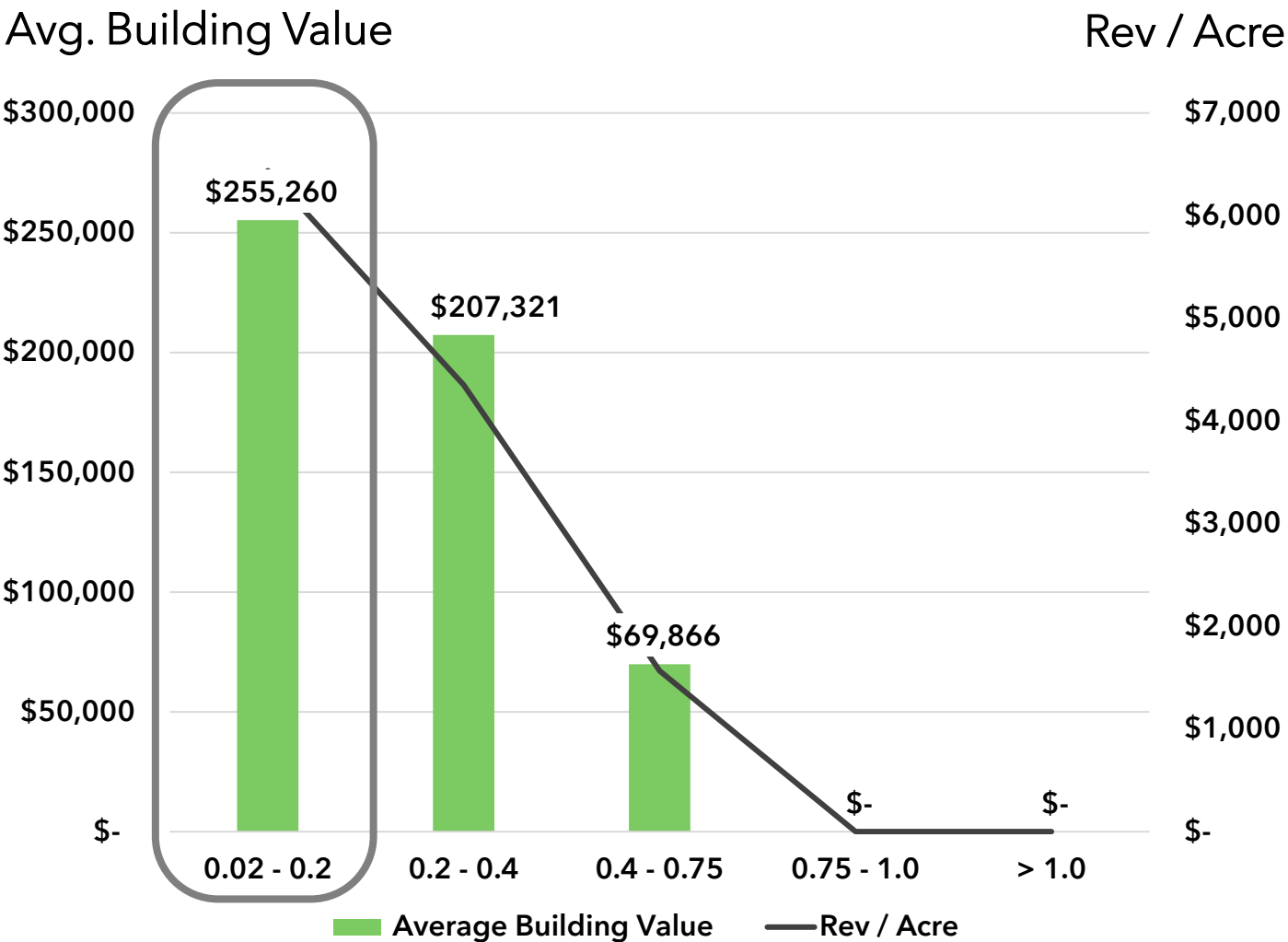
The same single-family homes that provide the **highest value** to the city are also the **most affordable homes for residents**. Additionally, these homes sit on your most modestly sized lots.



Acreage	Rev / Acre	Average Building Value
0.02 - 0.2	\$ 3,688	\$ 138,396
0.2 - 0.4	\$ 2,617	\$ 160,491
0.4 - 0.75	\$ 1,530	\$ 201,815
0.75 - 1.0	\$ 861	\$ 175,639
> 1.0	\$ 298	\$ 171,460

BUILDING VALUE VS. PREABATED REVENUE/ACRE

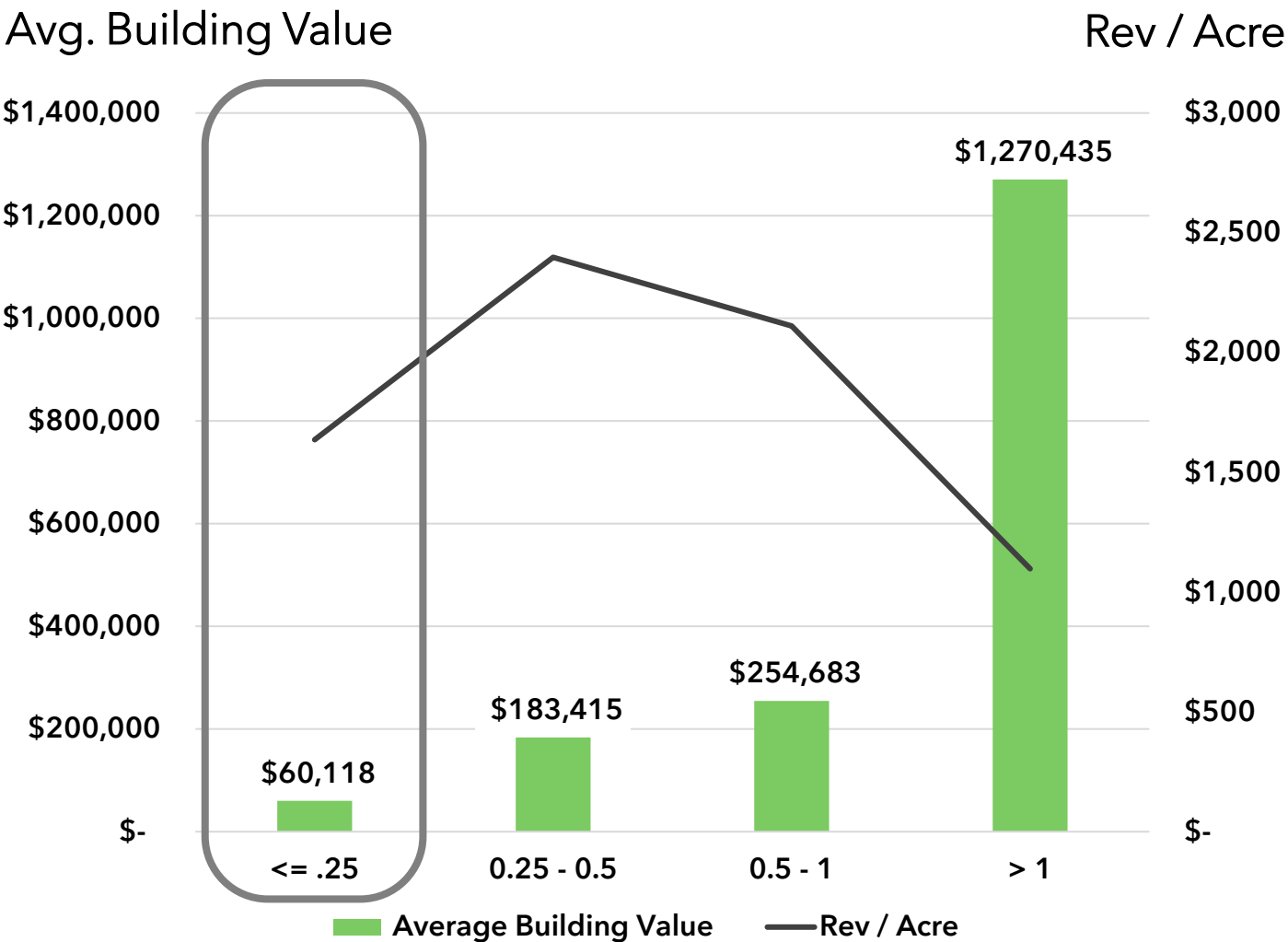
TRI-PLEX / QUADPLEX



Acreage	Rev / Acre	Average Building Value
0.02 - 0.2	\$ 6,439	\$ 255,260
0.2 - 0.4	\$ 4,350	\$ 207,321
0.4 - 0.75	\$ 1,566	\$ 69,866
0.75 - 1.0	-	-
> 1.0	-	-

BUILDING VALUE VS. PREABATED REVENUE/ACRE

GENERAL COMMERCIAL

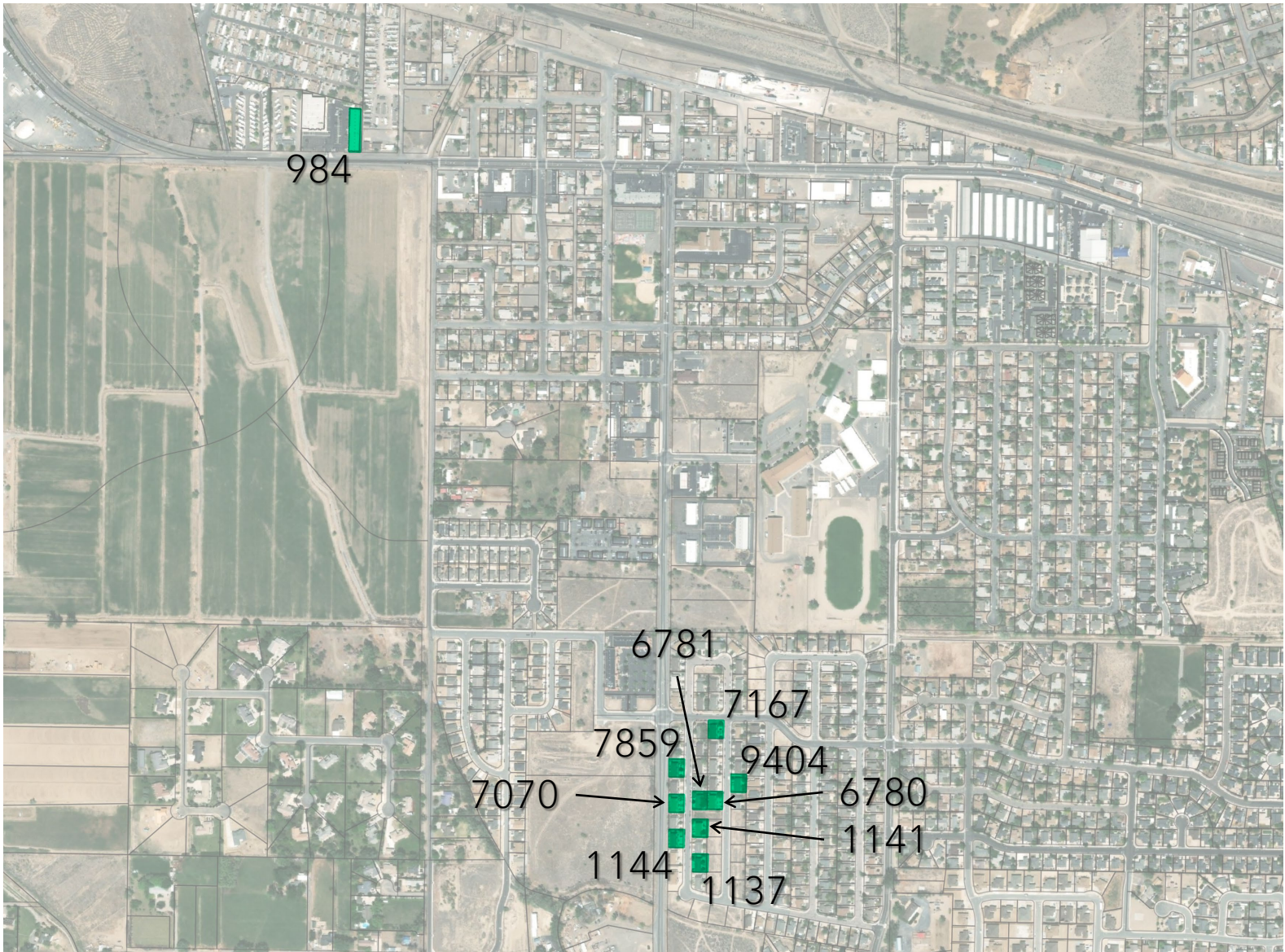


Acreage	Rev / Acre	Average Building Value
<= .25	\$ 1,636	\$ 60,118
0.25 - 0.5	\$ 2,398	\$ 183,415
0.5 - 1	\$ 2,111	\$ 254,683
> 1	\$ 1,097	\$ 1,270,435

HIGHEST PERFORMING PROPERTIES

(NET REVENUE/ACRE FACTORING IN UNFUNDED STREET REPAIR COSTS)

Object ID	Address	Land Use Category	Net Rev/Acre (B+S)
984	460 W Main St	General Commercial	\$5,855
1144	780 Sunny Ln	Three to Four Units	\$5,737
1137	835 Sunny Ln	Three to Four Units	\$5,694
1141	775 Sunny Ln	Three to Four Units	\$5,694
7167	610 Starlite Dr	Three to Four Units	\$5,613
7859	660 Sunny Ln	Three to Four Units	\$5,580
7070	720 Sunny Ln	Three to Four Units	\$5,579
6780	730 Starlite Dr	Three to Four Units	\$5,541
9404	695 Starlite Dr	Three to Four Units	\$5,540
6781	715 Sunny Ln	Three to Four Units	\$5,539



460 W MAIN STREET

General Commercial

0.336 ACRES



Prop Tax Rev:

\$2,585

Prop Tax Rev/Acre:

\$7,692/Acre

Net Rev/Acre:

\$6,956/Acre

Net Rev/Acre (factoring in unfunded street costs):

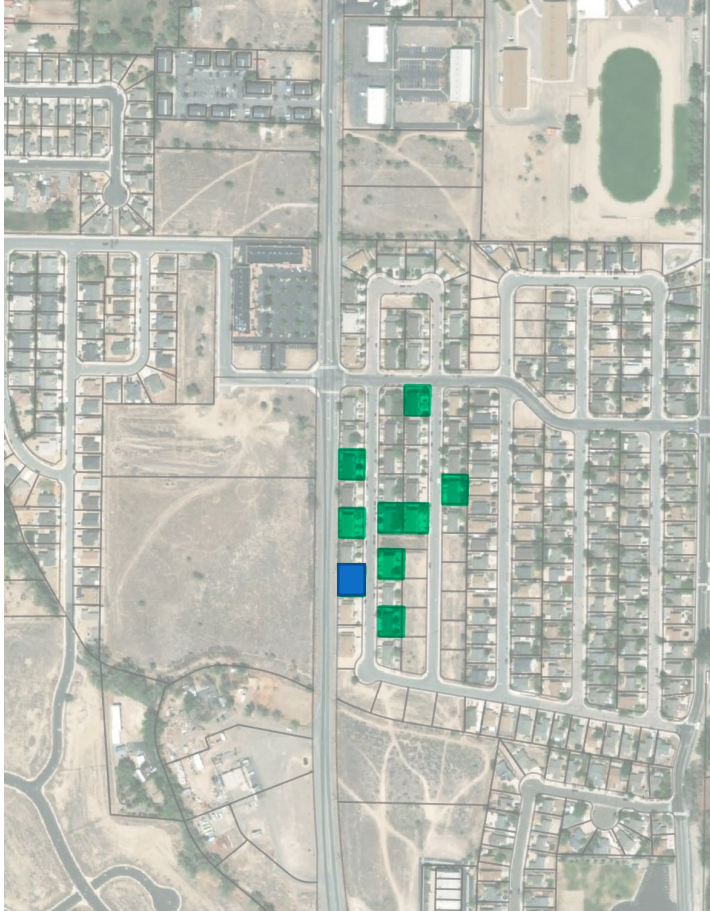
\$5,855/Acre

LoopNet

780 SUNNY LANE

Three to Four Units

0.195 ACRES



Prop Tax Rev:

\$1,479

Prop Tax Rev/Acre:

\$7,574/Acre

Net Rev/Acre:

\$6,838/Acre

Net Rev/Acre (factoring in unfunded street costs):

\$5,737/Acre

CLOSING THE GAP WITH INFILL DEVELOPMENT

285 Season Drive - 0.14 Acres

2020

An aerial photograph from Google Maps showing a residential street intersection. A vacant lot, outlined in green, is situated at the corner of Season Drive and Winter Place. The surrounding area is filled with houses and parked cars.

Assessed Value - \$18,375
Prop Tax Revenue - \$124
Revenue/Acre - \$893

Google Maps

641 Winter Place - 0.14 Acres

2020

A ground-level photograph of a modern, single-story house with light-colored siding and a large white garage door. A large evergreen tree is on the left, and a gravel driveway leads to the garage.

Assessed Value - \$89,766
Prop Tax Revenue - \$605
Revenue/Acre - \$4,239

Revenue/Acre Difference
+\$3,346

Zillow

INCREASING VALUE THROUGH INFILL



Developed Neighbor Lot (0.20 ac)

Net Rev/Ac =
\$6,401/acre

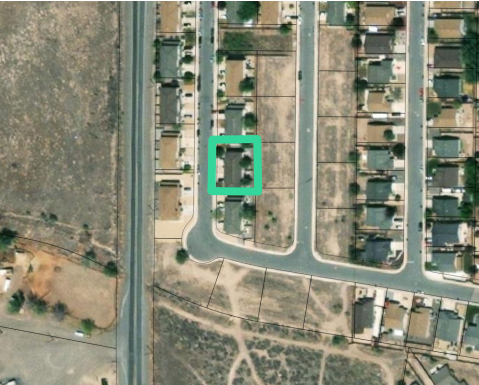


Vacant Neighbor Lot (0.20 ac)

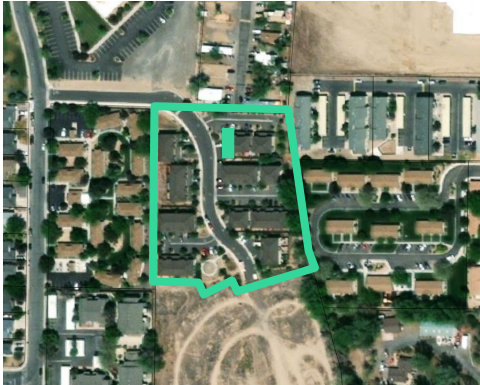
Net Rev/Ac =
\$2,752/acre

ABATED/PREABATED COMPARISONS

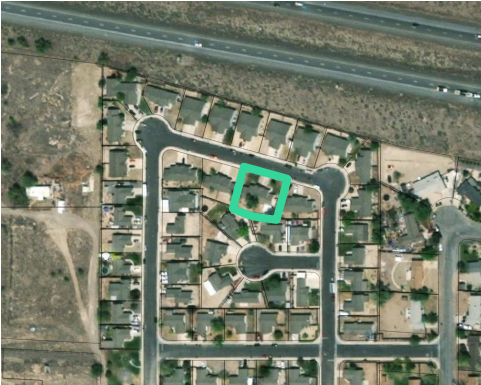
835 Sunny Ln



503 Village Dr



321 Soaring Way



101 Quail Run Ct



1950 Gustafson St



4-plex
Lot Size: 0.20 Acres
Lot Coverage: 60%
Appraised Value:
\$xxx,xxx
Property Tax Revenue (Levy):
\$788
Revenue per Acre:
\$4,038

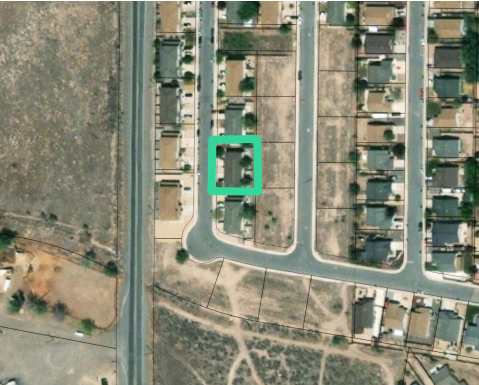
TH Community
Lot Size: 2.95 Acres
Lot Coverage: 50%
Appraised Value:
\$1,261,015
Property Tax Revenue (Levy):
\$4,553
Revenue per Acre:
\$1,543

Duplex
Lot Size: 0.22 Acres
Lot Coverage: 50%
Appraised Value:
\$91,825
Property Tax Revenue (Levy):
\$332
Revenue per Acre:
\$1,506

Estate Single Family Res
Lot Size: 0.99 Acres
Lot Coverage: 25%
Appraised Value:
\$135,343
Property Tax Revenue (Levy):
\$489
Revenue per Acre:
\$492

Rural Residential
Lot Size: 19.51 Acres
Lot Coverage: 10%
Appraised Value:
\$168,288
Property Tax Revenue (Levy):
\$608
Revenue per Acre:
\$31

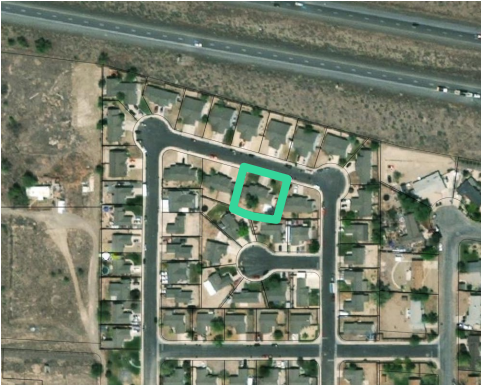
835 Sunny Ln



503 Village Dr



321 Soaring Way



101 Quail Run Ct



1950 Gustafson St



4-plex
Lot Size: 0.20 Acres
Lot Coverage: 60%
Appraised Value:
\$xxx,xxx
Property Tax Revenue (Levy):
\$1,470
Revenue per Acre:
\$7,531

TH Community (Unit)
Lot Size: 2.95 Acres (0.019 Ac)
Lot Coverage: 50% (100%)
Appraised Value:
\$1,261,015 (\$36,095)
Property Tax Revenue (Levy):
\$8,494 (\$1,080)
Revenue per Acre:
\$2,878 (\$55,699)

Duplex
Lot Size: 0.22 Acres
Lot Coverage: 50%
Appraised Value:
\$91,825
Property Tax Revenue (Levy):
\$619
Revenue per Acre:
\$2,809

Estate Single Family Res
Lot Size: 0.99 Acres
Lot Coverage: 25%
Appraised Value:
\$xxx,xxx
Property Tax Revenue (Levy):
\$911
Revenue per Acre:
\$918

Rural Residential
Lot Size: 19.51 Acres
Lot Coverage: 10%
Appraised Value:
\$168,288
Property Tax Revenue (Levy):
\$1,134
Revenue per Acre:
\$58

COMPARING THE VALUE OF DEVELOPMENT PATTERNS (COMMERCIAL PAD SITE)

Abated Conditions



0.14 ACRES

Prop. Tax Revenue/Acre
\$2,881



Pre-Abatement Conditions



0.14 ACRES

Prop. Tax Revenue/Acre
\$5,374



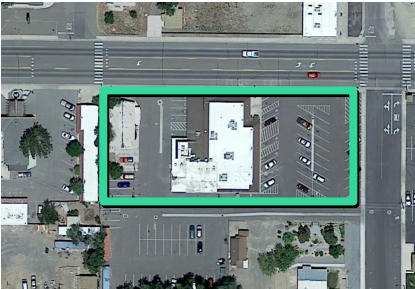
COMPARING THE VALUE OF DEVELOPMENT PATTERNS (HIGHWAY PAD SITE)

Abated Conditions



0.96 ACRES

Prop. Tax Revenue /Acre
\$832



Pre-Abatement Conditions



0.96 ACRES

Prop. Tax Revenue /Acre
\$1,608



COMPARING THE VALUE OF DEVELOPMENT PATTERNS (AUTO ORIENTED BIG BOX)



Abated Conditions

Prop. Tax Revenue /Acre

\$832

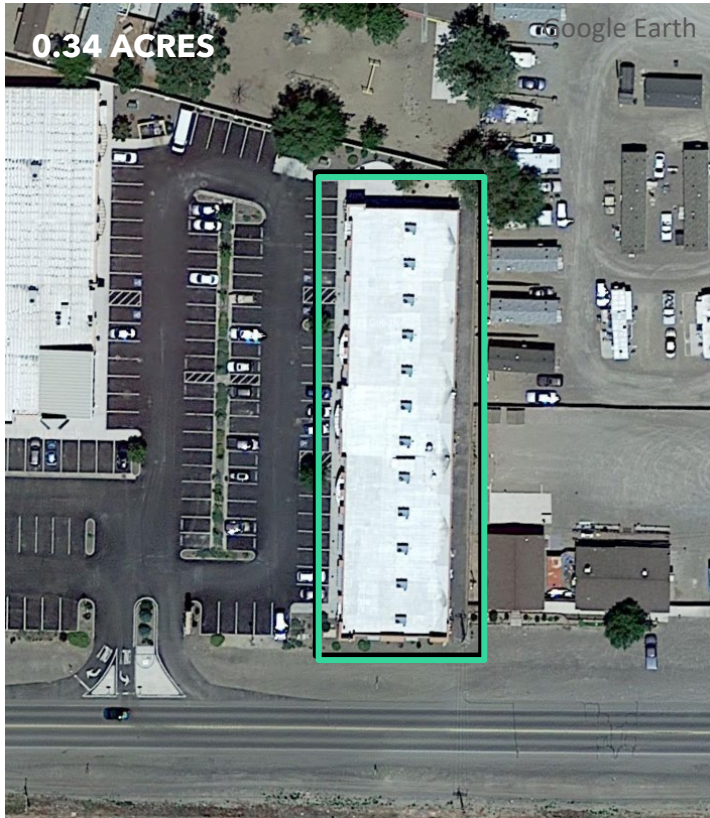


Pre-Abatement Conditions

Prop. Tax Revenue /Acre

\$1,553

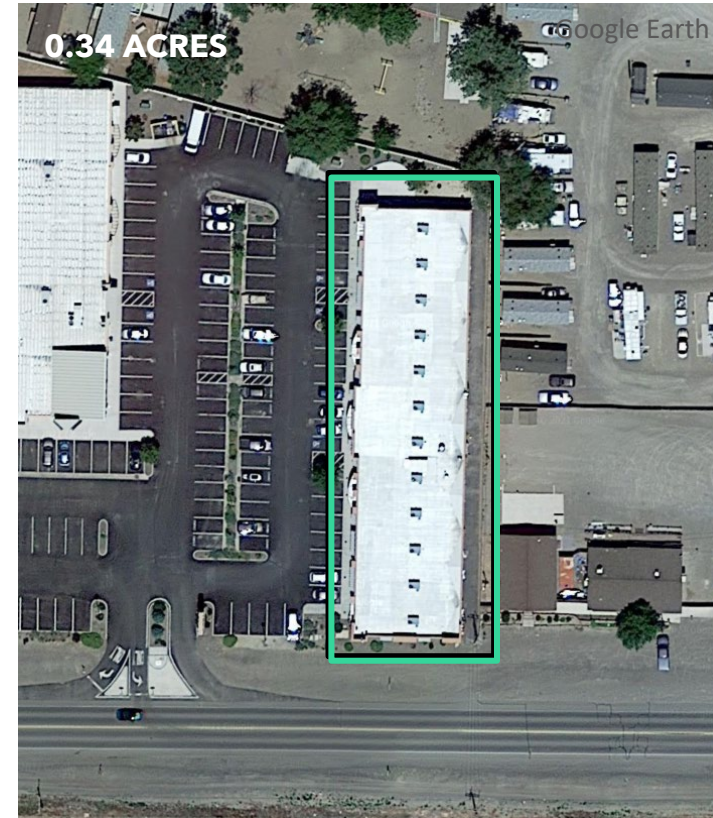
COMPARING THE VALUE OF DEVELOPMENT PATTERNS (SMALL COMMERCIAL BUILDING)



Prop. Tax Revenue /Acre

\$4,124

Abated Conditions

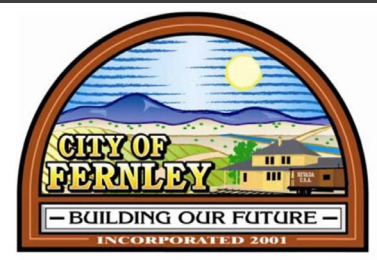


Prop. Tax Revenue /Acre

\$7,691

Pre-Abatement Conditions

SUMMARY AND RECOMMENDATIONS



ASSESSMENT TAKEAWAYS

- The city's current property tax revenue is not sufficient to maintain service levels and cover current street replacement liabilities that will be due in the near future. The city's budget for public services is lower than most cities, and unfunded street liabilities are projected to be around \$9.3M per year over the next 25 years.
- The city needs to generate approximately \$1900/acre in levy revenue to cover current general fund services and future street costs. Under current conditions, the city is collecting just over \$500/acre, a deficit of \$1400/ac. As the city expands and adds population, it could need up to \$3000/acre from property tax revenue to cover costs.
- Under abatement conditions, only 22% of the city's parcels and only 0.3% of the city's area is generating enough property tax revenue to cover current services and projected infrastructure costs.
- If abatements were removed, 60% of the city's parcels and 1.5% of the city's area would be generating enough property tax revenue to cover current services and projected infrastructure costs. Removing abatements would generate an additional \$400+/acre that reduce the current deficit by a third.

ASSESSMENT TAKEAWAYS

- The small lots are the highest producing parcels from a revenue/acre standpoint, and also tend to have the most affordable homes or commercial buildings on them. *This is a win-win for the city and residents looking for affordable housing options.*
- The city's single family housing performs fairly well due to fairly small lots and high values, but rising values and transportation costs are making this option less affordable and attractive to many, especially younger generations.
- Fernley is lacking high quality "missing middle" housing options such as duplex, triplex, live-work units, and townhomes. Providing more of these options in the city's core will generate more tax revenue and increase ROI of infrastructure investments, diversify housing options and price points, and create the demand to support a downtown/Main Street with more local businesses.
- Sales tax revenue tends to follow the same trends - the more people you put into an area, the more demand there is for services and the more revenue is generated.

ADDITIONAL THOUGHTS

- Developing in the unserved areas will require expansion of infrastructure and public services that will increase costs and future liabilities. If new development is considered in areas without existing infrastructure, it should be done in a manner that generates surplus revenues and closes the city's overall resource gap.
- The phasing of projects should also be controlled so that the city doesn't accept an excessive amount of public infrastructure without confidence that adjacent properties will be developed in a timely manner.
- Conducting fiscal analyses on proposed developments and annexations can help inform these decisions.
- Water constraints, while not the main subject of this analysis, should also be considered when evaluating new development. Closing the city's infrastructure funding gap will most likely require the addition of more residential units in the city's service area which will require additional water to serve. The city has access to a limited supply of water, so it is critical that city leaders and staff understand what the remaining supply is, and not approve any development that would jeopardize or constrain future infill development.

ADDITIONAL THOUGHTS

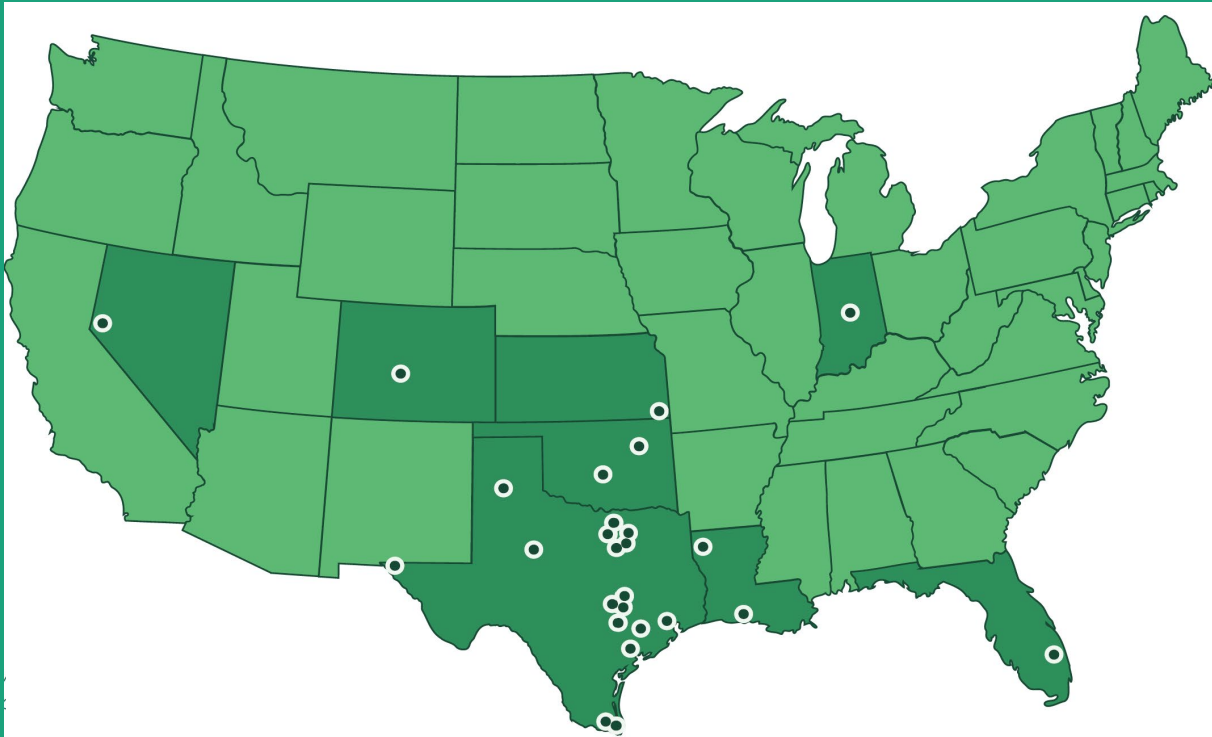
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RECOMMENDATIONS

1. Prioritize and coordinate economic development, housing, and CIP investments into infill and redevelopment in the core to diversify housing, increase revenues, and cultivate a vibrant downtown/community center.
2. Minimize new growth on the periphery of the city that would add to the city's overall infrastructure and service cost burden (making the resource gap larger). Prioritize development in existing infrastructure service zones first.
3. Require fiscal impact and water supply/capacity analyses of new development and capital projects so that city decision makers can understand the impact the projects will have on service costs and future infrastructure liabilities.

CULTIVATING VIBRANT COMMUNITIES WITH THE RESOURCES WE HAVE

Prosperity does not come from endless new growth. It's *cultivated* incrementally by locals. *We help communities do this.*



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