



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, September 21, 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 but may not reach council members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

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

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

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

1.2. Public Forum

1.3. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of the Voucher Report

2.2. (Possible Action) Approval of minutes from September 7th and September 13, 2022.

2.3. (Possible Action) Business Licenses

2.4. Possible action to authorize the Interlocal Agreement between the City of Fernley and Lyon County for personnel support and means of transport of subjects in custody.

2.5. Possible action to authorize the Interlocal Agreement with Lyon County Juvenile Probation To review Use of Force Reports

2.6. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Shawna J. Tibbals, APN 021-331-15 TCID serial number 1059-12 in the amount of 24.39-acre feet

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

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

4. PROCLAMATIONS BY THE MAYOR

5. RESOLUTIONS

5.1. Resolution #22-019, a resolution of the City of Fernley to modify the Planning Land Division/Mapping fee schedule to reflect increased survey consultant fees

6. STAFF REPORTS

6.1. Discussion and Possible Action to: Award a Contract for Construction to Sierra Nevada Construction, Inc. (SNC), in an amount not to exceed \$5,099,007, plus a 5% contingency of \$250,000; and to Approve Amendment No. 2 to the existing Lumos and Associates, Inc. (Lumos) Contract for Engineering Services, in an amount not to exceed \$401,910, for Construction and Engineering Services related to the Cottonwood LN Reconstruction Project (Project).

6.2. Discussion and Possible Action on whether to modify the ordinances regarding Marijuana/ Cannabis including but not limited to Cultivation, adult-use Cannabis establishments, Retail Cannabis Consumption Lounges, and other matters related to marijuana establishments within the City.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

8. PUBLIC FORUM

9. ADJOURNMENT

Next Meeting: October 5, 2022 @ 5 PM



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 21, 2022

REPORT TO: Mayor and City Council

REPORT FROM:

FINANCIAL IMPACT:

Yes:

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM: (For Possible Action):

(Possible Action) Approval of the 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 09212022

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
A & K EARTH MOVERS, INC.								
304	A & K EARTH MOVERS, INC.	Pay req 4 GVP	Green valley park improvements	08/31/2022	57,640.30		230-575-730 Improve other than Buildings	822
Total 304:					57,640.30			
AECOM TECHNICAL SERVICES, INC.								
8633	AECOM TECHNICAL SERVICES, INC.	2000657960	Gustafson bridge assessment	08/18/2022	6,639.00		100-475-342 Tech Services-Other	822
Total 8633:					6,639.00			
AIR MED CARE NETWORK								
8863	AIR MED CARE NETWORK	17253-09072022	Air Med Membership 4758625	09/07/2022	34.00		100-610-240 Group Insurance	922
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	91.91	09/08/2022	100-413-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	56.04	09/08/2022	100-417-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	41.43	09/08/2022	100-480-240 GROUP INSURANCE	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	65.59	09/08/2022	100-575-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	350.98	09/08/2022	520-810-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	142.25	09/08/2022	100-412-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	111.84	09/08/2022	100-416-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	148.56	09/08/2022	100-475-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	195.29	09/08/2022	100-529-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	146.63	09/08/2022	510-840-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	36.96	09/08/2022	100-415-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	140.00	09/08/2022	100-425-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	105.00	09/08/2022	100-605-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	1.54	09/08/2022	100-528-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	550.31	09/08/2022	510-810-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	139.81	09/08/2022	100-414-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	20.86	09/08/2022	100-418-240 Group Insurance	822
8863	AIR MED CARE NETWORK	17253-2022831	AIR MED RENEWAL	08/31/2022	35.00	09/08/2022	100-525-240 Group Insurance	822
Total 8863:					2,414.00			
ALHAMBRA								
4688	ALHAMBRA	7661929090122	Shop - Bottled Water Service	09/01/2022	315.18	09/08/2022	510-810-614 Supplies-Plant/Shop/Maint	922
Total 4688:					315.18			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ALPINE HELICOPTER SERVICE								
2928	ALPINE HELICOPTER SERVICE	22-345	helicopter drop	09/01/2022	5,775.00		100-528-322 Prof Serv-Other	922
Total 2928:					5,775.00			
AMERICAN PLANNING ASSOCIATION								
8	AMERICAN PLANNING ASSOCIATION	378303-220821	Membership dues; S League	09/12/2022	173.60		100-610-581 Dues and Memberships	922
Total 8:					173.60			
ARAMARK								
1895	ARAMARK	2591076707	rags and rugs	09/08/2022	107.62		510-840-420 Contract Services	922
1895	ARAMARK	2591076730	mats	09/08/2022	159.58		100-417-420 Contract Services	922
1895	ARAMARK	2591076737	shop mat service	09/08/2022	82.10		510-810-614 Supplies-Plant/Shop/Maint	922
1895	ARAMARK	5980024492	Shop - WD Pants Service	09/05/2022	56.57	09/08/2022	510-810-614 Supplies-Plant/Shop/Maint	922
1895	ARAMARK	5980024508	shirt contract	09/05/2022	39.66	09/08/2022	100-480-600 GENERAL SUPPLIES/TOOLS	922
1895	ARAMARK	5980024514	uniforms	09/05/2022	53.23	09/08/2022	100-475-616 Supplies-Safety	922
Total 1895:					498.76			
AT&T								
13	AT&T	98670 AUG 22	775-786-2229 867 0	08/20/2022	2,581.93	09/12/2022	100-417-530 Communications (Internet,Cell)	822
Total 13:					2,581.93			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	15205/5	adapter	09/01/2022	5.16	09/08/2022	100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15216/5	misc. supplies	09/02/2022	38.06	09/08/2022	100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15227/5	PVC Fitting	09/06/2022	24.95	09/08/2022	510-810-614 Supplies-Plant/Shop/Maint	922
20	BIG R OF FERNLEY	15230/5	irrigation	09/06/2022	69.29		100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15238/5	irrigation	09/07/2022	8.28		100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15239/5	irrigation and tie wire	09/07/2022	50.75		100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15248/5	saw blades	09/08/2022	56.64		100-475-605 Minor Equipment	922
20	BIG R OF FERNLEY	15260/5	Chem Drums & AC Filters	09/09/2022	94.81		510-810-614 Supplies-Plant/Shop/Maint	922
Total 20:					347.94			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	82422-4	Vote Boards	09/01/2022	114.00	09/08/2022	100-416-600 General Supplies	922
Total 6970:					114.00			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7505185	paper products	09/02/2022	212.78	09/08/2022	100-417-612 Building Maintenance Supplies	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8837:					212.78			
CC CLEANING SERVICE, LLC								
8913	CC CLEANING SERVICE, LLC	#001-FCH	clean windows in front city hall.	08/23/2022	1,480.00	09/08/2022	100-417-420 Contract Services	822
8913	CC CLEANING SERVICE, LLC	#002-FCH	routine cleaning city hall	09/03/2022	1,175.00	09/08/2022	100-417-420 Contract Services	922
Total 8913:					2,655.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	CJ63894	Minor Equipment - Printer	08/25/2022	484.99	09/08/2022	100-418-605 Minor Equipment	822
Total 27:					484.99			
CITY OF FERNLEY								
32	CITY OF FERNLEY	030783813	WATER CONVEYANCE; PN# 2019-002-1	09/01/2022	111.85	09/08/2022	510-166100 Construction In Progress	922
Total 32:					111.85			
CIVIC PLUS								
3028	CIVIC PLUS	232689	CivicClerk	08/23/2022	14,120.00		100-418-342 Tech Services-Other	822
3028	CIVIC PLUS	238089	Tech Serv Online code services	10/01/2022	550.00		100-418-342 Tech Services-Other	1022
Total 3028:					14,670.00			
CMC TIRE, INC								
8903	CMC TIRE, INC	50053082	tires for w/d	08/12/2022	861.12		510-810-610 Automotive Supplies	822
8903	CMC TIRE, INC	50053609	tires for 9004	08/11/2022	1,314.86		100-480-610 AUTOMOTIVE SUPPLIES	822
Total 8903:					2,175.98			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	12771	Green Valley Park inspection and testing services	09/06/2022	1,265.00		230-575-730 Improve other than Buildings	922
Total 5587:					1,265.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	9/18-9/22	PER DIEM FOR PRETRIAL TRN ATL, GA 9/18-9/22/22	09/14/2022	407.00		200-425-582 Travel	922
8639	EMPLOYEES, CITY OF FERNLEY	SEP 22	REIMB ESRI EXAM FEE	09/12/2022	200.00		100-529-580 Training	922
Total 8639:					607.00			
FARR CONSTRUCTION								
668	FARR CONSTRUCTION	Pay req # 3	Farm district road lift station ph 2 construction services	08/01/2022	74,196.23		520-166100 Construction In Progress	822

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
668	FARR CONSTRUCTION	Pay req #8	Surface water conveyance project construction	08/31/2022	384,560.00		510-166100 Construction In Progress	822
668	FARR CONSTRUCTION	Pay Req#2	Construction services for Farm District Road lift station phase	07/31/2022	52,975.52		520-166100 Construction In Progress	722
Total 668:					511,731.75			
FARR WEST ENGINEERING								
6275	FARR WEST ENGINEERING	18488	On call GIS services	09/02/2022	1,262.00		100-575-320 Prof Serv-Engineering	922
6275	FARR WEST ENGINEERING	18488	On call GIS services	09/02/2022	1,262.00		100-475-320 Prof Serv-Engineering	922
6275	FARR WEST ENGINEERING	18488	On call GIS services	09/02/2022	1,262.00		100-417-320 PROF SEV-ENGINEERING	922
6275	FARR WEST ENGINEERING	18488	On call GIS services	09/02/2022	1,262.00		520-810-320 Prof Serv-Engineering	922
6275	FARR WEST ENGINEERING	18488	On call GIS services	09/02/2022	1,262.00		510-810-320 Prof Serv-Engineering	922
Total 6275:					6,310.00			
FASTENAL COMPANY								
4860	FASTENAL COMPANY	NVFER45912	METAL FOR W/D 1077	08/30/2022	49.61	09/08/2022	510-810-610 Automotive Supplies	822
Total 4860:					49.61			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - SEWER	08/31/2022	2,495.43	09/08/2022	520-810-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - FACILITIES	08/31/2022	301.10	09/08/2022	100-417-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - WATER DIST	08/31/2022	1,691.68	09/08/2022	510-810-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - CDD BUILDING	08/31/2022	244.03	09/08/2022	100-605-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - VECTOR	08/31/2022	50.33	09/08/2022	100-528-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - ANIMAL CONTROL	08/31/2022	156.28	09/08/2022	100-525-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - FLEET	08/31/2022	247.20	09/08/2022	100-480-626 GASOLINE	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - PARKS	08/31/2022	549.25	09/08/2022	100-575-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - STREETS	08/31/2022	1,523.33	09/08/2022	100-475-626 Gasoline	822
18	FLYERS ENERGY, LLC	CFS-3125715	GASOLINE - WTP	08/31/2022	2.15	09/08/2022	100-413-626 Gasoline	822
Total 18:					7,260.78			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0065	Lobbyist Contract Aug 22 FY22/23	09/05/2022	5,800.00	09/08/2022	100-413-322 Prof Serv-Other	922
Total 8869:					5,800.00			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2318362	hot mix for country drive	09/02/2022	799.53		100-475-600 General Supplies	922
Total 64:					799.53			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	574315689	Communications 04500403	09/01/2022	191.01		100-417-530 Communications (Internet,Cell)	922
Total 8838:					191.01			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111146	Misc service labor	08/29/2022	145.00		100-605-322 Prof Serv-Other	822
70	HANNEMAN SERVICE	12697	'06 Toyota Sienna van red; no plates	08/29/2022	55.00		100-605-322 Prof Serv-Other	822
Total 70:					200.00			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001554742	2017 CODE ADMIN/HR MGMT PUBLIC BOOKS	08/30/2022	270.95	09/08/2022	100-605-640 Books and Periodicals	822
Total 617:					270.95			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	794179-IN	oil for fleet	09/06/2022	289.59	09/08/2022	100-480-610 AUTOMOTIVE SUPPLIES	922
Total 4329:					289.59			
JOHNSON PERKINS GRIFFIN, LLC								
8625	JOHNSON PERKINS GRIFFIN, LLC	22-080-01/02	NNCH updated appraisal	09/02/2022	5,500.00		100-414-322 Prof Serv-Other	922
Total 8625:					5,500.00			
KALBACHER ASSOCIATES, LLC								
8888	KALBACHER ASSOCIATES, LLC	20220903	Aug 22 Comprehensive Grant Services	09/03/2022	2,250.00		100-415-900 Contingency	922
Total 8888:					2,250.00			
LEMONS, GRUNDY & EISENBERG								
8835	LEMONS, GRUNDY & EISENBERG	6	HR conflict attorney	09/12/2022	820.00		100-414-310 Prof Serv-Legal	922
Total 8835:					820.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	002505	IRRIGATION	09/07/2022	61.74		100-575-600 General Supplies	922
7650	LOWES CREDIT SERVICES	02111	plant support materials	08/10/2022	112.48		510-840-614 Plant/Shop/Maint. Supplies	822
7650	LOWES CREDIT SERVICES	16691	cleaning supplies	09/01/2022	24.12	09/08/2022	100-417-600 General Supplies	922
7650	LOWES CREDIT SERVICES	2317	Chlorine Bottles	09/06/2022	123.76	09/08/2022	520-810-617 Supplies-Chemical	922
7650	LOWES CREDIT SERVICES	2356	Miscellaneous plant support supplies	08/16/2022	213.99		510-840-614 Plant/Shop/Maint. Supplies	822
7650	LOWES CREDIT SERVICES	2550	misc. cleaner goof off	09/13/2022	105.99		100-417-612 Building Maintenance Supplies	922
7650	LOWES CREDIT SERVICES	2572	misc pruning blades safety glasses recip saw.	09/13/2022	288.67		100-475-605 Minor Equipment	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	2585	form boards for headwall on Bandana	09/08/2022	130.27		100-475-600 General Supplies	922
7650	LOWES CREDIT SERVICES	2696	plant support materials	08/02/2022	72.56		510-840-614 Plant/Shop/Maint. Supplies	822
7650	LOWES CREDIT SERVICES	8007	Pad lock and cutting wheels	09/07/2022	18.02	09/08/2022	520-810-614 Supplies-Plant/Shop/Maint	922
Total 7650:					1,151.60			
MACLEOD WATTS, INC.								
8678	MACLEOD WATTS, INC.	83022Fernl	OPEB Actuary Report - 6.30.2022	08/30/2022	2,300.00	09/08/2022	100-415-322 Prof Serv-Other	822
Total 8678:					2,300.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	l8144	portable restroom	09/01/2022	113.33	09/08/2022	100-575-420 Contract Services	922
8509	MARSHALL'S SEPTIC CARE	l8145	portable restroom Autumn winds	09/01/2022	113.33	09/08/2022	100-575-420 Contract Services	922
8509	MARSHALL'S SEPTIC CARE	l8146	portable restroom OTP	09/01/2022	514.65	09/08/2022	100-575-420 Contract Services	922
8509	MARSHALL'S SEPTIC CARE	l8148	portable restroom Green valley	09/01/2022	200.66	09/08/2022	100-575-420 Contract Services	922
8509	MARSHALL'S SEPTIC CARE	l8149	portable restrooms ITP	09/01/2022	200.66	09/08/2022	100-575-420 Contract Services	922
8509	MARSHALL'S SEPTIC CARE	l8150	portable restroom Ponderosa	09/01/2022	113.33	09/08/2022	100-575-420 Contract Services	922
8509	MARSHALL'S SEPTIC CARE	l8152	portable restroom Depot	09/01/2022	113.33	09/08/2022	100-575-420 Contract Services	922
8509	MARSHALL'S SEPTIC CARE	l8169	Pump holding tanks	09/02/2022	34,905.00	09/08/2022	510-840-426 Contract Svc-Residuals Dispose	922
Total 8509:					36,274.29			
MATCO TOOLS								
8529	MATCO TOOLS	121042	air gauge and fill	09/09/2022	129.39		100-480-600 GENERAL SUPPLIES/TOOLS	922
Total 8529:					129.39			
MCDONALD CARANO								
322	MCDONALD CARANO	12448210	Litigation and conflict counsel	08/30/2022	6,490.00		100-414-310 Prof Serv-Legal	822
Total 322:					6,490.00			
MIRACLE RECREATION EQUIPMENT CO								
7251	MIRACLE RECREATION EQUIPMENT CO	845737	slides and components	08/24/2022	2,714.04	09/08/2022	100-575-430 Service-Repair and Maintenance	822
Total 7251:					2,714.04			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	106748779	REFUND HEADSTONE DEPOSIT	09/08/2022	250.00		100-223200 Deferred Revenue - Cem. Plots	922
1111	MISCELLANEOUS ONE TIME VENDOR	4.000971	REFUND DEPOSIT OPEN & CLOSE FEE	09/08/2022	350.00		100-223200 Deferred Revenue - Cem. Plots	922
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-003	RELEASE BOND; 556 COUNTRY HOLLOW DRIVE	08/30/2022	700.00	09/08/2022	100-228300 Customer Deposits/Bonds - Dev	822
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-045	RELEASE BOND; 787 DIVOT DR	09/07/2022	500.00		100-228300 Customer Deposits/Bonds - Dev	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1111:					1,800.00			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	173168-IN	suction clamps	08/30/2022	131.64		520-810-430 Service-Repair and Maintenance	822
Total 6635:					131.64			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	143759	Prof Services-Euth cat	08/17/2022	88.00	09/08/2022	100-525-322 Prof Serv-Other	822
Total 6660:					88.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	30335266	air hose for shop	08/31/2022	83.47	09/08/2022	100-480-600 GENERAL SUPPLIES/TOOLS	822
115	MSC INDUSTRIAL SUPPLY CO	33056226	Hour Meters	09/08/2022	187.16		510-810-614 Supplies-Plant/Shop/Maint	922
Total 115:					270.63			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	374088	fuel filter for streets	07/05/2022	96.84	09/08/2022	100-475-610 Automotive Supplies	722
58	NAPA AUTO & TRUCK PARTS	374225	feul filter for streets small dump	07/07/2022	113.15	09/08/2022	100-475-610 Automotive Supplies	722
58	NAPA AUTO & TRUCK PARTS	376351	paint	08/11/2022	68.37	09/08/2022	100-475-610 Automotive Supplies	822
58	NAPA AUTO & TRUCK PARTS	376675	paint	08/16/2022	53.07	09/08/2022	100-475-610 Automotive Supplies	822
58	NAPA AUTO & TRUCK PARTS	376688	wiper blades	08/16/2022	12.89	09/08/2022	100-480-610 AUTOMOTIVE SUPPLIES	822
58	NAPA AUTO & TRUCK PARTS	377692	air tools for shop	08/31/2022	40.97		100-480-610 AUTOMOTIVE SUPPLIES	822
58	NAPA AUTO & TRUCK PARTS	377696	pipe for streets	08/31/2022	16.98		100-475-610 Automotive Supplies	822
58	NAPA AUTO & TRUCK PARTS	378135	flex tube for 1005	09/08/2022	43.77		510-810-610 Automotive Supplies	922
Total 58:					446.04			
NCE								
7617	NCE	675192518	on call development inspection services	07/01/2022	2,702.50		100-529-320 Prof Serv-Engineering	722
7617	NCE	675192520	On call development inspection services	08/26/2022	6,391.25		100-529-320 Prof Serv-Engineering	822
Total 7617:					9,093.75			
NEVADA SUPREME COURT								
8111	NEVADA SUPREME COURT	#ARINV12	Court View User Fee for Four Users	07/21/2022	10,000.00		100-425-322 Prof Serv-Other	722
Total 8111:					10,000.00			
OFFICE DEPOT								
133	OFFICE DEPOT	254497537001	Tab refills	07/13/2022	31.47	09/08/2022	100-414-600 General Supplies	722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	254497541001	Phone stand	07/13/2022	19.89	09/08/2022	100-414-600 General Supplies	722
133	OFFICE DEPOT	259589182001	Wireless keyboard	08/26/2022	45.34	09/08/2022	510-840-601 Office Supplies	822
133	OFFICE DEPOT	259595922001	Wireless mouse; pens; hooks	08/26/2022	4.13	09/08/2022	520-810-601 Office Supplies	822
133	OFFICE DEPOT	259595922001	Wireless mouse; pens; hooks	08/26/2022	2.07	09/08/2022	100-417-601 OFFICE SUPPLIES	822
133	OFFICE DEPOT	259595922001	Wireless mouse; pens; hooks	08/26/2022	4.13	09/08/2022	510-810-601 Office Supplies	822
133	OFFICE DEPOT	259595922001	Wireless mouse; pens; hooks	08/26/2022	5.16	09/08/2022	100-475-601 Supplies-Office	822
133	OFFICE DEPOT	259595922001	Wireless mouse; pens; hooks	08/26/2022	54.32	09/08/2022	510-840-601 Office Supplies	822
133	OFFICE DEPOT	259595922001	Wireless mouse; pens; hooks	08/26/2022	3.10	09/08/2022	100-575-601 Office Supplies	822
133	OFFICE DEPOT	259595979001	Misc office supplies	08/26/2022	8.84	09/08/2022	100-475-601 Supplies-Office	822
133	OFFICE DEPOT	259595979001	Misc office supplies	08/26/2022	3.54	09/08/2022	100-417-601 OFFICE SUPPLIES	822
133	OFFICE DEPOT	259595979001	Misc office supplies	08/26/2022	7.07	09/08/2022	510-810-601 Office Supplies	822
133	OFFICE DEPOT	259595979001	Misc office supplies	08/26/2022	3.53	09/08/2022	510-840-601 Office Supplies	822
133	OFFICE DEPOT	259595979001	Misc office supplies	08/26/2022	5.30	09/08/2022	100-575-601 Office Supplies	822
133	OFFICE DEPOT	259595979001	Misc office supplies	08/26/2022	7.07	09/08/2022	520-810-601 Office Supplies	822
133	OFFICE DEPOT	261562729001	Return wall file	08/24/2022	58.04-		100-413-600 General Supplies	822
133	OFFICE DEPOT	261571189001	File wall pockets	08/23/2022	58.04	09/08/2022	100-413-600 General Supplies	822
133	OFFICE DEPOT	262802137001	Generic Business Cards	08/24/2022	21.38	09/08/2022	100-416-600 General Supplies	822
133	OFFICE DEPOT	263124276001	Wall file return	09/01/2022	58.04-		100-413-600 General Supplies	922
133	OFFICE DEPOT	263125472001	File wall pockets	08/19/2022	58.04	09/08/2022	100-413-600 General Supplies	822
133	OFFICE DEPOT	263974433001	Return toner	08/31/2022	559.96-		100-575-601 Office Supplies	822
133	OFFICE DEPOT	263974468001	Binder Clips for Financial Scanning Project - Prep for Audit	09/01/2022	43.61		100-425-600 General Supplies	922
133	OFFICE DEPOT	264006476001	Flash Drives - Court/Marshal for Presentations/Council Meetin	09/01/2022	8.99		100-425-600 General Supplies	922
133	OFFICE DEPOT	264964306001	Toner	09/07/2022	35.19		510-810-601 Office Supplies	922
133	OFFICE DEPOT	264964306001	Toner	09/07/2022	35.19		100-475-601 Supplies-Office	922
133	OFFICE DEPOT	264964306001	Toner	09/07/2022	87.97		100-529-600 General Supplies	922
133	OFFICE DEPOT	264964306001	Toner	09/07/2022	17.60		510-840-601 Office Supplies	922
Total 133:					105.07-			

O'REILLY AUTO PARTS

6230	O'REILLY AUTO PARTS	3599-207175	actuator for W/W 2006	08/03/2022	95.49	09/08/2022	520-810-610 Supplies-Automotive	822
6230	O'REILLY AUTO PARTS	3599-207205	SHOCKS FOR VAC-CON	08/03/2022	127.16	09/08/2022	510-810-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-208514	A/C BELT FOR STREETS	08/12/2022	35.16	09/08/2022	100-475-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-209211	WRONG PART	08/16/2022	4.81	09/08/2022	510-810-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-211370	wrap for vac-con	08/31/2022	53.99		520-810-610 Supplies-Automotive	822
6230	O'REILLY AUTO PARTS	3599-211379	hose clamp	08/31/2022	5.37		100-480-610 AUTOMOTIVE SUPPLIES	822
6230	O'REILLY AUTO PARTS	3599-211496	oil filter	09/01/2022	5.29		510-810-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-211506	bushing	09/01/2022	12.20		100-475-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-211582	fuel parts wrong part	09/01/2022	278.99		510-810-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-211669	wrong part credit	09/01/2022	278.99-		510-810-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212475	wrong part	09/07/2022	284.74		510-810-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212488	alterator for streets 3003	09/07/2022	128.83		100-475-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212495	core credit memo	09/07/2022	18.00-		100-475-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212510	core credit memo	09/07/2022	10.00-		100-475-610 Automotive Supplies	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6230	O'REILLY AUTO PARTS	3599-212637	parts for 5002	09/08/2022	214.56		100-605-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212705	parts for fleet	09/08/2022	141.60		100-480-610 AUTOMOTIVE SUPPLIES	922
6230	O'REILLY AUTO PARTS	3599-212766	wrong part	09/09/2022	44.56-		100-605-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212770	parts for parks 4001	09/09/2022	102.40		100-575-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212827	plug wire set for parks	09/09/2022	63.47		100-575-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-212878	clamp	09/09/2022	36.87		100-575-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-213408	oil filter	09/13/2022	5.29		100-605-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-213415	filter	09/13/2022	3.94		100-605-610 Automotive Supplies	922
Total 6230:					1,248.61			
PDM								
139	PDM	494100-01	METAL FOR PARKS	08/29/2022	396.62	09/08/2022	100-575-430 Service-Repair and Maintenance	822
Total 139:					396.62			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2022	Retiree Group Insurance	09/25/2022	223.42		100-415-240 Group Insurance	922
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2022	Retiree Group Insurance	09/25/2022	94.16		100-605-240 Group Insurance	922
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2022	Retiree Group Insurance	09/25/2022	1.08		510-810-240 Group Insurance	922
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2022	Retiree Group Insurance	09/25/2022	261.08		520-810-240 Group Insurance	922
Total 143:					579.74			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26148809	tires for ford f250 2018	09/13/2022	897.12		100-575-610 Automotive Supplies	922
Total 38:					897.12			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	4876957	5392976 Plan comm mtg	08/01/2022	163.00		100-610-540 Advertising	822
152	RENO GAZETTE JOURNAL	4876957	5392942 Notice of Pub Hearing	08/01/2022	137.00		100-610-540 Advertising	822
152	RENO GAZETTE JOURNAL	4876957	5363234 4th Qtr FY2022	08/01/2022	167.00		100-416-540 Advertising	822
152	RENO GAZETTE JOURNAL	4876957	5385452 ZMA22006	08/01/2022	135.00		100-610-540 Advertising	822
152	RENO GAZETTE JOURNAL	4876957	5366673 Ordinance	08/01/2022	149.00		100-416-540 Advertising	822
152	RENO GAZETTE JOURNAL	4876957	5393074 Plan comm meeting	08/01/2022	127.00		100-610-540 Advertising	822
152	RENO GAZETTE JOURNAL	4876957	5366642 Bill #312	08/01/2022	143.00		100-416-540 Advertising	822
152	RENO GAZETTE JOURNAL	4876957	5366633 Bill #310	08/01/2022	161.00		100-416-540 Advertising	822
Total 152:					1,182.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	22-1546	Villa park water main replacement design services	08/31/2022	585.94		510-166100 Construction In Progress	822
8602	RESOURCE CONCEPTS	22-1546	Villa Park Sewer Main replacement design	08/31/2022	820.31		520-166100 Construction In Progress	822

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8602	RESOURCE CONCEPTS	22-1546	Villa park street rehab design services	08/31/2022	937.50		100-475-745 RTC REIMBURSABLE EXPENDI	822
8602	RESOURCE CONCEPTS	22-1572	Filing of WR permits, meetings and other data to the NDWR	08/31/2022	5,653.00	09/08/2022	510-810-698 Water Rights Protection	822
8602	RESOURCE CONCEPTS	22-1573	18-234.1-9 - WR ACCOUNTING PROJECT	08/31/2022	10,092.50	09/08/2022	510-810-698 Water Rights Protection	822
Total 8602:					18,089.25			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	22090502	ARMORED SERVICE - GF	09/07/2022	162.30		100-415-322 Prof Serv-Other	922
8629	SECTRAN SECURITY, INC.	22090502	ARMORED SERVICE - WATER	09/07/2022	162.30		510-810-342 Tech Services-Other	922
8629	SECTRAN SECURITY, INC.	22090502	ARMORED SERVICE - SEWER	09/07/2022	162.30		520-810-342 Tech Services-Other	922
Total 8629:					486.90			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	220762	E-One pumps	09/07/2022	7,334.11		520-810-615 E-One R & M	922
Total 6530:					7,334.11			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN289703	Well Samples - Chrome 6	09/02/2022	340.00	09/08/2022	510-810-423 Contract Services-ANALYTICAL	922
Total 7856:					340.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	128846	signs	09/02/2022	3,035.34		100-475-615 Supplies-Signs and Striping	922
Total 170:					3,035.34			
SMITH & LOVELESS, INC								
213	SMITH & LOVELESS, INC	161607	lift station solenoids	07/01/2022	513.22	09/08/2022	520-810-614 Supplies-Plant/Shop/Maint	722
Total 213:					513.22			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/54350137	socket set for shop	09/09/2022	162.43		100-480-600 GENERAL SUPPLIES/TOOLS	922
Total 8735:					162.43			
SOSU TV CORP								
8909	SOSU TV CORP	WC1078	Fernley Focus Videos July 22	07/08/2022	1,083.00	09/08/2022	100-413-322 Prof Serv-Other	722
8909	SOSU TV CORP	WC1092	DOT Press Conference- Raise Grant	08/29/2022	950.00	09/08/2022	100-413-322 Prof Serv-Other	822
8909	SOSU TV CORP	WC1099	Sept 22 Focus Videos	09/01/2022	1,083.00		100-413-322 Prof Serv-Other	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8909:					3,116.00			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEP 22	CHILD SUPPORT	09/09/2022	319.85		100-219900 OTHER PAYROLL PAYABLES	922
Total 176:					319.85			
SUNRISE ENVIRONMENTAL SCIENTIFIC								
230	SUNRISE ENVIRONMENTAL SCIENTIFIC	133165	Scent control	08/31/2022	2,476.25	09/08/2022	520-810-617 Supplies-Chemical	822
Total 230:					2,476.25			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2022250106047	Drinking Water Treatment Chemical	09/06/2022	14,972.24		510-840-617 Chemicals	922
8646	THATCHER COMPANY, INC.	2022250106111	Credit Memo for Ferric Chloride.	09/06/2022	14,972.24-		510-840-617 Chemicals	922
8646	THATCHER COMPANY, INC.	2022250106112	please update	09/06/2022	17,293.10		510-840-617 Chemicals	922
8646	THATCHER COMPANY, INC.	2022250106113	Credit memo for ferric chloride.	09/06/2022	17,293.10-		510-840-617 Chemicals	922
8646	THATCHER COMPANY, INC.	2022250106114	please update	09/06/2022	17,293.10		510-840-617 Chemicals	922
8646	THATCHER COMPANY, INC.	2022250106146	Credit memo for incorrect pricing	09/06/2022	17,293.10-		510-840-617 Chemicals	922
8646	THATCHER COMPANY, INC.	2022400107181	WWTP chlorine delivery	08/25/2022	4,388.45	09/08/2022	520-810-617 Supplies-Chemical	822
Total 8646:					4,388.45			
TSK								
8714	TSK	NV_21-058.00_007	7/1-7/31 Schematic Design CRRC	07/31/2022	46,421.25	09/08/2022	220-480-810 ARPA	722
Total 8714:					46,421.25			
USA BLUEBOOK								
464	USA BLUEBOOK	101817	Chlorine pump replacement	09/06/2022	2,946.11		520-810-430 Service-Repair and Maintenance	922
Total 464:					2,946.11			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2055	SCADAAlarm system installation and Chemical building HMI	08/31/2022	4,614.53		510-840-429 Contract Services-SCADA	822
8606	VERUS ASSOCIATES NEVADA, LLC	2058	Software replacement for SCADA alarms	08/31/2022	7,157.95		520-810-430 Service-Repair and Maintenance	822
Total 8606:					11,772.48			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	22-3538	WWTP Dumpster service	08/30/2022	297.00	09/08/2022	520-810-412 Utility Service-Refuse	822

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6118:					297.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 AUG 22	6-82646-25001	09/01/2022	611.16	09/08/2022	100-475-412 Utility Services-Refuse	922
447	WASTE MANAGEMENT	33001 SEP 22	11-60772-33001	09/06/2022	103.14	09/08/2022	100-417-412 Utility Services-Refuse	922
447	WASTE MANAGEMENT	33005 SEP 22	11-60745-33005	09/06/2022	14.39	09/08/2022	510-840-412 Utility Service-Refuse	922
447	WASTE MANAGEMENT	33009 SEP 22	11-60774-33009	09/06/2022	84.39	09/08/2022	510-810-412 Utility Service-Refuse	922
447	WASTE MANAGEMENT	43003 SEP 22	11-60760-43003	09/06/2022	42.20	09/08/2022	520-810-412 Utility Service-Refuse	922
447	WASTE MANAGEMENT	63002 AUG 22	11-74239-63002	09/01/2022	1,520.57		100-575-412 Utility Service-Refuse	922
447	WASTE MANAGEMENT	95009 AUG 22	8-29467-95009	09/01/2022	448.45		100-575-412 Utility Service-Refuse	922
Total 447:					2,824.30			
WESTERN NEVADA DEV DISTRICT								
325	WESTERN NEVADA DEV DISTRICT	488	WNDD Membership 22/23	07/01/2022	5,000.00	09/08/2022	100-412-581 Dues and Memberships	722
Total 325:					5,000.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	019409779	Binstock: Repair Clamps	08/15/2022	.05	09/08/2022	510-810-613 Supplies-Meter Service	822
195	WESTERN NEVADA SUPPLY CO.	19395270	Bin Stock	08/01/2022	58.33	09/08/2022	510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	19395270-1	bin stock	08/04/2022	15.66	09/08/2022	510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	19397250	MF Feed Strainer ARV	08/01/2022	601.08	09/08/2022	510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	19397251	MF feed strainer ARV rebuild kit	08/18/2022	158.00	09/08/2022	510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	19397251-I	Freight	08/18/2022	23.37		510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	19403898	bin stock	08/04/2022	209.12	09/08/2022	510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	19403898-1	bin stock	08/11/2022	31.68	09/08/2022	510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	19407575	irrigation	08/08/2022	878.78	09/08/2022	100-575-600 General Supplies	822
195	WESTERN NEVADA SUPPLY CO.	19420610	Sensus Iperl Water Meters	08/30/2022	4,461.60	09/08/2022	510-166100 Construction In Progress	822
195	WESTERN NEVADA SUPPLY CO.	19431231	Binstock: Repair Clamps & Brass Fittings	08/30/2022	1,285.89	09/08/2022	510-810-613 Supplies-Meter Service	822
195	WESTERN NEVADA SUPPLY CO.	19440743	irrigation	08/30/2022	1,783.00	09/08/2022	100-575-600 General Supplies	822
195	WESTERN NEVADA SUPPLY CO.	19442543	culvert	08/31/2022	1,568.80	09/08/2022	100-475-600 General Supplies	822
195	WESTERN NEVADA SUPPLY CO.	19446021	18" culvert for country drive	08/31/2022	1,371.14	09/08/2022	100-475-600 General Supplies	822
195	WESTERN NEVADA SUPPLY CO.	19447375	Fire Hydrant & Couplings	09/02/2022	4,329.18	09/08/2022	510-810-430 Repairs & Maintenance	922
195	WESTERN NEVADA SUPPLY CO.	S290851	service charge irrigation late invoices	08/31/2022	11.73	09/08/2022	100-575-600 General Supplies	822
Total 195:					16,787.41			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22070175	Water Sample Lab Analysis	08/31/2022	140.00		510-840-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22070298	Water Sample lab analysis	08/31/2022	1,200.00		510-840-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22070876	residual solids lab testing	08/31/2022	408.73	09/08/2022	510-840-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080065	WWTP Monitoring Well Samples	08/31/2022	493.95	09/08/2022	520-810-423 Contract Services-ANALYTICAL	822

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080066	WWTP Influent & Effluent Samples	08/31/2022	350.46	09/08/2022	520-810-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080171	Coliform Sample - Main St Park #1	08/31/2022	17.50	09/08/2022	510-810-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080172	Coliform Sample - Mifflin St #1	08/31/2022	35.00	09/08/2022	510-810-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080241	Coliform Sample - Main St Park #2	08/31/2022	17.50	09/08/2022	510-810-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080242	Coliform Sample - Mifflin St #2	08/31/2022	35.00	09/08/2022	510-810-423 Contract Services-ANALYTICAL	822
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080570	Aug Coliform Sampling #2	08/31/2022	175.00	09/08/2022	510-810-423 Contract Services-ANALYTICAL	822
Total 8709:					2,873.14			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	22218	replace pole lights install shut off in shop	09/01/2022	2,388.84	09/08/2022	100-475-614 Supplies-Plant/Shop/Maint	922
Total 8650:					2,388.84			
Grand Totals:					846,816.26			

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
SEPTEMBER 7, 2022**

Mayor Roy Edgington called the meeting to order at 04:59 PM at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Roy Edgington, Councilman Lau, Councilwoman McKay, Councilman Torres, Councilman Lacy, Acting City Manager Patrick Marsh, Assistant to the City Manager Trisha Connor, City Attorney Brandi Jensen, Deputy Public Works Director Barry Williams, City Engineer Derek Starkey, Director of Finance Denise Lewis, City Clerk Kim Swanson, Planning Director Tim Thompson (via zoom), Administrative Specialist Tiffany Wood, Building Inspector Charity Birkel. **Absent:** Councilwoman Zoberski.

1.2. Public Forum

Tammy Dittman said she was going to miss Planning Director Tim Thompson.

Leroy Goodman wanted to give kudos on the patch job they did on the intersection of Miller and Main Street. He said Patrick Marsh is doing an excellent job as acting city manager.

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE THE AGENDA WITH ITEM 2.6 REMOVED.
Action: Approve, **Moved** by Councilwoman McKay, **Seconded** by Councilman Lacy.
Vote: Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of the Voucher Report

2.2. (Possible Action) Approval of Minutes from August 17, 2022

2.3. (Possible Action) Business Licenses

2.4. Possible Action to Approve the Will-Serve Request from Mark IV Capital (Redwood Materials Building A) for 1.9 ERC's of Water and 9.3 ERC's of sewer for Lyon County Parcel 021-242-22 Building A located at 1895 Duffy Road, Fernley, NV 89408.

2.5. Possible action to approve Resolution 22-017 to accept the public improvements including roadway, water, sewer, storm drain, retention basin infrastructure and lift station for the Eagle Meadows Subdivision.

2.6. Possible action to approve the Final Subdivision Map for Cook Ranch Estates Phase 3

creating a 76-lot single-family residential subdivision.

Motion: MOVE TO APPROVE THE CONSENT AGENDA WITH ITEM 2.6 BEING REMOVED.

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

Vote: Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

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 of the Lyon County Sheriffs' Office said on August 28th officers were dispatched for a homicide from a shooting. They responded and a man was taken into custody. He wanted to thank Mr. Ray Lowrey for traffic control services during the incident and for a rapid response. Lyon county Human Services were instrumental in the response during the incident. Lt. Brantingham announced the officer involved in the shooting has been brought back to work. A radar trailer was put up around the school zone to help mitigate speeding and other traffic problems.

Neil McIntyre from the Lyon County School District said the older schools are having a hard time with the air conditioners in this heat. The district is working on the issue. He continued that they were able to get concrete for the high school project to continue and the gymnasium parking lot is being developed. It should be up and running in about a year.

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

Acting City Manager Patrick Marsh said the Arts and Culture Taskforce is accepting submissions for the art traffic box project with more information available at cityoffernley.org and by contacting the City Manager's office. He also announced the Battle Born Rangers would host the 26th annual ROOP County Days event September 8th through September 10th at the Cowboy Pistol Range/Reno Fernley Tahoe Raceway .

Charity Birkel read the statistics for the building department from the month of August.

Mayor Edgington announced the special meeting on Tuesday at 5pm for the interviews for the City Manager position. The City of Reno has offered to help fill some staff deficits while the City of Fernley is recruiting more staff.

4. PROCLAMATIONS BY THE MAYOR

Mayor Edgington read a proclaiming the month of September as childhood cancer awareness month.

Councilman Torres read a proclamation to raise awareness of suicide prevention and mental health de-stigmatization. Mayor Edgington proclaimed September 2022 as national suicide prevention action month in the city.

5. PRESENTATIONS

5.1. Presentation by Domestic Violence Intervention

Karen Moessuer Intervention Director of Domestic Violence in Fallon. She said Lyon county has been trying to begin their own domestic violence program and they are looking for Board members

to help create a non-profit program to support domestic violence victims.

6. PUBLIC HEARINGS

6.1. (For possible action) Second Reading and Public Hearing, Bill #312 - ZMA22006 Consideration and possible action on a Zoning Map Amendment request to change the zoning from SF6 (residential single-family - 6,000 square feet), SF12 (residential single-family - 12,000 square feet), and C1 (neighborhood commercial) to MDR14 (medium density residential - 14 dwelling units per acre) on a site ±31.15 acres in size generally located south of Main Street and west of Miller Lane, Fernley, NV. (APN: 021-041-09)

Planning Director Tim Thompson presented the proposed zoning map amendment for Miller Lane and Main Street.

Derek Kirkland presented the project overview on behalf of Wood Rogers.

Mayor Edgington announced Councilwoman Felicity had joined the meeting over the phone.

There was a discussion about the proposed project and zoning changes.

Mayor Edgington opened up public input.

Leroy Goodman said the project is not a good idea for families in Fernley. He continued that it would be a high density project that would stress the roads around the development and all the residents surrounding it. He mentioned the traffic has been increasingly difficult. The bottleneck created by the underpass and railroad has made traffic conditions worse. The other project was opposed by the residents of Fernley on the west end, yet it was approved.

Don Parsons from Rose Lane spoke about a lack of transparency from the applicants for the Fernley Residents. He said Fernley is growing so fast and the schools, fire dept., Police dept. are all suffering, plus there is not even a hospital here. He went on to explain that the residents are going to pay for that and is not expanding fast enough for the population increase. Children now have to walk within 3 miles of the school. He was denied access to the plans last week.

Ed Phillips on behalf of Joe Reisenauer, read the public input he submitted. It detailed the potential opportunities he felt the project could provide the citizens of Fernley. He wrote to implore the council to look upon the zoning change favorably.

Brent Kolvet expressed concern about whether the proposed project would be upheld in the final stages and what exact improvements would be made to Miller lane to resolve the current traffic issues as well as the future ones it will cause.

Lowell Patton from the Builder's association said this project highlighted the struggles they have to develop projects that would benefit the community and build structures the people want. He wanted to say they are in favor of the project.

Deborah Bement said she never received notice of this project. She said she was concerned about the traffic and the high density project for that area. Deborah also said pedestrians on Miller could be at risk because the plans say they "may" make changes and she doesn't like that the word

"may" could give the applicants a way out of the proposed changes.

Bjorn Koch opposed the zoning change due to the horses on Miller Lane getting hit.

A five minute recess was taken at this time.

Michael Bement asked the council to follow the Planning Commission's advice. He said semi-trucks are hitting Rose Lane at 70mph and slamming on their brakes to get around the bend and has become very dangerous. He asked the council to stick with the master plan.

Michael Moresi said is currently opposed to this project but acknowledged that residents need different types of housing and liked some pictures of proposed changes to Miller Lane but he has not heard about the impact on the schools and businesses on the east side of town from the traffic the development would bring to the rest of the town. The traffic issues extended further from the 2 blocks around the project itself that the developers had focused on. He clarified that he is not completely against it but questions that need to be answered.

Tammy Dittman spoke about the importance of change and growth in the city and said the 25 million dollars awarded to Fernley for exit 50 will help alleviate the traffic issues. She said new developments could ease taxes for citizens and help young people stay close to their families rather than having to leave. She was for the zoning change.

William Shattack spoke about real estate and mortgages that keep rising. He continued that rising prices demand smaller homes for more money and this project would help people get more for their money.

Pat Spracklin said the west side of Fernley is a disaster and liked the proposed development to help the residents and their housing needs. She is definitely for the project.

Neal McIntyre said he is for the project and explained he is because they are a reputable company that has people from Fernley and Reno and has experience working with them. He mentioned the grant for Fernley to extend the road from exit 50 to highway 50.

Marty Hannah said she lives on the east side of town and approves the zoning change and pointed out this particular item is about the zoning change, not the traffic issues for the project. She added the project itself would come back to council to be reviewed.

Ryan Hannan commented that misinformation is a huge problem for Fernley. He explained if they don't build the houses, the people coming in for the new jobs created will have to commute to Fernley, which would create more through-traffic. He said more projects would bring in more tax revenue.

Planning Director Tim Thompson agreed with Marty Hannah that this item is just a zone change proposal, not about the particular project. He clarified that zoning map changes would not be sent to the school district, but tentative maps would be sent to the school district. He added that the noticing requirement was 300ft radius around the project and at least 30 people. However, the city noticed within a 750ft radius and exceeded the 30 people requirement.

Derek Kirkland, on behalf of the developer, stated they already have a builder to work with them and they would be coordinating with staff and the public to make any needed adjustments.

Motion: MOVE TO ADOPT BILL #312, A GENERAL ORDINANCE FOR ZONING MAP AMENDMENT ASSOCIATED WITH ZMA22006 BASED ON FINDINGS ZI THROUGH Z3 AND FACTS SUPPORTING THESE FINDINGS AS SET FORTH IN THE STAFF REPORT. **Action:** Approve, **Moved by** Councilwoman Fran McKay, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, **No:** Councilman Torres.

Councilwoman Felicity Zoberski left the meeting.

A five-minute recess was taken at this time.

6.2. Public Hearing: Presentation, discussion, and possible action on the 2023-2024 Community Development Block Grant (CDBG) program update, priorities and citizen participation process. Public Meeting #2.

Trisha Connor, Assistant to the City Manager, presented the progress of the CDBG grant program for Fernley. She announced the 3rd and final meeting was set for November 13th.

Mayor Edgington called for Public Input.

Jenae Smith said the ADA-compliant sidewalks would be a huge help for her and those in Fernley that are disabled. She said the gravel roads are an issue around where she lives. She asked about sidewalks from Cottonwood to Main Street.

Motion: MOVE TO ACCEPT THE ANNUAL CDBG PROGRAM OVERVIEW PRESENTATION AND SUPPORT THE CITIZEN PARTICIPATION PROCESS. **Action:** Approve, **Moved by** Councilman Torres, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay, **Absent:** Councilwoman Zoberski.

7. STAFF REPORTS

7.1. A. Discussion and Possible Action regarding the City Clerk's past year's performance, and the City Council and Mayor's satisfaction with the City Clerk's employment performance and general performance as the City Clerk.

B. Discussion and Possible Action to approve the City Clerk's salary.

HR Manager Jacki Moxley opened the presentation for the City Clerk Kim Swanson and provided an overview of the evaluation from city council on September 7th.

City Clerk Kim Swanson presented a response to the evaluation and focused on the Clerk Department's progress for the year.

Motion: MOVE TO APPROVE THE CITY CLERK'S EVALUATION. **Action:** Approve, **Moved by** Councilwoman Fran McKay, **Seconded by** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3, No 1. **Yes:** Councilman Lacy, Councilman Lau, Councilwoman

McKay, **No:** Councilman Torres, **Absent:** Councilwoman Zoberski.

Motion: MOVE TO APPROVE THE CITY CLERK'S INCREASE OF 5% EFFECTIVE SEPTEMBER 4TH 2022. **Action:** Approve **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 3, No 1. **Yes:** Councilman Lacy, Councilman Lau, Councilwoman McKay, **No:** Councilman Torres, **Absent:** Councilwoman Zoberski.

7.2. A. Discussion and Possible Action regarding the City Treasurer's past year's performance, and the City Council and Mayor's satisfaction with the City Treasurer's employment performance and general performance as the City Treasurer.

B. Discussion and Possible Action to approve the City Treasurer's salary.

HR Manager Jacki Moxley opened the presentation for the Director of Finance, Denise Lewis, and provided an overview of the evaluation from city council on September 7th.

Denise Lewis spoke about her evaluation and gave a report for the finance department for the year.

Motion: MOVE TO APPROVE THE CITY TREASURER'S EVALUATION. **Action:** Approve, **Moved by** Councilwoman Fran McKay, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay, **No:** None, **Absent:** Councilwoman Zoberski.

Motion: MOVE TO APPROVE THE CITY TREASURER'S INCREASE TO THE CAP OF THE SALARY RANGE EFFECTIVE SEPTEMBER 4th 2022. **Action:** Approve, **Moved by** Councilwoman McKay, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were none.

9. PUBLIC FORUM

Ryan Hannon said all of the employees are a huge asset to the City of Fernley and thanked Kim Swanson and Denise Lewis. He said all the employees work very hard for very little and deal with a lot of negativity on the front line in city Hall. He said they deserve a lot more of a wage increase.

10. ADJOURNMENT

The next regular City Council meeting will be September 21st at 5 pm. The next City Council meeting is a special meeting on September 13th.

There being no further business to come before it, the Fernley City Council meeting adjourned at 08:24 PM, September 7th, 2022.

Approved by the Fernley City Council on September 21, 2022, by a vote of:

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

Mayor Roy Edgington

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL SPECIAL MEETING
SEPTEMBER 13, 2022**

Mayor Edgington called the meeting to order at 5:00 PM at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Roy Edgington, Councilman Lau, Councilwoman McKay, Councilman Lacy, Councilman Torres, Councilwoman Zoberski, HR Director Jacki Moxley, Building Inspector Charity Birkel, Public Works Director Dave Whalen, Associate Planner Shay League, City Attorney Brandi Jensen, Deputy City Attorney Aaron Mouritsen, Director of Finance Denise Lewis, Assistant to the City Manager Trisha Connor, Administrative Specialist April Homme, City Clerk Kim Swanson, Administrative Specialist Tiffany Wood.

1.2. Public Forum

There were none.

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE THE AGENDA. **Action:** Approve, **Moved by** Councilman Stan Lau, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

2. STAFF REPORTS

2.1. Discussion and possible action to conduct interviews and appoint the City Manager with candidates being: Melissa Evans, Patrick Marsh and Robert Switzer.

Jacki Moxley, HR Manager, introduced the candidates and explained the process for the final rounds of interviews for the City Manager position.

Robert Switzer answered questions presented by Jacki Moxley, the HR Director, and the City Council.

There was a five-minute break at 5:33PM.

Melissa Evans answered questions presented by Jacki Moxley and the City Council.

There was a five-minute break taken at 6:21pm.

Patrick Marsh answered questions presented by Jacki Moxley and the City Council.

There was a 15 minute break taken at 6:59pm.

Motion: MOVE TO OFFER PATRICK MARSH THE POSITION OF CITY MANAGER.
Action: Approve, **Moved by** Councilman Ray Lacy, **Seconded by** Councilwoman Fran McKay.
Vote: Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were none.

4. PUBLIC FORUM

Neal McIntire thanked the candidates that applied and felt the council made an excellent choice in Patrick Marsh.

Mendy Elliot on Zoom from Flynn Guiducci congratulated Patrick Marsh and thanked the candidates.

5. ADJOURNMENT

The next City Council meeting is set for September 21st, at 5pm.

There being no further business to come before it, the Fernley City Council meeting adjourned at 07:19 PM.

Approved by the Fernley City Council on September 21, 2022, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Roy Edgington

SATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 08/31/2022-09/15/2022

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Kernan Electrical Inc.	Kernan, Randall J.	1726 1/2 C Street	Sparks	NV	89431	775-331-4117	Contractor	Electrical Contractor 53007, C-
Ultimate Sign Incorporated	Stephen Burden	892 Maestro Drive #101	Reno	NV	89511	775-360-3690	SignsDesign Manufact.\S	Sign Contractor #86741
Health Benefits Associates	Alex Sampson	460 W. Main St. #101	Fernley	NV	89408	775-828-0001	Insurance Services	Medicare and Health Insuranc
Fiber Works LLC	Steven&Karen Evans	3585 Uccelli Lane	Fernley	NV	89408	314-651-0786	Business Specific Profes	Alpaca Fiber Processing
Yablonovsky Art	Joe Yablonovsky, Ca	892 Jill Marie Ln	Fernley	NV	89408	775-560-6399	Artist/Art Studio	Artist and Mobile Art Vendor
Lopez Home Repair	Rosa L. Lopez	220 Parkland Way	Fernley	NV	89408	801-603-5398	Handyman	Handyman and home cleaning
All 4 Paws Grooming	Veronica Swor	320 Parkland Way	Fernley	NV	89408	775-471-5272	Animal/Pet Services, gro	Home office & mobile pet groo
Start to Finish Handyman Services	Michael W. Thurman	660 Westerlund Ln	Fernley	NV	89408	775-431-0287	Handyman	Handyman
Sproue Communications Inc.	Jesse Sprouse	2898 Nacimiento Lake Dr.	Paso Robles	CA	93446	805-369-2970	Contractor	Telecommunications Contracto
Kathi Morser-Garrison	Kathi Morser-Garriso	3300 Farm District Rd	Fernley	NV	89408	775-741-8770	Hobby/Crafter, Sewing, J	Hobby/Crafter
Lori Bulock	Lori Bulock	7890 Opal Bluff Dr	Reno	NV	89506	253-405-1353	Hobby/Crafter, Sewing, J	Hobby/Crafter: wreaths & hom
Northern Nevada Energy Solutions	Yarnell Jones	10450 Sutters Mill Ln	Reno	NV	89508	775-481-7116	Manufactured Home Sale	Manufactured water/heater an
Grand Totals:								
12								

Report Criteria:

License.Status = "Active"

Business.Origination date = 08/31/2022-09/15/2022



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 21, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Dan Lynch

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

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 of transport of subjects in custody.

AGENDA ITEM BRIEF:

To authorize the City of Fernley to enter into an Interlocal Agreement with Lyon County for personnel support and a means to transport subjects in custody.

It is the intention of this agreement to allow the Fernley Municipal Court Marshal to support the Canal Township Bailiff as needed to provide court security, and to transport 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 transportation of Defendants who are 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 Worker's Compensation coverage for all employees who are subject to this Interlocal Agreement. Workers 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):

None, both are governmental entities. 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:

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 Marshal's position has a primary function to provide Court Security. Prior to the Marshal's position, the court contracted with Lyon County Sheriff's Department for court security. The Sheriff's Office has manpower issues limiting their availability, at which time there is no security for the court. The court would like to establish an agreement for personnel support to have personnel trained in court security to be able to work together to provide for the safety of their courts. This Interlocal Agreement would allow the Bailiff and Marshal to provide court security in either location and use any of the equipment necessary for the transportation of persons in custody.

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 be paid by the respective entities.

ATTACHMENTS:

1. Addendum B - Interlocal Agreement for the Personnel Support and means to transport (1) Lyon county

**2022 MOU ADDENDUM B
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 coven 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. Worker's Compensation

It is agreed that both entities will provide legally sufficient Worker's Compensation coverage for all employees who 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.

4. 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.

5. 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.

9. Governing Law:

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 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

10. 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.

11. 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.

12. 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.

13. 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.

14. Assignment

This Agreement may not be assigned without the written consent of both parties.

15. 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

Fernley City Council Approved as to form:

Roy Edgington, Mayor
595 Silver Lace Blvd.
Fernley, NV. 89408

Lyon County Board of Commissioners Approved as to Form:

Ken Gray, Chairman
27 S Main Street
Yerington, NV. 89447

City of Fernley:

Patrick Marsh, Acting City Manager
595 Silver Lace Blvd.
Fernley, NV. 89408

Brandi Jensen, Fernley City Attorney
595 Silver Lace Blvd.
Fernley, NV. 89408



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 21, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Dan Lynch

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

There are none

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the Interlocal Agreement with Lyon County Juvenile Probation To review Use of Force Reports

AGENDA ITEM BRIEF:

To authorize the City of Fernley to enter into an Interlocal Agreement with Lyon County for review of Use of Force Reports.

This MOU will allow the review of Use of Force by trained individuals from an outside agency to ensure impartial evaluation of the actions of Law Enforcement engaged in incidents where force was used to effect an arrest. The review of actions in a use of force incident is required by policy and needed to ensure it was applied in a manner that conforms with State and Federal laws.

RECOMMENDED MOTION:

Move to approve the Interlocal Agreement with Lyon County, for review of Use Of Force Incidents to ensure compliance with State and Feral Laws.

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:

Contract with a Law Firm or Consultant specializing in this subject at an unknown cost for a relatively rare occurrence.

BACKGROUND:

The Fernley Municipal Court Marshal has a policy regarding Use of Force that requires reports to be submitted following incidents outlined in the policy. These reports are required to be evaluated, but as a single person agency, the Marshal should not be evaluating their own report and it needs to be evaluated by a third party. The City lacks personnel trained in evaluating Law Enforcement applications of force to ensure the force used was appropriate for the situation. By working with an outside agency the evaluation will be done in an impartial manner by trained personnel.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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).

FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

1. UseofforceMOU

2022 MOU Addendum C
Interlocal Agreement
Reciprocal Use of Force Reviews between the Fernley Municipal Court Marshal
and Juvenile Probation

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 Marshal has need of trained personnel to review any use of force incidences that may occur and,

WHEREAS, the Lyon County Juvenile Probation Department has need of trained personnel to review any use of force incidences,

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 Lyon County Juvenile Probation Department and the City of Fernley Municipal Court Marshal agree to provide investigatory review for one another in the case of a use of force incident by either agency.

b. Parties agree to fill out a Report to Control Active Resistance (RCAR) and forward the report to the investigator by the end of shift following the incident for review.

c. The investigator agrees to comply with the current response to active resistance policy of the agency they are reviewing and complete a report in compliance with that policy.

3. Worker's Compensation

It is agreed that both entities will provide legally sufficient Worker's Compensation coverage for all employees who 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.

4. 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.

5. 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.

9. Governing Law:

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 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

10. 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.

11. 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.

12. 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.

13. 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.

14. Assignment

This Agreement may not be assigned without the written consent of both parties.

15. Notices

All written notices under this agreement shall be delivered to the following officials at the addresses stated:

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Jeff Page, County Manager
27 S Main Street
Yerington, NV. 89447

Fernley City Council Approved as to form:

Roy Edgington, Mayor
595 Silver Lace Blvd.
Fernley, NV. 89408

Lyon County Board of Commissioners Approved as to Form:

Ken Gray, Chairman
27 S Main Street
Yerington, NV. 89447

City of Fernley:

Patrick Marsh, Acting City Manager
595 Silver Lace Blvd.
Fernley, NV. 89408

Brandi Jensen, Fernley City Attorney
595 Silver Lace Blvd.
Fernley, NV. 89408

Steve Rye, District Attorney
27 S. Main Street
Yerington, NV 89447



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 21, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: X No:	Yes: X No:	510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Shawna J. Tibbals, APN 021-331-15 TCID serial number 1059-12 in the amount of 24.39-acre feet

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Shawna J. Tibbals, APN 021-331-15 TCID serial number 1059-12 in the amount of 24.39-acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with Shawna J. Tibbals, APN 021-331-15 TCID serial number 1059-12 in the amount of 24.39-acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to reject the dedication of water rights. This alternative is not recommended by staff and would be contrary to existing city policies.

BACKGROUND:

It is policy for the City of Fernley to have City Council approve all water right dedication agreements.

Shawna Tibbals is proposing to dedicate 24.39 acre-feet of water rights appurtenant to APN 021-331-15 (TCID Serial Number 1059-12) to the City of Fernley with immediate transfer to ERGS, inc. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035 requires developers to dedicate sufficient water rights to support their proposed development projects. Water dedicated to the City and banked under a banking agreement such as the one proposed here may be used to meet that requirement.

FINANCIAL IMPLICATIONS:

This dedication is being made to support future will serve commitment requests. Pursuant to prior Council direction on December 3, 2014, the City will cover all legal and engineering costs associated with the dedication.

ATTACHMENTS:

1. Tibbals Dedication Agreement
2. Tibbals Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 20__ (this “Agreement”), by and between SHAWNA J. TIBBALS, an individual (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

WHEREAS, the City owns and operates a water distribution system located in the City of Fernley, Lyon County; and

WHEREAS, the Dedicator desires to transfer certain water rights to the City as described in Section 2 of this Agreement (the “Water Rights”), to be reserved and credited towards future water utility service requirements; and

WHEREAS, the City is willing to accept the Water Rights to be utilized by the Dedicator for future development requirements within the City’s water utility service area, as it may change from time to time; and

WHEREAS, the Dedicator may desire to assign its rights to apply the Water Rights towards future water utility service requirements to an assignee (the “Assignee”); and

WHEREAS, the City will accept the Water Rights in lieu of the provision of new water rights when an application for water utility service is made in the future by the Dedicator or the Assignee, thereby satisfying one of the pre-conditions for water utility service (i.e. the provision of a water right).

NOW, THEREFORE, it is hereby agreed between the Dedicator and City as follows:

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:
 - (a) The quantity of surface or ground water rights reasonably necessary to ensure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances, resolutions, statutes, standards, and policies in effect at the time the request for a

will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

- (b) Any facilities for water treatment, supply, storage, transmission and distribution, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks), located within or outside of the property for which future will-serve commitments are sought, that are requested and which are reasonably necessary to insure an adequate water supply to the property, will be constructed by the Dedicator or the Assignee, and dedicated to the City; and
- (c) Any easement or legal access reasonably necessary to ensure an adequate water supply to the property will also be dedicated from the Dedicator or the Assignee to the City as part of the grant of will-serve commitments.

2. **Dedicated Water Rights.** The Water Rights dedicated by this Agreement are described as follows:

A Twenty-Four and Thirty-Nine one-hundredths (24.39) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1059-12. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-331-15 and further described in that certain Grant Deed recorded in the official records of Lyon County on February 26, 2010, as Document No. 455222.

3. **Revegetation Requirements.** As a condition of receiving water right dedications in exchange for utility service, any lands which are being irrigated within the existing place of use of the Dedicated Water Rights, and which will no longer be a place of use of the Dedicated Water Rights, must be re-vegetated pursuant to a re-vegetation plan approved by the City. The intent of this requirement is to prevent formerly irrigated lands from becoming dust and erosion hazards when the land is no longer irrigated. This requirement does not apply to land which is the existing place of use if that land will become a subdivision, or other use that will maintain ground cover.

- (a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.
- (b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing

on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

- (i) The City's written confirmation that the re-vegetation plan has been fully performed or
 - (ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.
- (c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.
- (d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (10) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.
4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property and will only provide water utility service if the area is annexed into the City.
- (a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.
 - (b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.
5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

- (a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.
 - (b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.
 - (c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.
 - (d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.
 - (e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less than the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.
6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

within the City's water utility service area as its boundaries are currently set and as they may be expanded through annexation.

- (a) At the option of the Dedicator, the City may prepare all required change applications.
 - (b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.
 - (c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.
7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.
8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.
9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:

- (a) The City is the final authority in determining the number of will-serve commitments which may be granted by the City; and
 - (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.
10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.
- (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five-year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.
 - (b) The City may reject approval of a renewal of this Agreement **only** if:
 - (i) The City sends notice of the expiration of the initial twenty-five-year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and
 - (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.
 - (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.
11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator

ERGS, Inc, _____

9345 Lemmon Dr. _____

Reno, NV 89506 _____

City of Fernley

Department of Public Works _____

595 Silver Lace Boulevard _____

Fernley, NV 89408 _____

12. **General Conditions.**

- (a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- (b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
- (c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.
- (d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- (e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.
- (f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any

right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
 - (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
 - (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of 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. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights 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 this Agreement and withhold the will-serve commitments provided for herein. 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 Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.
- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

Agreed upon the date set forth above between the following parties:

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Shawna J. Tibbals

Date:

Assignee

Dedicator assigns all of its interest in the forgoing agreement to the Assignee identified below who by executing this document agrees to assume all obligations of Dedicator hereunder.

ERGS, INC., a Nevada corporation

Gregory F. Peek, President

Date:

The undersigned hereby affirms that there is no Social Security number contained in this document

LYON CO. APN: 021-331-15

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 20__, to convey the below-mentioned water rights from SHAWNA J. TIBBALS, an individual (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the GRANTEE, and to their successors, heirs, and assigns forever, all of GRANTOR's right, title, and interest in and to those certain waters and water rights situate in Lyon County, State of Nevada, as described as follows, to wit:

A Twenty-Four and Thirty-Nine one-hundredths (24.39) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1059-12. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-331-15 further described as follows:

All that certain real property being a portion of the West ½ of the Northwest ¼ of Section 20, Township 20 North, Range 25 East, M.D.B.&M., and being a portion of Parcel No. 4, as shown on Map No. 58430, and being a portion of Parcel C as shown on Map No. 78772, Lyon County, Nevada, more particularly described as follows:

Parcel 3, as shown on the Parcel Map for Robert W. and Muriel Browne, recorded in the Official Records of Lyon County, Nevada, on June 11, 1986 as Document No. 100090.

This legal description appeared previously in Document No. 455222, recorded on February 26, 2010, Official Records of Lyon County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues, or profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights and the appurtenances, unto the said GRANTEE, and to their successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto executed this WATER RIGHTS GRANT, BARGAIN, & SALE DEED the day and year first written above.

DATED this ____ day of _____, 2022.

GRANTOR:

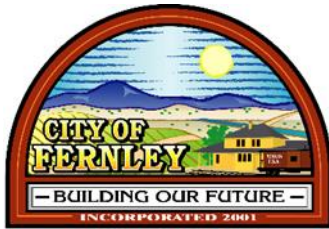
BY: _____
Shawna J. Tibbals

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by Shawna J. Tibbals.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: September 21, 2022

REPORT TO:	Mayor & City Council
REPORT THROUGH:	Patrick Marsh, City Manager
REPORT BY:	Shay League, Associate Planner

FINANCIAL IMPACT: ☒ YES ☐ NO	CURRENTLY BUDGETED: ☐ YES ☒ NO ☐ N/A	FUND/ACCOUNT: GL 100-228311 – Engineering Reimb. (Maps)
---	--	--

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

AGENDA ITEM: Staff Report (For Possible Action): Public Hearing, Resolution #22-019 Discussion and possible action to adopt Resolution #22-019, a resolution of the City of Fernley to modify the Planning Land Division/Mapping fee schedule to reflect increased survey consultant fees.
--

AGENDA ITEM BRIEF: Staff is seeking Council approval of a resolution to amend the current Planning Land Division/Mapping development fees to include the increased cost associated with changing our surveying contractor to reflect increased demand for development review services. Surveyor fee rates are proposed as the highest end of the range provided. Each applicant will be reimbursed for any unexpended surveyor fees.

RECOMMENDED MOTION: “I move to adopt Resolution #22-019 to amend the fee schedule related to Planning Land Division/Mapping Fees within the City of Fernley”
--

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/POLICY REFERENCE

Nevada Statutes:	NRS Chapter 278
Fernley Municipal Code:	FMC Title 32
Policies & Procedure Manual:	N/A
Community Assessment:	N/A
Fernley Development Code:	N/A
Other:	N/A

BACKGROUND

The City Council updated building permit and development services fees in 2008. In September 2017, the City Council adopted Resolution # 17-018 which amended the development services fees. A third amendment was adopted by Resolution # 19-013 in August 2019 to cover the cost of an engineering consultant to perform various development reviews on behalf of the Engineering Department. In June 2020 Council adopted our current development fee schedule via Resolution # 20-009, including the fee schedule for Planning Land Division/Mapping, in response to costs associated with new processes outlined by an update to the development code.

ANALYSIS

City of Fernley does not have an in-house surveyor and must contract out for those planning department applications that require surveying. Our process is to pass the cost of the surveying contractor directly on to the applicant. Our surveyor contractor prices have recently increased as a result of choosing a new surveyor contractor able to meet the demand caused by a rapidly increasing pace of development within Fernley.

Staff recommends adopting Resolution #22-019, approving the revised development services fee schedule for Planning Land Division/Mapping.

ATTACHMENTS:

1. Resolution #22-019 including "Exhibit A", the proposed fee schedule
2. Farr West Surveyor Estimate
3. Comparison of existing and proposed fee schedules

CITY OF FERNLEY
RESOLUTION # 22-019

A RESOLUTION OF THE CITY OF FERNLEY TO MODIFY THE PLANNING LAND DIVISION/MAPPING FEE SCHEDULE TO REFLECT INCREASED SURVEY CONSULTANT FEES.

WHEREAS, the City Council is authorized by various provisions of Nevada Revised Statutes to fix, impose, and collect service charges for various services primarily benefiting individuals or groups rather than the public at large; and,

WHEREAS, the City Council desires to preserve the development services functions as a self-supporting function, improving the city's ability to respond to the growing development and building needs of our community; and,

WHEREAS, the City Council finds it appropriate to charge the public a fee or service charge for providing a service benefiting an individual; and

WHEREAS, the fee or service charge should, in appropriate cases, reflect the cost of the service being provided; and

WHEREAS, the adjustments to fees and service charges shall be submitted in resolution form for consideration;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley, Nevada:

Section 1. That the Fee Schedule attached hereto as "Exhibit A" is hereby adopted as the Planning Land Division/Mapping Fee Schedule of the City of Fernley, Nevada.

Section 2. That all fees are effective September 21, 2022.

Section 3. That any resolution which conflicts with this resolution is hereby repealed. The officers of the City are hereby authorized and directed to take all action necessary to effectuate the provisions of this resolution. The City Clerk is authorized to make editorial changes hereto consistent with the intentions of this resolution. The provisions of this resolution shall be liberally construed to effectively carry out its purposes. In the event that any provision in this resolution is deemed void, invalid, or unenforceable by a court of competent jurisdiction, then such offending provision shall be served from this resolution and all the remaining provisions (including the repeal provision) shall remain in full force and effect.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 21st day of September 2022, by the following vote of the Fernley City Council:

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

FERNLEY CITY COUNCIL

By: _____ Date: _____
Roy Edgington, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk

Exhibit A

CITY OF FERNLEY
DEVELOPMENT SERVICES FEE SCHEDULE
 Fee Schedule - Effective September 21, 2022
 Planning Land Division/Mapping Fees

Fee Description	Application Fee	Surveyor Fee	Noticing Fee	Total (due at time of application)
<u>Planning Fees</u>				
Administrative Review	\$2,350			\$2,350
Annexation	\$4,000	\$1,000	\$300	\$5,300
Appeal	\$750			\$750
Area Plan (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Building Permit Plan Check - Planning	40% of Permit Fee			40% of Permit Fee
Residential Repeats	\$100			\$100
Sign Permit Review	\$75			\$75
Conditional Use Permit	\$3,600		\$300	\$3,900
Continuance	50% of filing fee			50% of filing fee
Development Agreement	\$3,500		\$300	\$3,800
Major Deviation	\$1,750		\$300	\$2,050
Master Plan Amendment (map or text)	\$3,500		\$300	\$3,800
Minor Deviation	\$150			\$150
Planned Development (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Temporary Sign Permit	\$35			\$35
Temporary Use Permit	\$100			\$100
Variance	\$1,750		\$300	\$2,050
Zoning Map Amendment	\$600		\$300	\$900
Zoning Verification Letter	\$150			\$150
<u>Land Division/Mapping Fees</u>				
Abandonment (Vacations)	\$1,500	\$750		\$2,250
Amended Map		\$1,000		\$1,000
Boundary Line Adjustment	\$700	\$1,500		\$2,200
Certificate of Amendment	\$250	\$750		\$1,000
Division of Land into Large Parcels, Final	\$600	\$1,500		\$2,100
Division of Land into Large Parcels, Tentative	\$800			\$800
Extension of Time	\$775			\$775
Parcel Map, Final	\$1,000	\$1,500		\$2,500
Parcel Map, Tentative	\$2,050 + \$200/lot			\$2,050 + \$200/lot
Reversion to Acreage	\$1,400	\$1,000		\$2,400
Roadway Dedication	\$1,500	\$750		\$2,250
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots			\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650	\$2,500		\$4,150

Shay League

From: Shay League
Sent: Wednesday, September 14, 2022 8:30 AM
To: Phil Reimer
Subject: RE: Price estimate question

Phil,

Thank you for this information and for the update. I appreciate your time.

Shay League
Associate Planner
City of Fernley
775-784-9811

From: Phil Reimer <preimer@farrwestengineering.com>
Sent: Wednesday, September 14, 2022 6:58 AM
To: Shay League <sleague@cityoffernley.org>
Cc: Jedidiah Olson <jolson@farrwestengineering.com>; farrwestsurveying@pipedrivemail.com
Subject: RE: Price estimate question

Shay, I have added the cost for the additional maps, (see below) let me know if you need anything else. We should have the latest map reviewed this week.

Thank You

Phil Reimer
(775) 284-7177

From: Shay League <sleague@cityoffernley.org>
Sent: Tuesday, September 13, 2022 4:52 PM
To: Phil Reimer <preimer@farrwestengineering.com>
Subject: RE: Price estimate question

Phil,

Tomorrow is perfect, I appreciate your response.

Shay

From: Phil Reimer <preimer@farrwestengineering.com>
Sent: Tuesday, September 13, 2022 3:50 PM
To: Shay League <sleague@cityoffernley.org>
Cc: Alex Lopez Martinez <almartinez@cityoffernley.org>; Jedidiah Olson <jolson@farrwestengineering.com>
Subject: Re: Price estimate question

I will get this tomorrow

Phil Reimer

On Sep 13, 2022, at 4:49 PM, Shay League <sleague@cityoffernley.org> wrote:

Phil,

Alex forwarded me the following estimates for work we send your way:

1. COA / Legals – \$750
2. BLA / Parcel Maps – \$1000-\$1500, depending on lots
3. Tract Maps - \$2000-\$2500, depending on number of lots

Can you please provide me with an estimate for the following types of applications?

1. Annexation-\$1000
2. Abandonment (Vacations)-\$750
3. Amended Map-\$1000
4. Reversion to Acreage\$1000
5. Roadway Dedication-\$750

We need to amend our fee schedule for applications, and I would like to do them all at once. Please feel free to reach out if you need any clarification.

Thank you,

Shay League
Associate Planner
City of Fernley
775-784-9811

CITY OF FERNLEY
DEVELOPMENT SERVICES FEE SCHEDULE
 Fee Schedule - **Effective June 3, 2020**
 Planning Land Division/Mapping Fees

Fee Description	Application Fee	Surveyor Fee	Noticing Fee	Total (due at time of application)
<u>Planning Fees</u>				
Administrative Review	\$2,350			\$2,350
Annexation	\$4,000	\$650	\$300	\$4,950
Appeal	\$750			\$750
Area Plan (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Building Permit Plan Check - Planning	40% of Permit Fee			40% of Permit Fee
Residential Repeats	\$100			\$100
Sign Permit Review	\$75			\$75
Conditional Use Permit	\$3,600		\$300	\$3,900
Continuance	50% of filing fee			50% of filing fee
Development Agreement	\$3,500		\$300	\$3,800
Major Deviation	\$1,750		\$300	\$2,050
Master Plan Amendment (map or text)	\$3,500		\$300	\$3,800
Minor Deviation	\$150			\$150
Planned Development (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Temporary Sign Permit	\$35			\$35
Temporary Use Permit	\$100			\$100
Variance	\$1,750		\$300	\$2,050
Zoning Map Amendment	\$600		\$300	\$900
Zoning Verification Letter	\$150			\$150
<u>Land Division/Mapping Fees</u>				
Abandonment (Vacations)	\$1,500	\$600		\$2,100
Amended Map		\$650		\$650
Boundary Line Adjustment	\$700	\$650		\$1,350
Certificate of Amendment	\$250	\$650		\$900
Division of Land into Large Parcels, Final	\$600	\$650		\$1,250
Division of Land into Large Parcels, Tentative	\$800			\$800
Extension of Time	\$775			\$775
Parcel Map, Final	\$1,000	\$650		\$1,650
Parcel Map, Tentative	\$2,050 + \$200/lot			\$2,050 + \$200/lot
Reversion to Acreage	\$1,400	\$650		\$2,050
Roadway Dedication	\$1,500	\$650		\$2,150
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots			\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650	\$900		\$2,550

CITY OF FERNLEY
DEVELOPMENT SERVICES FEE SCHEDULE
 Fee Schedule - **Effective September 21, 2022**
 Planning Land Division/Mapping Fees

Fee Description	Application Fee	Surveyor Fee	Noticing Fee	Total (due at time of application)
<u>Planning Fees</u>				
Administrative Review	\$2,350			\$2,350
Annexation	\$4,000	\$1,000	\$300	\$5,300
Appeal	\$750			\$750
Area Plan (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Building Permit Plan Check - Planning	40% of Permit Fee			40% of Permit Fee
Residential Repeats	\$100			\$100
Sign Permit Review	\$75			\$75
Conditional Use Permit	\$3,600		\$300	\$3,900
Continuance	50% of filing fee			50% of filing fee
Development Agreement	\$3,500		\$300	\$3,800
Major Deviation	\$1,750		\$300	\$2,050
Master Plan Amendment (map or text)	\$3,500		\$300	\$3,800
Minor Deviation	\$150			\$150
Planned Development (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Temporary Sign Permit	\$35			\$35
Temporary Use Permit	\$100			\$100
Variance	\$1,750		\$300	\$2,050
Zoning Map Amendment	\$600		\$300	\$900
Zoning Verification Letter	\$150			\$150
<u>Land Division/Mapping Fees</u>				
Abandonment (Vacations)	\$1,500	\$750		\$2,250
Amended Map		\$1,000		\$1,000
Boundary Line Adjustment	\$700	\$1,500		\$2,200
Certificate of Amendment	\$250	\$750		\$1,000
Division of Land into Large Parcels, Final	\$600	\$1,500		\$2,100
Division of Land into Large Parcels, Tentative	\$800			\$800
Extension of Time	\$775			\$775
Parcel Map, Final	\$1,000	\$1,500		\$2,500
Parcel Map, Tentative	\$2,050 + \$200/lot			\$2,050 + \$200/lot
Reversion to Acreage	\$1,400	\$1,000		\$2,400
Roadway Dedication	\$1,500	\$750		\$2,250
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots			\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650	\$2,500		\$4,150



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 21, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Jessica Dover

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: X No:	Yes: X No:	100-475-745, 510-166-100, 520-166-100

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Discussion and Possible Action to: Award a Contract for Construction to Sierra Nevada Construction, Inc. (SNC), in an amount not to exceed \$5,099,007, plus a 5% contingency of \$250,000; and to Approve Amendment No. 2 to the existing Lumos and Associates, Inc. (Lumos) Contract for Engineering Services, in an amount not to exceed \$401,910, for Construction and Engineering Services related to the Cottonwood LN Reconstruction Project (Project).

AGENDA ITEM BRIEF:

The Work generally includes, but is not limited to: Reconstruction of Cottonwood LN from US 50A/95A to Hardie LN and from Bardot WY to Cook WY, micro-surfacing (contingent item) of the remaining roadway surface between US 50A/95A to SR 828; ADA, drainage, sanitary sewer, water distribution, signage and striping Improvements and associated appurtenances, and all miscellaneous and incidental work necessary to complete the project in conformance with the Project Contract documents.

RECOMMENDED MOTION:

"I move to: Award a Contract for Construction to Sierra Nevada Construction, Inc. (SNC), in an amount not to exceed \$5,099,007, plus a 5% contingency of \$250,000; and to Approve Amendment No. 2 to the existing Lumos and Associates, Inc. (Lumos) Contract for Engineering Services, in an amount not to exceed \$401,910, for Construction and Engineering Services related to the Cottonwood LN Reconstruction Project (Project)."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. City Council may award the Contract for Construction Services to Sierra Nevada Construction, Inc. (SNC), and/or approve Amendment No. 2 to the existing Lumos and Associates, Inc. Contract for Engineering Services, originally awarded August 21, 2019
2. City Council may reject the proposed Contract and/or proposed Amendment No. 2 and provide additional direction to the Acting City Manager

BACKGROUND:Overview

Cottonwood LN is a critical East-West Minor Collector for the City and provides residential and commercial access between US 50A/95A and SR 828 (Farm District RD). A portion of the street between Cook WY and Bardot WY is currently in a state of disrepair with a Pavement Condition Index (PCI) of less than 24. A portion of the street between Hardie LN and US 50A/9A has a PCI of less than 50. These PCI rankings indicate preventative maintenance, such as slurry sealing, is no longer appropriate for these sections of roadway and that reconstruction is required. The remaining sections of the street are in good condition and will be treated with a preventative maintenance technique.

The road also has areas of missing curb, gutter and sidewalk and drainage issues that will need to be addressed to prevent future deterioration of the roadway. ADA Improvements will be completed throughout the Project area.

A portion of 18-inch water main will be installed between two existing mains near Rosewood DR and Cook WY. This section of water main will need to be connected to the existing lines and has been identified in the City's 2008 Water Master Plan as a project that will improve the operation of the distribution system. Another section of water main that extends from US 50A/95A to Hardie LN will be upsized to 18" as part of this Project; a jack and bore will be performed across US 50A/95A to connect the new 18" line to the (E) 6" line at the west side of US 50A/95A. This will improve system operations by removing a "bottleneck" of undersized water mains.

Various sanitary sewer manholes within the Project area are nearing the end of their useful service life and will be removed/replaced or rehabilitated as part of this Project.

Contract for Engineering Services

Lumos and Associates, Inc. (Lumos) is the City's Engineering Design Consultant for the Cottonwood LN Reconstruction Project; effective date of Contract August 21, 2019. Project delays incurred due to COVID-19 impacts, in addition to Scope items identified and evaluated for inclusion as the Project progressed, resulted in Amendment No. 1 to the Contract for Engineering Services; effective December 01, 2021. Scope of Work, as

amended, excluded Engineering During Construction (EDC) Services.

Amendment No. 2 to the Contract for Engineering Services includes Scope and Fee required to complete Construction Management Services for the Project. The Contract termination date will also be extended to accommodate Construction completion and Project Close out activities. The following Tasks are proposed per Amendment No. 2:

- Task 15 – Public Outreach
- Task 17 – Construction Administration
- Task 18 – Construction Staking
- Task 19A – Task 19C – Inspection Services
- Task 20 – Materials Testing Services
- Task 21 – Project Contingency (OPTIONAL)

Contact for Construction

The Project was advertised in the Reno Gazette Journal, and the Lyon County News Leader between the dates of August 17, 2022 to September 07, 2022. Staff opened bids on September 07, 2022. The list of bidders and total bid prices for the Project are included in Lumos' Recommendation of Award; attached to this Agenda Report for reference.

After reviewing the bids and conferring with the City's Project consultants, Lumos and Associates, Inc., Staff recommends awarding the Contract to Sierra Nevada Construction, Inc.

The proposed Contract is comprised of Base Bid Items in the amount of \$5,099,007, and is appended to this Agenda Report. Of the (4) bids received, the range between total bid prices for the Project was relatively narrow; however, when compared to the Apparent Low Bidder, the total FY 22/23 budget approved for the Project is exceeded by approximately \$2.4 million, or 1.7 times the approved budget amount.

In general, the Engineer's Estimate of Probable Construction Costs (for which the FY 22/23 budget amount is based) reflects an estimated Unit Cost less than Apparent Low Bidder Unit Costs, for the following Bid Items:

- Mobilization, specific removals (remove and salvage fence, tree/stump removal, grind (E) striping)
- Work related to concrete; Type I PCC Curb and Gutter, Type I Median Curb, detectable warning retrofit near the intersection of Cottonwood LN/SR 828, ADA sidewalk passing zone Improvements, Type A Concrete Barrier
- Class 150 Bedding
- Work related to paving; 3" on 6" structural section for AC bike path Improvements, Type 3 micro-surfacing and pavement striping
- Sanitary Sewer Manhole (SSMH) rehabilitation, new SSMH Installation and SDR 35 PVC.
- Work associated with jack and bore of the 18" waterline
- 18" AWWA C900 PVC Waterline and most of the Bid Items related to construction of water infrastructure far exceeded the Engineer's Estimate for the Project. Most are on the order of 3-4 times the estimated amount.
- Adjusting Utilities to grade after final paving

Similar cost increases have been reflected in recent projects in Northern Nevada. Staff anticipates prices may continue to fluctuate; specific items may incur long lead times and impact the Project Schedule.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes:

- NRS 625.050 Practice of Professional Engineering
- NRS 625.530 Section 3 Restrictions upon Public Works
- NRS 332.115.b
- NRS 338

Other:

- City of Fernley Transportation Master Plan (TMP), Resolution #20-014
- City of Fernley 2017 Parks Master Plan (Bike and Ped Facilities)
- 2015 Pavement Management Program, Resolution #2015-008
- 2008 Water Master Plan Update, Resolution #08-028
- FY 18/19 ADA TP Infrastructure Survey, Inventory and Final Report
- City of Fernley Safe Routes to School Plan, Resolution #2011-004

FINANCIAL IMPLICATIONS:

Project appropriations are included in the approved FY 2023 Budget as part of the Capital Improvement Plan:

- \$2,623,000 (100-475-745), Cottonwood LN Reconstruction Project (Page 162, 211, A-10)
- \$612,000 (510-166-100), Cottonwood LN Waterline Replacement and Extension (Page 217, A-49)
- \$147,000 (520-166-100), Cottonwood LN Sanitary Sewer Rehab/Reconstruct (Page 219, A-62)

Proposed Amendment No. 2 to the Existing Contract for Engineering Services, Lumos and Associates, Inc.

The following Tasks have been included in the proposed amended Scope of Work (Attachment A of Amendment No. 2 to the City of Fernley Standard Contract for Engineering Services, Lumos and Associates, Inc.) as OPTIONAL:

- Task 21, Project Contingency

If it is necessary to perform work to be paid from this task, Lumos will prepare and submit a written request

detailing the need, scope and not-to-exceed budget for any proposed work. Work under these tasks shall proceed only with the City Project Manager's prior written approval.

Total Additional ENGR Services, Amendment No. 2: (Tasks 15, 17-20)	\$391,910
Total Additional OPTIONAL ENGR Services: (Task 21)	\$10,000
Total Additional (Including OPTIONAL Services):	\$401,910

Proposed Contract for Construction, SNC

City of Fernley Standard Agreement for Construction Services, SNC

Total Base Bid	\$5,099,007
Total (Base Bid and all Options):	\$5,099,007

Existing Contracts, Cottonwood LN Reconstruction Project

Lumos Standard Contract for ENGR Services (with Amendment No. 1)	\$310,900
Shaw Engineering, Water/Sewer Modeling TOA	\$9,000
Atkins Contract for Professional Right-of-Way Services	\$124,375
Total (E) Contracts (Including OPTIONAL Services):	\$444,275

Estimated Actuals to date, Cottonwood LN Reconstruction Project

Lumos Standard Contract for ENGR Services (with Amendment No. 1)	\$310,900
Shaw Engineering, Water/Sewer Modeling TOA	\$6,955
Atkins Contract for Professional Right-of-Way Services	\$124,375
RoW Acquisitions and Escrow/Title Services	\$19,064
Twisted Steel	\$12,250
USBR Letter of Agreement	\$7,500
Total Actuals (Including OPTIONAL Services):	\$481,044

Projected Expenditures Remaining, Cottonwood LN Reconstruction Project

SNC Standard Agreement for Construction Services	\$5,099,007
Proposed 5% Contingency	\$250,000
Lumos Standard Contract for ENGR Services (with Amendment No. 2)	\$401,910
Shaw Engineering, Water/Sewer Modeling TOA	\$2,045
Atkins Contract for Professional Right-of-Way Services	\$0
RoW Acquisitions and Escrow/Title Services	\$2,500
Twisted Steel	\$0
USBR Letter of Agreement	\$0
Total:	\$5,755,462

The total amount of projected expenditures (**\$5,755,462**) exceeds the amount approved as part of the FY 23 Budget for the Project (**\$3,382,000**). Additional funding for the Project (**\$2,373,462**) will be funded by RTC, (GL: 100-475-745), but is likely to not be spent in FY 23 given current circumstances and supply chain issues.

ATTACHMENTS:

1. 2022.09.21 SNC Contract for Construction

2. LY-2022-392_Cottonwood Lane Drainage & Roadway Reconstruction Project_Recommendation for Award_09.07.2022
3. 2022.09.21 Amendment No. 2, final

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Fernley ("Owner") and
Sierra Nevada Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.*

The Work generally includes but is not limited to: Reconstruction of Cottonwood Lane from US 50A to Hardie Lane and from Bardot Way to Cook Way, along with the micro-surfacing of the remaining roadway surface between US 50A and State Route 828 (Farm District Road), ADA improvements, sidewalk, curb and gutter, pavement striping, sanitary sewer manholes, waterline and associated appurtenances, and all miscellaneous and incidental work necessary to complete the project in conformance with the contract documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Cottonwood Lane Drainage and Road Reconstruction Project.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Lumos & Associates, Inc.**

3.02 The Owner has retained **Lumos & Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. Unless otherwise directed by the City of Fernley Project Manager, the Cottonwood Lane Drainage and Road Reconstruction Project shall be performed in two phases, as follows:

1. **Phase One:** All contract work with the exception of those work items specifically included in Phase Two shall be substantially completed within **150** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

2. **Phase Two:** Work within this phase shall include all work associated with bid items 9, 10, 20, 21, 22, 23, 24, and 33 as detailed in Section 01110, Summary of Work. Phase Two shall commence no later than April 17, 2023 and shall be substantially completed no later than June 21, 2023 or within **65** calendar days of commencement of this phase of the work.
3. All work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **30** days after the date which all work included in Phase One and Phase Two have been deemed substantially complete.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 12, inclusive).
 - 7. 2022 Prevailing Wage Rates: Northern Nevada Rural Counties
 - 8. Provisions of Nevada Revised Statute Chapter 338 (00521)
 - 9. City of Fernley Division of Safety Form (00522)
 - 10. Specifications as listed in the table of contents of the Project Manual
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers ____ to ____, inclusive).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00410-1 thru 6, 00440-1 thru 2, and 00450-1 thru 3)

14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on September 21, 2022 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: Roy Edgington
(Printed Name)

By: _____
(Printed Name)

Title: Mayor, City of Fernley

Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: Kim Swanson, City Clerk, City of Fernley

Title: _____

Address for giving notices:

City of Fernley, Engineering Department

595 Silver Lace BLVD

Fernley, NV 89408

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Reno
9222 Prototype Drive
Reno, Nevada
775.827.6111

September 7, 2022

Jessica Dover, P.E., Sr. Project Manager
City of Fernley Public Works Department
595 Silver Lace Boulevard
Fernley, NV 89408

**Subject: Cottonwood Lane Drainage & Roadway Reconstruction Project
Recommendation of Award**

Dear Jessica:

As you are aware, bids for the above referenced project were received and opened on September 7, 2022. Four (4) bids were received with Sierra Nevada Construction, Inc. having the lowest total bid of \$5,099,007.00.

Sierra Nevada Construction, Inc., a Nevada contractor licensee, is of good standing and their bid was found to be complete. Therefore, we recommend that award be considered to Sierra Nevada Construction, Inc. in the amount of \$5,099,007.00.

A Bid Tabulation has been attached for your reference. If you have any questions, please contact me at (775) 827-6111.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Harer', with a large circular flourish on the left.

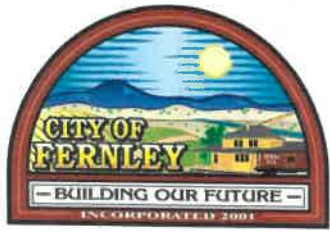
Brian Harer
Senior Project Manager
Construction Division

Attach: Bid Tabulation
Bid Opening Attendance Sheet
Bid Submittal Checklist

Item No.	Base Bid	Unit	Engineer's Estimate			** Apparent Low Bidder **		A&K Earthmovers		Q&D Construction		Spanish Springs Construction	
			Unit Cost	Quantity	Total	Sierra Nevada Construction		A&K Earthmovers		Q&D Construction		Spanish Springs Construction	
						Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION	LS	\$ 80,000.00	1	\$ 80,000.00	\$ 366,159.95	\$ 366,159.95	\$ 540,463.30	\$ 540,463.30	\$ 537,549.88	\$ 537,549.88	\$ 369,962.80	\$ 369,962.80
2	REMOVE AND SALVAGE EXISTING FENCE	LF	\$ 5.00	1,167	\$ 5,835.00	\$ 20.00	\$ 23,340.00	\$ 20.00	\$ 23,340.00	\$ 20.00	\$ 23,340.00	\$ 214.00	\$ 249,738.00
3	REMOVE EXISTING PCC CURB & GUTTER	LF	\$ 10.00	1,822	\$ 18,220.00	\$ 8.50	\$ 15,487.00	\$ 22.00	\$ 40,084.00	\$ 30.00	\$ 54,660.00	\$ 19.00	\$ 34,618.00
4	REMOVE EXISTING MEDIAN CURB	LF	\$ 10.00	48	\$ 480.00	\$ 10.00	\$ 480.00	\$ 24.50	\$ 1,176.00	\$ 45.00	\$ 2,160.00	\$ 8.00	\$ 384.00
5	REMOVE EXISTING PCC SIDEWALK	SF	\$ 3.00	18,990	\$ 56,970.00	\$ 2.25	\$ 42,727.50	\$ 3.30	\$ 62,667.00	\$ 8.00	\$ 151,920.00	\$ 3.50	\$ 66,465.00
6	REMOVE EXISTING SPANDREL/VALLEY GUTTER	SF	\$ 8.00	7,812	\$ 62,496.00	\$ 3.25	\$ 25,389.00	\$ 6.50	\$ 50,778.00	\$ 12.00	\$ 93,744.00	\$ 7.00	\$ 54,684.00
7	REMOVE EXISTING TREE / STUMP	EA	\$ 250.00	12	\$ 3,000.00	\$ 2,000.00	\$ 24,000.00	\$ 5,200.00	\$ 62,400.00	\$ 1,500.00	\$ 18,000.00	\$ 2,500.00	\$ 30,000.00
8	REMOVE EXISTING SIGN	EA	\$ 50.00	22	\$ 1,100.00	\$ 150.00	\$ 3,300.00	\$ 275.00	\$ 6,050.00	\$ 125.00	\$ 2,750.00	\$ 190.00	\$ 4,180.00
9	REMOVE EXISTING FIRE HYDRANT AND INSTALL NEW FIRE HYDRANT	EA	\$ 11,000.00	1	\$ 11,000.00	\$ 12,500.00	\$ 12,500.00	\$ 16,700.00	\$ 16,700.00	\$ 7,600.00	\$ 7,600.00	\$ 16,900.00	\$ 16,900.00
10	REMOVE EXISTING AC PAVING	SF	\$ 1.00	1,149	\$ 1,149.00	\$ 2.00	\$ 2,298.00	\$ 5.20	\$ 5,974.80	\$ 5.00	\$ 5,745.00	\$ 3.00	\$ 3,447.00
11	REMOVE COMMERCIAL DRIVEWAY	SF	\$ 3.00	161	\$ 483.00	\$ 3.25	\$ 523.25	\$ 14.00	\$ 2,254.00	\$ 13.00	\$ 2,093.00	\$ 8.00	\$ 1,288.00
12	GRIND EXISTING STRIPING	LS	\$ 5,000.00	1	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 8,200.00	\$ 8,200.00	\$ 12,000.00	\$ 12,000.00
13	REMOVE EXISTING 48" TYPE 1A SEWER MANHOLE	EA	\$ 10,000.00	3	\$ 30,000.00	\$ 2,600.00	\$ 7,800.00	\$ 3,400.00	\$ 10,200.00	\$ 2,500.00	\$ 7,500.00	\$ 6,800.00	\$ 20,400.00
14	MISCELLANEOUS REMOVALS	LS	\$ 75,000.00	1	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00	\$ 55,000.00	\$ 55,000.00	\$ 25,000.00	\$ 25,000.00	\$ 38,000.00	\$ 38,000.00
15	PCC PEDESTRIAN RAMP	EA	\$ 3,200.00	29	\$ 92,800.00	\$ 3,000.00	\$ 87,000.00	\$ 3,100.00	\$ 89,900.00	\$ 2,500.00	\$ 72,500.00	\$ 3,200.00	\$ 92,800.00
16	PCC VALLEY GUTTER & SPANDREL	SF	\$ 25.00	9,085	\$ 227,125.00	\$ 26.00	\$ 236,210.00	\$ 22.00	\$ 199,870.00	\$ 28.00	\$ 254,380.00	\$ 19.00	\$ 172,615.00
17	TYPE 1 PCC CURB & GUTTER	LF	\$ 25.00	4,065	\$ 101,625.00	\$ 53.00	\$ 215,445.00	\$ 38.00	\$ 154,470.00	\$ 50.00	\$ 203,250.00	\$ 47.00	\$ 191,055.00
18	TYPE I MEDIAN CURB	LF	\$ 15.00	550	\$ 8,250.00	\$ 57.00	\$ 31,350.00	\$ 54.00	\$ 29,700.00	\$ 45.00	\$ 24,750.00	\$ 37.00	\$ 20,350.00
19	PCC SIDEWALK	SF	\$ 13.50	31,508	\$ 425,358.00	\$ 13.50	\$ 425,358.00	\$ 11.70	\$ 368,643.60	\$ 13.00	\$ 409,604.00	\$ 14.00	\$ 441,112.00
20	PCC DRIVEWAY APRON	SF	\$ 15.00	356	\$ 5,340.00	\$ 22.00	\$ 7,832.00	\$ 22.00	\$ 7,832.00	\$ 25.00	\$ 8,900.00	\$ 27.00	\$ 9,612.00
21	PCC DRIVEWAY APRON (COMMERCIAL)	SF	\$ 20.00	578	\$ 11,560.00	\$ 27.00	\$ 15,606.00	\$ 30.00	\$ 17,340.00	\$ 28.00	\$ 16,184.00	\$ 29.00	\$ 16,762.00
22	CONCRETE DETECTABLE WARNING RETRO FIT (FARM DISTRICT)	SF	\$ 15.00	559	\$ 8,385.00	\$ 42.00	\$ 23,478.00	\$ 23.50	\$ 13,136.50	\$ 23.00	\$ 12,857.00	\$ 26.00	\$ 14,534.00
23	4" THICK – 1" MINUS ANGULAR GRAVEL	SF	\$ 40.00	216	\$ 8,640.00	\$ 20.00	\$ 4,320.00	\$ 9.00	\$ 1,944.00	\$ 10.00	\$ 2,160.00	\$ 9.00	\$ 1,944.00
24	CLASS 150 BEDDING RIP RAP 2" THICK	SF	\$ 1.00	2,963	\$ 2,963.00	\$ 6.00	\$ 17,778.00	\$ 4.00	\$ 11,852.00	\$ 10.00	\$ 29,630.00	\$ 2.00	\$ 5,926.00
25	3" BITUMINOUS PLANTMIX PAVING ON 6" PULVERIZED AC/BASE	SF	\$ 4.00	893	\$ 3,572.00	\$ 20.00	\$ 17,860.00	\$ 8.00	\$ 7,144.00	\$ 15.00	\$ 13,395.00	\$ 10.00	\$ 8,930.00
26	4" BITUMINOUS PLANTMIX PAVING ON 6" PULVERIZED AC/BASE	SF	\$ 4.50	20,310	\$ 91,395.00	\$ 4.35	\$ 88,348.50	\$ 7.00	\$ 142,170.00	\$ 10.00	\$ 203,100.00	\$ 9.00	\$ 182,790.00
27	5" BITUMINOUS PLANTMIX PAVING ON 8" PULVERIZED AC/BASE	SF	\$ 5.50	184,614	\$ 1,015,377.00	\$ 5.35	\$ 987,684.90	\$ 5.70	\$ 1,052,299.80	\$ 5.25	\$ 969,223.50	\$ 7.30	\$ 1,347,682.20
28	3" AC BIKE PATH BITUMINOUS PLANTMIX PAVING ON 6" PULVERIZED AC/BASE	SF	\$ 3.50	771	\$ 2,698.50	\$ 20.00	\$ 15,420.00	\$ 9.00	\$ 6,939.00	\$ 13.00	\$ 10,023.00	\$ 9.00	\$ 6,939.00
29	ADJUST EXISTING UTILITIES TO GRADE	LS	\$ 15,000.00	1	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 55,000.00	\$ 55,000.00	\$ 45,000.00	\$ 45,000.00	\$ 29,000.00	\$ 29,000.00
30	PAVEMENT PATCHING	SF	\$ 12.00	7,338	\$ 88,056.00	\$ 15.50	\$ 113,739.00	\$ 15.00	\$ 110,070.00	\$ 13.00	\$ 95,394.00	\$ 12.00	\$ 88,056.00
31	TYPE 3 SLURRY (CONTINGENT ITEM)	SF	\$ 0.40	81,918	\$ 32,767.20	\$ 0.55	\$ 45,054.90	\$ 0.50	\$ 40,959.00	\$ 0.59	\$ 48,331.62	\$ 0.50	\$ 40,959.00
32	ADA SIDEWALK PASSING ZONE	EA	\$ 540.00	7	\$ 3,780.00	\$ 2,100.00	\$ 14,700.00	\$ 1,250.00	\$ 8,750.00	\$ 700.00	\$ 4,900.00	\$ 1,750.00	\$ 12,250.00
33	REPLACE EXISTING FENCE	LF	\$ 65.00	613	\$ 39,845.00	\$ 60.00	\$ 36,780.00	\$ 66.00	\$ 40,458.00	\$ 65.00	\$ 39,845.00	\$ 180.00	\$ 110,340.00
34	4' CHAIN LINK FENCE INCLUDING ROLL GATE	LF	\$ 70.00	421	\$ 29,470.00	\$ 68.00	\$ 28,628.00	\$ 74.00	\$ 31,154.00	\$ 72.00	\$ 30,312.00	\$ 180.00	\$ 75,780.00
35	TRAFFIC SIGN AND BASE	EA	\$ 800.00	43	\$ 34,400.00	\$ 625.00	\$ 26,875.00	\$ 750.00	\$ 32,250.00	\$ 680.00	\$ 29,240.00	\$ 800.00	\$ 34,400.00
36	EXISTING TRAFFIC SIGN BASE TO REMAIN, REMOVE AND REPLACE SIGNS	EA	\$ 500.00	19	\$ 9,500.00	\$ 425.00	\$ 8,075.00	\$ 450.00	\$ 8,550.00	\$ 405.00	\$ 7,695.00	\$ 475.00	\$ 9,025.00
37	HANDRAIL	LF	\$ 150.00	40	\$ 6,000.00	\$ 550.00	\$ 22,000.00	\$ 53.00	\$ 2,120.00	\$ 400.00	\$ 16,000.00	\$ 250.00	\$ 10,000.00
38	KEystone BLOCK WALL	LF	\$ 180.00	44	\$ 7,920.00	\$ 200.00	\$ 8,800.00	\$ 250.00	\$ 11,000.00	\$ 400.00	\$ 17,600.00	\$ 260.00	\$ 11,440.00
39	TYPE A CONCRETE BARRIER	LF	\$ 110.00	90	\$ 9,900.00	\$ 520.00	\$ 46,800.00	\$ 580.00	\$ 52,200.00	\$ 265.00	\$ 23,850.00	\$ 90.00	\$ 8,100.00
40	PAVEMENT STRIPING	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00	\$ 42,000.00	\$ 42,000.00	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00	\$ 42,000.00
41	48" TYPE 1A SEWER MANHOLE	EA	\$ 10,000.00	3	\$ 30,000.00	\$ 15,500.00	\$ 46,500.00	\$ 13,750.00	\$ 41,250.00	\$ 8,500.00	\$ 25,500.00	\$ 16,000.00	\$ 48,000.00
42	MANHOLE REHABILITATIONS	EA	\$ 12,000.00	5	\$ 60,000.00	\$ 23,000.00	\$ 115,000.00	\$ 20,500.00	\$ 102,500.00	\$ 31,050.00	\$ 155,250.00	\$ 19,000.00	\$ 95,000.00
43	8" SDR 35 PVC GRAVITY SEWER	LF	\$ 100.00	92	\$ 9,200.00	\$ 340.00	\$ 31,280.00	\$ 165.00	\$ 15,180.00	\$ 250.00	\$ 23,000.00	\$ 550.00	\$ 50,600.00
44	BORE AND JACK 18" WATERLINE W/30" CASING	LF	\$ 1,000.00	150	\$ 150,000.00	\$ 1,400.00	\$ 210,000.00	\$ 1,600.00	\$ 240,000.00	\$ 1,495.00	\$ 224,250.00	\$ 1,500.00	\$ 225,000.00
45	18" AWWA C900 PVC WATERLINE	LF	\$ 120.00	1,980	\$ 237,600.00	\$ 415.00	\$ 821,700.00	\$ 475.00	\$ 940,500.00	\$ 420.00	\$ 831,600.00	\$ 495.00	\$ 980,100.00
46	10" AWWA C900 PVC WATERLINE	LF	\$ 100.00	90	\$ 9,000.00	\$ 475.00	\$ 42,750.00	\$ 255.00	\$ 22,950.00	\$ 300.00	\$ 27,000.00	\$ 420.00	\$ 37,800.00
47	8" AWWA C900 PVC WATERLINE	LF	\$ 95.00	105	\$ 9,975.00	\$ 525.00	\$ 55,125.00	\$ 265.00	\$ 27,825.00	\$ 305.00	\$ 32,025.00	\$ 410.00	\$ 43,050.00
48	6" AWWA C900 PVC WATERLINE	LF	\$ 90.00	105	\$ 9,450.00	\$ 450.00	\$ 47,250.00	\$ 170.00	\$ 17,850.00	\$ 250.00	\$ 26,250.00	\$ 350.00	\$ 36,750.00
49	18" BUTTERFLY VALVE	EA	\$ 7,500.00	12	\$ 90,000.00	\$ 8,400.00	\$ 100,800.00	\$ 9,500.00	\$ 114,000.00	\$ 10,500.00	\$ 126,000.00	\$ 11,000.00	\$ 132,000.00
50	10" GATE VALVE	EA	\$ 3,000.00	2	\$ 6,000.00	\$ 5,400.00	\$ 10,800.00	\$ 5,300.00	\$ 10,600.00	\$ 7,500.00	\$ 15,000.00	\$ 6,500.00	\$ 13,000.00
51	8" GATE VALVE	EA	\$ 2,500.00	3	\$ 7,500.00	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00	\$ 8,900.00	\$ 26,700.00	\$ 4,500.00	\$ 13,500.00
52	6" GATE VALVE	EA	\$ 2,000.00	6	\$ 12,000.00	\$ 2,600.00	\$ 15,600.00	\$ 3,000.00	\$ 18,000.00	\$ 3,300.00	\$ 19,800.00	\$ 4,300.00	\$ 25,800.00
53	1" AIR RELEASE VALVE ASSEMBLY	EA	\$ 3,000.00	1	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,400.00	\$ 8,400.00	\$ 9,000.00	\$ 9,000.00	\$ 12,000.00	\$ 12,000.00
54	3/4" WATER SERVICE CONNECTION	EA	\$ 3,000.00	7	\$ 21,000.00	\$ 3,500.00	\$ 24,500.00	\$ 4,700.00	\$ 32,900.00	\$ 6,000.00	\$ 42,000.00	\$ 5,000.00	\$ 35,000.00

Item No.	Base Bid Item and Description	Unit				** Apparent Low Bidder **							
			Engineer's Estimate			Sierra Nevada Construction		A&K Earthmovers		Q&D Construction		Spanish Springs Construction	
			Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
55	MAINTENANCE SHOP SIGN	EA	\$ 5,000.00	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,650.00	\$ 1,650.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00
56	SURVEY MONUMENT	EA	\$ 1,000.00	9	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00	\$ 930.00	\$ 8,370.00	\$ 3,200.00	\$ 28,800.00	\$ 1,000.00	\$ 9,000.00
57	NV ENERGY POLE RELOCATION (CONTINGENT)	LS	\$ 4,500.00	1	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.00	\$ 10.00	\$ 17,000.00	\$ 17,000.00	\$ 21,000.00	\$ 21,000.00
58	48" STORM DRAIN MANHOLE	EA	\$ 8,000.00	3	\$ 24,000.00	\$ 10,000.00	\$ 30,000.00	\$ 11,500.00	\$ 34,500.00	\$ 8,500.00	\$ 25,500.00	\$ 9,900.00	\$ 29,700.00
59	TYPE 4R CATCH BASIN	EA	\$ 3,500.00	1	\$ 3,500.00	\$ 4,600.00	\$ 4,600.00	\$ 5,400.00	\$ 5,400.00	\$ 4,000.00	\$ 4,000.00	\$ 4,900.00	\$ 4,900.00
60	12" PVC SDR 25 STORM DRAIN PIPE	LF	\$ 100.00	771	\$ 77,100.00	\$ 105.00	\$ 80,955.00	\$ 156.00	\$ 120,276.00	\$ 132.00	\$ 101,772.00	\$ 160.00	\$ 123,360.00
61	CONTRACT ALLOWANCE	LS	\$ 250,000.00	1	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
BASE BID TOTAL:			\$ 3,670,284.70			\$5,099,007.00		\$5,450,000.00		\$5,598,833.00		\$6,075,028.00	

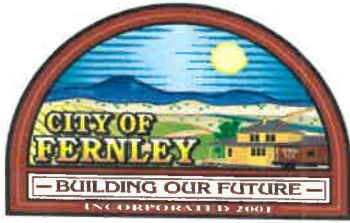
BID PROPOSAL:	X	X	X	X
BID BOND:	X	X	X	X
FIRST TIER SUBCONTRACTORS (5%):	X	X	X	X
MATERIAL SUPPLIERS:	X	X	X	X
NEVDADA BUSINESS/CONTRACTORS LICENSE:	X	X	X	X
ADDENDUM #1:	X	X	X	X
ADDENDUM #2:	X	X	X	X
ADDENDUM #3:	X	X	X	X
1% SUBCONTRACTORS (2 HOUR LIST):	X	X	X	
PREFERENTIAL BIDDER STATUS:	X	X	X	X
UNIFORM AFFIDAVIT OF CERTIFICATION:	X	X	X	X
5% SUBCONTRACTORS:	None	None	None	Tholl Fence, Inc.



**Cottonwood Lane Drainage & Road Reconstruction Project
(PWP-LY-2022-392)**

**Bid Opening Attendance Sheet
City of Fernley – Public Works Department
September 7, 2022
10:00 AM**

Name	Company	Phone Number	Email Address
J. Dover	COF	(415) 784-9919	j.dover@col.com
BRIAN HARER	LUMOS	775-827-6111	BHARER@LUMOSINC.COM
Jordan Ranson	Q&D	775 302 6221	JRanson@QDConstruction.com
Luke Lippinott	SSC	775 425 4000	Leslie@SSC.email
JOHN CASTLE	SSC	775 813 3855	JOHN@SSC.email
Darryl Carpenter	SNC	775-355-0470	bids@snc.biz
Brandon Wheeler	Ask Earthmovers	775-997-7240	bwheeler@askearthmovers.com



City of Fernley
Cottonwood Lane Drainage Road Reconstruction Project
PWP No. LY-2022-392
Bid Submittal Checklist
September 7, 2022
10:00 AM

Contractor	Bid Form (00410)	Bid Bond (00430)	5% List (00440-1)	Proposed Material Suppliers (00440-3)	Preferential Bidder Status (00450-1)	Affidavit of Certification (00450-2,3)	State Business or Contractor's License	Addendum No. 1	Addendum No. 2	Addendum No. 3	1% List (00440-2)*	Base Bid Total
Q & D Const.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 5,600,000
Spanish Springs Const. (see)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 6,075,028
A & K Earthmovers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 5,450,000
SNC	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 5,099,007
												\$
												\$
												\$
												\$
												\$

AMENDMENT No. 2
TO THE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FERNLEY AND LUMOS AND ASSOCIATES, INC.

This Amendment No. 2 to the Contract for Professional Engineering Services (“Contract”) between the City of Fernley (“City”) and Lumos and Associates, Inc. (“Contractor”) is entered into this 21st day of September, 2022, by and between the City, and the Contractor; also referred to as “The Parties.”

On August 21st, 2019, the City and Contractor entered into a Contract for services related to the City of Fernley Cottonwood LN Project. Amendment No. 1 to the Contract for Engineering Services was entered into on December 01st, 2021. The parties hereby wish to:

- 1.) Amend the Scope of Work, Fee Schedule, Schedule of Services and Project Team as shown per Amendment No. 2 Attachments A, B, C and D, respectively, regarding modifications to the Scope of Work, Fee Schedule, Schedule of Services and Project Team, as originally included in the Contract, and as amended through Amendment No. 1 to the Contract for Engineering Services; approved additional Project funding, not to exceed \$401,910.
- 2.) Extend the date of the Contract to June 30th, 2024.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this

Amendment No. 2, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment No. 2, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED _____

Lumos and Associates, Inc.

DATED: _____

Roy Edgington
Mayor, City of Fernley

Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

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



Reno
9222 Prototype Drive
Reno, Nevada 89521
775.827.6111

September 8, 2022

Jessica Dover, P.E., Senior Project Manager
City of Fernley-Engineering Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

Amendment No. 2 to the City of Fernley Cottonwood Lane Reconstruction Project Contract for Engineering Services

Dear Jessica:

Lumos & Associates, Inc. is pleased to provide this Scope of Services/Amendment to our existing Engineering Services Contract between the City of Fernley and Lumos and Associates, Inc., effective date of Contract August 21, 2019, for the Cottonwood Lane Drainage and Roadway Reconstruction Project. This amendment will include the addition of construction services as described herein.

Project Understanding

The proposed project will include over 185,000 square feet of roadway reconstruction along with the slurry seal, pedestrian ramps, curb, gutter, sidewalk, and striping. Utility improvements include 2,000 feet of 18-inch waterline, a jack and bore waterline crossing under US-95A, and manhole replacements and rehabilitations.

The anticipated schedule is to bid the project in the early September timeframe to allow construction to commence in late October 2022.

We propose the following tasks to assist you with your project:

Scope of Work

Task 15 – Public Outreach

Provide public outreach activities and stakeholder coordination as directed by the City of Fernley Project Manager, including but not limited to: Coordination with impacted residents and businesses, Lyon County School District, Fernley Pool, USBR, NDOT, and NDEP. Also included in this task are monthly/bi-monthly City of Fernley website project updates and assistance with construction notification letters.

Task 17 – Construction Administration

Provide construction administration as follows:

Construction Administration

- Attend, prepare agenda(s), and conduct the preconstruction conference and progress meetings throughout the project duration.
- Perform construction coordination.
- Review and provide recommendations on contractor's traffic control plans.
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results.
- Review and provide recommendations on contractor's construction schedule and work progress.
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request.
- Provide review of contractor's weekly certified payroll reports and apprenticeship utilization.
- Provide weekly electronic quantities.
- Supervise the inspection and material testing activities.
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions.
- Assist in change order review and approval.
- Provide final test results, ADA compliance forms/checklists, project photos and videos, and field reports in electronic format (.pdf)
- Provide "as-built" record drawings in electronic format (AutoCAD and .pdf)

Task 18 – Construction Staking

Provide construction staking services as follows:

Control Verification Survey

- Conduct an initial survey to locate and densify existing control referencing the project basis of bearings and benchmark as shown on the project plans.

Rough Grade

- Provide 1 set of stakes for saw cuts and removal areas as requested by contractor.

Utilities

- Provide 1 set of stakes at an offset requested by the contractor to following proposed utility improvements.
 - Water Lines – set at ends, angle points, fire hydrants, and valves.
 - Sanitary Sewer – 2 offset stakes to each manhole and cleanout with cuts marked to invert elevations per the plan and profile sheets.

Final Grade Staking

- Provide 1 set of offset stakes to edge of pavement or concrete on 50' intervals in tangents and 25' intervals in curves including all horizontal and vertical points of curvature, points of tangent and angle points. Cuts or fills will be marked on all stakes to the finished surface grade as shown on the plan and profile sheets. Lumos will provide the locations and reference points for replacement of centerline monumentation removed during construction.

A total of twelve (12) field visits to the site for the proposed tasks are budgeted for this proposal.

Task 19 – Construction Services - Inspection

Provide construction inspection and materials testing services as follows:

Task 19A - Inspection –Water Improvements

The following staffing shall be provided during construction of water improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, ten (10) hour workdays for 45 shifts. We anticipate a total of 450 inspection hours.

Task 19B - Inspection –Sewer Improvements

The following staffing shall be provided during construction of sewer improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, ten (10) hour workdays for 20 shifts. We anticipate a total of 200 inspection hours.

Task 19C - Inspection –Surface Improvements

The following staffing shall be provided during construction of surface improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, ten (10) hour workdays for 90 shifts. We anticipate a total of 900 inspection hours.

The inspectors assigned to this project will:

- Attend the preconstruction conference.
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications.
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others.

- Prepare daily inspection reports, submitted weekly to the city of Fernley, and CC'd to the appropriate government jurisdiction(s).
- Verify that all ADA improvements have been constructed in accordance with the applicable specifications and plan details. ADA compliance forms/checklists will be completed by the inspector and provided to the City of Fernley as part of the project close-out package.
- Provide quantity reports and assist in review of contractor's monthly progress payments.
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor.
- Capture photos and videos during construction activities to be provided to the City.
- Maintain and deliver a clean field set of "as-builts" drawings.
- Assist in preparation of the Punch List.

Task 20 – Construction Services – Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following test and frequencies are anticipated:

- Provide Slurry Aggregate testing. Aggregate testing will be conducted at the beginning of the project for each aggregate source. Testing may include: Sieve Analysis, Durability, and Sand Equivalent. We anticipate one (1) sample for testing.
- Provide Emulsion testing. Emulsion testing will be completed in-house for Residue by Evaporation, and Ring and Ball Softening Point as per the specified test method. Testing frequency shall be one (1) sample for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Sixteen (16) hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Forty-eight (48) – asphalt cores are anticipated. Test reports will also include percent compaction.
- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, and fabrications of Compressive Strength Specimens. Twenty-eight (28) field samples and one hundred sixty-eight (168) compressive strength tests are anticipated.
- Provide Native Soils and Manufactured Aggregate testing. Soils and aggregate testing are anticipated to include: Sieve Analysis, Plasticity Index, and Moisture Density Curves. We anticipate six (6) samples for testing.

Task 21: Project Contingency (OPTIONAL - T&M, Not to Exceed: \$10,000)

As requested by the City of Fernley Lumos will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City of Fernley.

Fee Summary

The tasks described in the Scope of Work will be completed for the following fees.
(see Attachment B – Fee Proposal for additional information):

Task	Description	Fee
Task 15	Public Outreach	\$9,875
Task 17	Construction Administration	\$39,375
Task 18	Construction Staking	\$36,515
Task 19	Construction Services - Inspection	
Task 19A	Inspection - Water Improvements	\$67,725
Task 19B	Inspection - Sewer Improvements	\$30,100
Task 19C	Inspection - Surface Improvements	\$135,450
Task 20	Construction Services - Materials Testing	\$72,870
Task 21	Project Contingency (OPTIONAL)	\$10,000
	Total:	\$401,910

Tasks 15 and 17 through 21 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this proposal, as necessary. If this proposal is acceptable, please provide the City's contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to contact myself or Tim Russell at (775) 827-6111 if you have questions.

Sincerely,



Brian Harer
Senior Project Manager
Construction Division



Timothy L. Russell, P.E.
Director
Engineering Division

Task 15 Public Outreach			
Personnel	Rate	Hours	Amount
Director	\$ 250.00	5.00	\$ 1,250.00
Senior Project Manager	\$ 205.00	40.00	\$ 8,200.00
Administrator	\$ 85.00	5.00	\$ 425.00
Task 15 - Public Outreach Total:			\$ 9,875.00

Task 17 Administration			
Personnel	Rate	Hours	Amount
Director	\$ 250.00	10.00	\$ 2,500.00
Senior Project Manager	\$ 205.00	100.00	\$ 20,500.00
Construction Services Engineer	\$ 160.00	20.00	\$ 3,200.00
Senior Inspector	\$ 130.00	40.00	\$ 5,200.00
Engineering Tech II	\$ 125.00	40.00	\$ 5,000.00
Administrator	\$ 85.00	35.00	\$ 2,975.00
Task 17 - Administration Total:			\$ 39,375.00

Task 18 Construction Staking			
Personnel	Rate	Hours	Amount
Project Manager	\$ 195.00	24.00	\$ 4,680.00
Survey Technician II	\$ 125.00	55.00	\$ 6,875.00
Party Chief	\$ 160.00	104.00	\$ 16,640.00
Chain Person	\$ 80.00	104.00	\$ 8,320.00
Task 18 - Construction Staking Total:			\$ 36,515.00

Task 19 Construction Services - Inspection			
19A: Inspection - Water Improvements			
Personnel	Rate	Hours	Amount
Senior Project Manager	\$ 205.00	45.00	\$ 9,225.00
Senior Inspector	\$ 130.00	450.00	\$ 58,500.00
			\$ 67,725.00
19B: Inspection - Sewer Improvements			
Personnel	Rate	Hours	Amount
Senior Project Manager	\$ 205.00	20.00	\$ 4,100.00
Senior Inspector	\$ 130.00	200.00	\$ 26,000.00
			\$ 30,100.00
19C: Inspection - Surface Improvements			
Personnel	Rate	Hours	Amount
Senior Project Manager	\$ 205.00	90.00	\$ 18,450.00
Senior Inspector	\$ 130.00	900.00	\$ 117,000.00
			\$ 135,450.00
Task 19 - Construction Services - Inspection Total:			\$ 233,275.00

Task 20 Construction Services - Materials Testing ⁽¹⁾			
Personnel	Rate	Hours	Amount
Senior Project Manager	\$ 205.00	40.00	\$ 8,200.00
Construction Services Engineer	\$ 160.00	30.00	\$ 4,800.00
Materials Technician II	\$ 100.00	320.00	\$ 32,000.00
Laboratory Testing	Rate	# of Samples	Amount
Asphalt Concrete Marshall Series	\$ 675.00	16.00	\$ 10,800.00
Ignition Oven Correction	\$ 300.00	2.00	\$ 600.00
Unit Weight on Asphalt Core	\$ 75.00	48.00	\$ 3,600.00
Sieve Analysis	\$ 200.00	6.00	\$ 1,200.00
Plasticity Index	\$ 225.00	6.00	\$ 1,350.00
Moisture Density Curve w/ Rock Correction	\$ 425.00	6.00	\$ 2,550.00
Compression - Concrete Cylinder	\$ 40.00	168.00	\$ 6,720.00
Slurry Aggregate Series	\$ 650.00	1.00	\$ 650.00
Slurry Emulsion Series	\$ 400.00	1.00	\$ 400.00
Task 20 - Construction Services - Materials Testing Total:			\$ 72,870.00

⁽¹⁾ See Attachment B-2 for Materials Testing Details

Grand Total	
Public Outreach	\$ 9,875.00
Construction Administration:	\$ 39,375.00
Construction Staking:	\$ 36,515.00
Construction Services - Inspection:	\$ 233,275.00
Construction Services - Materials Testing:	\$ 72,870.00
Project Contingency (OPTIONAL):	\$ 10,000.00
Project Total:	\$ 401,910.00

Materials Testing Summary:

Slurry Aggregates

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Sieve Analysis	\$ 200.00	1.00	\$ 200.00
Sand Equivalent	\$ 200.00	1.00	\$ 200.00
Durability Index	\$ 250.00	1.00	\$ 250.00
			\$ 650.00

Emulsified Asphalt

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
% Residue / Ring & Ball Softening Point	\$ 400.00	1.00	\$ 400.00
			\$ 400.00

Asphalt Concrete

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Asphalt Concrete Series (Marshall)	\$ 675.00	16.00	\$ 10,800.00
Ignition Oven Correction	\$ 300.00	2.00	\$ 600.00
Asphalt Concrete Core Specific Gravity/Unit Weight	\$ 75.00	48.00	\$ 3,600.00
			\$ 15,000.00

Portland Cement Concrete

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Compression - Concrete Cylinder	\$ 40.00	168.00	\$ 6,720.00
			\$ 6,720.00

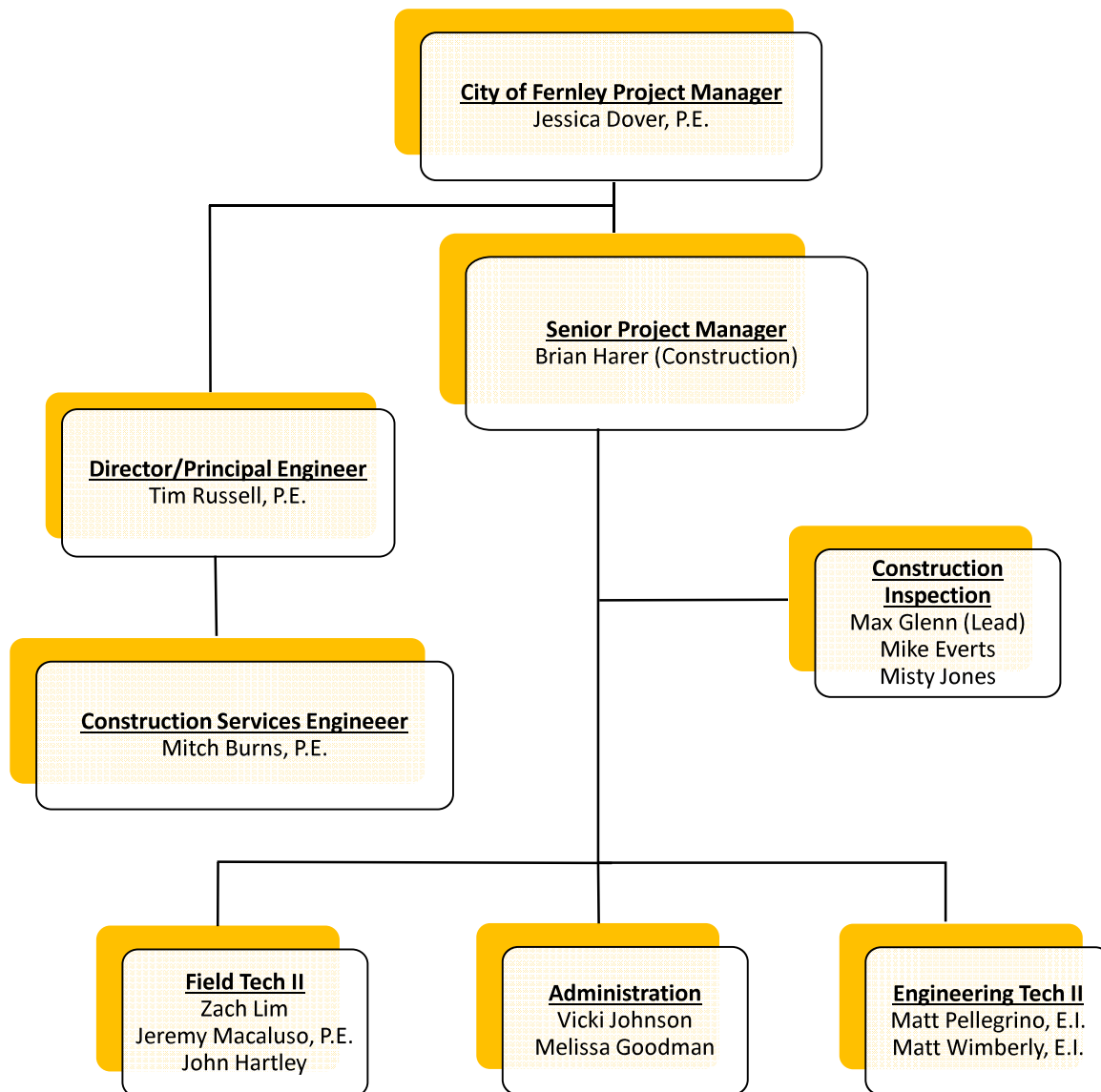
Native Soils & Manufactured Aggregates

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Sieve Analysis	\$ 200.00	6.00	\$ 1,200.00
Plasticity Index	\$ 225.00	6.00	\$ 1,350.00
Moisture Density Curve w/ Rock Correction	\$ 425.00	6.00	\$ 2,550.00
			\$ 5,100.00

Laboratory Testing Total: \$ 27,870.00

SCHEDULE OF SERVICES
ATTACHMENT C

<u>Task</u>	<u>Date</u>
Open Bids	Wednesday, September 7, 2022
City Council Award	Wednesday, October 5, 2022
Pre-Construction Conference	Friday, October 21, 2022
Notice to Proceed	Monday, October 24, 2022
Construction Substantially Complete - Phase 1 (150 Calendar Days)	Friday, March 24, 2023
Construction Substantially Complete - Phase 2 (65 Calendar Days)	Wednesday, June 21, 2023
Construction Readiness for Final Payment (30 Calendar Days)	Saturday, July 22, 2023





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 21, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Patrick Marsh, City Manager

FINANCIAL IMPACT:

Yes: x

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

n/a

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Discussion and Possible Action on whether to modify the ordinances regarding Marijuana/ Cannabis including but not limited to Cultivation, adult-use Cannabis establishments, Retail Cannabis Consumption Lounges, and other matters related to marijuana establishments within the City.

AGENDA ITEM BRIEF:

As the Nevada Revised Statutes change regarding Cannabis, the Cannabis board has reached out to the City of Fernley to request a position from the City of Fernley regarding Cannabis establishments and the position of the Council.

RECOMMENDED MOTION:

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:

Since 2014 the City of Fernley has made various motions regarding their positions on Marijuana and Cannibas.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapters 678; 453; FMC codes Chapter 32

FINANCIAL IMPLICATIONS:**ATTACHMENTS:**

None