



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, April 5, 2023 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Fran McKay

City Manager

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

Zoom information:

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

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

Public Comment: Those wishing to address the City Council may submit public comment through the online public comment form 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. (For Possible Action) Approval of Minutes

2.3. (Possible Action) Approval of Business Licenses

2.4. Possible action to approve a contract with Lumos & Associates for engineering design and construction services for the installation of a new flashing beacon for the crosswalk at the intersection of Farm District Road and Jasmine Lane.

2.5. Possible Action to Approve a ratification of the Change Order for the contract for environmental consulting services with Resource Concepts, Inc. for the Community Response & Resource Center in the amount of \$5,000 for an amended total of \$30,000.

2.6. (For Possible Action): Approve panel of substitute Municipal Judges.

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

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

3.2. State of Nevada Legislative update.

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. Presentation by Lyon County Human Services on Child Abuse Prevention Month

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

6. ORDINANCES

6.1. First reading and introduction of Bill # 325 an ordinance amending Title 16 Chapter 1 of the Fernley Municipal Code, parking and storage of junk vehicles.

7. STAFF REPORTS

7.1. (For Possible Action) Discussion and possible action regarding a change in public noticing procedures for development within the City of Fernley. (Councilmember McKay)

7.2. Discussion and possible action regarding the location and removal of the Old School House located on the Fernley Depot property.

7.3. (Possible action) Discussion on the recruitment process for city manager including but not limited to:

- 1. Possible Action to approve a contract with Bakertilly not to exceed \$25,000.00**
- 2. Direct staff to recruit a City Manager in an alternative path**

7.4. Discussion and Possible Corrective Action on payment of city attorney merit increase to city attorney staff.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. (For possible action) Discussion regarding a future agenda item to place a stop sign at the corner of Raptor and Jennys and other streets that might be of concern. (Councilman Lau)

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: City Council April 19h @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
AECOM TECHNICAL SERVICES, INC.								
8633	AECOM TECHNICAL SERVICES, INC.	2000732570	Surface water conveyance project engineering and inspeciton	03/13/2023	7,848.84		510-166100 Construction In Progress	323
Total 8633:					7,848.84			
AFLAC								
5690	AFLAC	804146	SUPPLEMENTAL INSURANCE	02/25/2023	318.92	03/16/2023	100-217400 AFLAC Insurance Payable	223
Total 5690:					318.92			
ALHAMBRA								
4688	ALHAMBRA	7661929031623	water service	03/16/2023	237.81		510-810-614 Supplies-Plant/Shop/Maint	323
Total 4688:					237.81			
ALL AMERICAN AUTO BODY FERNLEY LLC								
8938	ALL AMERICAN AUTO BODY FERNLEY LLC	1922	BODY REPAIR TRUCK 1077 W/D	01/13/2023	1,326.30	03/23/2023	510-810-610 Automotive Supplies	123
Total 8938:					1,326.30			
ALLDATA LLC								
8930	ALLDATA LLC	INVC02654903	all data	03/13/2023	90.40		100-575-610 Automotive Supplies	323
8930	ALLDATA LLC	INVC02654903	all data	03/13/2023	90.40		520-810-610 Supplies-Automotive	323
8930	ALLDATA LLC	INVC02654903	all data	03/13/2023	90.40		510-810-610 Automotive Supplies	323
8930	ALLDATA LLC	INVC02654903	all data	03/13/2023	90.40		100-475-610 Automotive Supplies	323
Total 8930:					361.60			
ANIMAL CARE CENTER								
245	ANIMAL CARE CENTER	141868	Canine exam and treat	03/28/2023	135.98		100-525-322 Prof Serv-Other	323
Total 245:					135.98			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2023-0066	Backflow monitoring service	03/07/2023	142.50		510-810-320 Prof Serv-Engineering	323
Total 8934:					142.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ARAMARK								
1895	ARAMARK	5980078942	shop mats	03/09/2023	77.17		510-810-614 Supplies-Plant/Shop/Maint	323
1895	ARAMARK	5980078973	PS rags and rugs	03/09/2023	105.16		510-840-420 Contract Services	323
1895	ARAMARK	5980078986	mats	03/09/2023	175.52		100-475-614 Supplies-Plant/Shop/Maint	323
1895	ARAMARK	5980079363	Pants service	03/13/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	323
1895	ARAMARK	5980079405	shirt contract	03/13/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	323
1895	ARAMARK	5980079411	uniforms	03/13/2023	48.30		100-475-616 Supplies-Safety	323
1895	ARAMARK	5980081595	pants service	03/20/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	323
1895	ARAMARK	5980081610	SHIRT CONTRACT	03/20/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	323
1895	ARAMARK	5980081613	uniforms	03/20/2023	48.30		100-475-616 Supplies-Safety	323
1895	ARAMARK	5980083016	MAT SERVICE	03/23/2023	77.17		520-810-614 Supplies-Plant/Shop/Maint	323
1895	ARAMARK	5980083045	PS Rags and rugs	03/23/2023	105.16		510-840-420 Contract Services	323
1895	ARAMARK	5980083052	mats	03/23/2023	175.52		100-417-612 Building Maintenance Supplies	323
Total 1895:					996.96			
AT&T								
13	AT&T	28574 MAR 23	131 252-7192 857 4	03/02/2023	160.00	03/24/2023	100-417-530 Communications (Internet,Cell)	323
13	AT&T	74368 MAR 23	775 575-7187 436 8	02/28/2023	1,510.53	03/21/2023	100-417-530 Communications (Internet,Cell)	223
13	AT&T	81650 MAR 23	775 835-8598 165 0	02/28/2023	5,517.83	03/21/2023	100-417-530 Communications (Internet,Cell)	223
13	AT&T	85367 MAR 23	775 575-9058 536 7	02/28/2023	1,510.53	03/21/2023	100-417-530 Communications (Internet,Cell)	223
13	AT&T	96145 MAR 23	131 252-8129 614 5	03/02/2023	230.00	03/24/2023	100-417-530 Communications (Internet,Cell)	323
13	AT&T	98670 MAR 23	775-786-2229 867 0	02/20/2023	2,993.00	03/15/2023	100-417-530 Communications (Internet,Cell)	223
Total 13:					11,921.89			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 MAR23	MARCH 23 Long Distance	03/04/2023	838.16	03/23/2023	100-417-530 Communications (Internet,Cell)	323
Total 448:					838.16			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	43632	batteries for vac-con w/d	03/10/2023	412.00		510-810-610 Automotive Supplies	323
8868	AUTO & TRUCK ELECTRIC, INC	43743	BATTERIES FOR FIRE DEPT.	03/23/2023	270.00		100-126000 Intergovernmental Receivable	323
Total 8868:					682.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	16359	gate valve drain pipe dope coupling	03/02/2023	80.35		100-475-600 General Supplies	323
20	BIG R OF FERNLEY	16385/5	irrigation supplies	03/09/2023	48.72		100-575-600 General Supplies	323
20	BIG R OF FERNLEY	16387//5	wheel and clamp	03/09/2023	79.94		100-475-600 General Supplies	323
20	BIG R OF FERNLEY	16395/5	mats for FYSL backstop at ITP	03/10/2023	249.75		100-575-600 General Supplies	323
20	BIG R OF FERNLEY	16407/5	fuel sign and reflector	03/13/2023	48.47		100-575-600 General Supplies	323
20	BIG R OF FERNLEY	16414/5	misc electrical	03/14/2023	12.08		100-475-600 General Supplies	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	16415/55	rubber boots and gloves	03/14/2023	131.89		100-475-616 Supplies-Safety	323
20	BIG R OF FERNLEY	16433/5	bolts	03/17/2023	9.23		100-475-430 Service-Repair and Maintenance	323
20	BIG R OF FERNLEY	16437/5	misc. parts	03/17/2023	43.08		100-575-600 General Supplies	323
20	BIG R OF FERNLEY	16442/5	batteries traps misc.	03/17/2023	122.15		100-475-614 Supplies-Plant/Shop/Maint	323
20	BIG R OF FERNLEY	16453/5	tape	03/20/2023	35.97		100-575-600 General Supplies	323
20	BIG R OF FERNLEY	16461/5	bolts nuts and washer for street signs	03/21/2023	182.74		100-475-615 Supplies-Signs and Striping	323
20	BIG R OF FERNLEY	16472/5	CAN FOR FLEET	03/22/2023	32.99		100-480-610 AUTOMOTIVE SUPPLIES	323
20	BIG R OF FERNLEY	16473/5	misc plumbing supplies	03/22/2023	48.23		100-575-600 General Supplies	323
20	BIG R OF FERNLEY	16486/5	SPARE KEY FOR TRUCK	03/24/2023	2.99		100-480-610 AUTOMOTIVE SUPPLIES	323
20	BIG R OF FERNLEY	16488/5	water troughs for fairgrounds	03/24/2023	498.00		100-575-600 General Supplies	323
20	BIG R OF FERNLEY	16497/5	misc. plumbing otp	03/27/2023	85.55		100-575-612 Building Maintenance Supplies	323
20	BIG R OF FERNLEY	16502/5	towing parts	03/27/2023	55.66		100-475-610 Automotive Supplies	323
20	BIG R OF FERNLEY	16508/5	shovels brooms boots	03/28/2023	223.93		100-475-600 General Supplies	323
Total 20:					1,991.72			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	22323-1	Updates Business Cards, Shay	03/14/2023	60.00		100-610-601 Office Supplies	323
6970	BOB'S PRINTING AND SIGNAGE	22323-1	Updated Council Nameplate, Shay	03/14/2023	20.00		100-610-601 Office Supplies	323
6970	BOB'S PRINTING AND SIGNAGE	22823-1	Employee recognition	03/14/2023	37.54		100-412-586 Employee Recognition	323
6970	BOB'S PRINTING AND SIGNAGE	31323-1	Engraved Name Plates	03/23/2023	21.36		100-417-601 OFFICE SUPPLIES	323
6970	BOB'S PRINTING AND SIGNAGE	31323-1	Window Envelopes	03/23/2023	662.25		100-416-550 Printing and Postage	323
6970	BOB'S PRINTING AND SIGNAGE	31523-1	City of Fernley logo pens	03/28/2023	1,403.18		100-605-601 Office Supplies	323
Total 6970:					2,204.33			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7905466	misc cleaning supplies	03/10/2023	335.89		100-417-612 Building Maintenance Supplies	323
8837	BRADY INDUSTRIES OF NEVADA LLC	7920784	cleaning supplies	03/17/2023	286.88		100-417-614 Supplies-Plant/Shop/Maint	323
Total 8837:					622.77			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	GV76867	Computers	02/17/2023	1,130.82		100-416-605 Minor Equipment	223
27	CDW GOVERNMENT INC.	HJ89066	General Supplies	03/14/2023	81.09	03/23/2023	100-418-600 General Supplies	323
Total 27:					1,211.91			
CEMEX CONSTRUCTION MATERIALS PACIFIC								
154	CEMEX CONSTRUCTION MATERIALS PACIFIC	9447805633	sand	03/14/2023	1,345.73		100-475-600 General Supplies	323
Total 154:					1,345.73			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CFA INC								
499	CFA INC	25976	Green valley park project engineering services	02/28/2023	47.50		230-575-730 Improve other than Buildings	223
Total 499:					47.50			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	179901030623	0179901 March23 355 Cottonwood	03/06/2023	379.20	03/23/2023	100-417-530 Communications (Internet,Cell)	323
4479	CHARTER COMMUNICATIONS	179919030623	0179919 March 23 595 Silver Lace	03/06/2023	1,329.20	03/23/2023	100-417-530 Communications (Internet,Cell)	323
Total 4479:					1,708.40			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2023	finance-cc processing fees 6291058	02/28/2023	84.10	02/28/2023	100-415-609 Credit Card Fees - Govt Svcs	223
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2023	Finance-Cc Processing Fees 6291057	02/28/2023	850.58	02/28/2023	100-415-609 Credit Card Fees - Govt Svcs	223
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2023	Sewer-CC Processing Fees 6181757	02/28/2023	3,134.93	02/28/2023	520-810-609 Credit Card Fees	223
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2023	Water-CC Processing Fees 6181757	02/28/2023	3,134.93	02/28/2023	510-810-609 Credit Card Fees	223
Total 8637:					7,204.54			
CMC TIRE, INC								
8903	CMC TIRE, INC	50064500	tires for animal control	03/08/2023	1,096.16		100-525-610 Automotive Supplies	323
8903	CMC TIRE, INC	50064656	tires for small dump 3311	03/09/2023	1,118.68		100-475-430 Service-Repair and Maintenance	323
Total 8903:					2,214.84			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340401078	E3103934 SUPPLEMENTAL INSURANC	03/23/2023	55.16	03/23/2023	100-218000 COLONIAL INSURANCE PAYABL	323
Total 3520:					55.16			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	13567	West Lift Station project inspection services	03/06/2023	2,872.50		520-166100 Construction In Progress	323
Total 5587:					2,872.50			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001007	Core Prof Services Schematic Design CRRC FEB 23	02/08/2023	18,900.00		220-480-810 ARPA	223
Total 8916:					18,900.00			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	122325	Design Phase services Feb 1,2023 - Feb 28,2023 CRRC	02/01/2023	9,688.00		220-480-810 ARPA	223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8889:					9,688.00			
CUMMINS SALES AND SERVICE								
250	CUMMINS SALES AND SERVICE	58-58045	PS E-Gen repairs	03/21/2023	2,215.90		510-840-430 Service-Repair and Maintenance	323
Total 250:					2,215.90			
DOWL, LLC								
8931	DOWL, LLC	3	Map Review Overage BLA22002, BLA22004, FSM22002, FP	03/03/2023	1,775.00		100-610-322 Prof Serv-Other	323
8931	DOWL, LLC	3	Map Review BLA22002, BLA22004, FSM22002, FPM22004	03/03/2023	650.00		100-228311 Engineering Reimb. (Maps)	323
8931	DOWL, LLC	R0120.2389-4	On call GIS support services and maintenance	03/03/2023	310.00		520-810-320 Prof Serv-Engineering	323
8931	DOWL, LLC	R0120.2389-4	On call GIS support services and maintenance	03/03/2023	310.00		510-810-320 Prof Serv-Engineering	323
8931	DOWL, LLC	R0120.2389-4	On call GIS support services and maintenance	03/03/2023	310.00		100-575-320 Prof Serv-Engineering	323
8931	DOWL, LLC	R0120.2389-4	On call GIS support services and maintenance	03/03/2023	310.00		100-475-320 Prof Serv-Engineering	323
8931	DOWL, LLC	R0120.2389-4	On call GIS support services and maintenance	03/03/2023	310.00		100-417-320 PROF SEV-ENGINEERING	323
Total 8931:					3,975.00			
EGGEN, LOREN								
8937	EGGEN, LOREN	15297	Spanish 21TR01957 Regino Arenas-Gonzalez	02/09/2023	400.00		100-425-330 PROF SERV-INTERPRETER	223
Total 8937:					400.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	45008	REIMB SUPPLIES FOR SH RETIREMENT	03/17/2023	50.85	03/23/2023	100-412-586 Employee Recognition	323
Total 8639:					50.85			
FERNLEY ACES								
8941	FERNLEY ACES	March 23	Partial FY22-23 R2 Fernley Aces- Ladies Night	03/27/2023	750.00		225-575-650 Grant Awards	323
Total 8941:					750.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	23-779003	PS Oil Analysis Kits	03/17/2023	757.71	03/23/2023	510-840-614 Plant/Shop/Maint. Supplies	323
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - SEWER	02/28/2023	1,274.55	03/23/2023	520-810-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - FACILITIES	02/28/2023	132.49	03/23/2023	100-417-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - WATER DIST	02/28/2023	1,026.45	03/23/2023	510-810-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - CDD BUILDING	02/28/2023	111.00	03/23/2023	100-605-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - VECTOR	02/28/2023	24.36	03/23/2023	100-528-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - ANIMAL CONTROL	02/28/2023	101.31	03/23/2023	100-525-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - COURT	02/28/2023	96.97	03/23/2023	100-425-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - PARKS	02/28/2023	241.68	03/23/2023	100-575-626 Gasoline	223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - STREETS	02/28/2023	1,543.41	03/23/2023	100-475-626 Gasoline	223
18	FLYERS ENERGY, LLC	CFS-3348755	GASOLINE - FLEET	02/28/2023	219.82	03/23/2023	100-480-626 GASOLINE	223
Total 18:					5,529.75			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0165	Lobbyist Contract FY22/23 March 23	03/01/2023	5,800.00		100-413-322 Prof Serv-Other	323
Total 8869:					5,800.00			
FULL CIRCLE COMPOST								
8660	FULL CIRCLE COMPOST	15100	compost for fields turf	03/28/2023	3,832.00		100-575-600 General Supplies	323
Total 8660:					3,832.00			
GERHARDT & BERRY CONSTRUCTION								
5064	GERHARDT & BERRY CONSTRUCTION	Pay req #4	West Lift station upgrades construction	03/06/2023	593,533.48	03/23/2023	520-166100 Construction In Progress	323
Total 5064:					593,533.48			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	28854	95A flood backfill	03/14/2023	360.69		520-810-430 Service-Repair and Maintenance	323
202	GOPHER CONSTRUCTION INC	28885	95A flood backfill	03/16/2023	179.63		520-810-430 Service-Repair and Maintenance	323
202	GOPHER CONSTRUCTION INC	28889	95A flood backfill	03/17/2023	107.80		520-810-614 Supplies-Plant/Shop/Maint	323
Total 202:					648.12			
GRAINGER								
252	GRAINGER	9638236803	Key Box	03/13/2023	18.56		520-810-601 Office Supplies	323
252	GRAINGER	9638236803	Key Box	03/13/2023	9.28		100-417-601 OFFICE SUPPLIES	323
252	GRAINGER	9638236803	Key Box	03/13/2023	18.57		510-810-601 Office Supplies	323
252	GRAINGER	9638236803	Key Box	03/13/2023	13.92		100-575-601 Office Supplies	323
252	GRAINGER	9638236803	Key Box	03/13/2023	23.20		100-475-601 Supplies-Office	323
252	GRAINGER	9638236803	Key Box	03/13/2023	9.28		510-840-601 Office Supplies	323
Total 252:					92.81			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	590825729	Communications	02/01/2023	193.38	03/23/2023	100-417-530 Communications (Internet,Cell)	223
8838	GRANITE TELECOMMUNICATIONS, LLC	594054511	Communications	03/01/2023	193.38	03/23/2023	100-417-530 Communications (Internet,Cell)	323
Total 8838:					386.76			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111388	Misc. Service Labor	11/23/2023	145.00		100-605-322 Prof Serv-Other	323
70	HANNEMAN SERVICE	13103	1998 White Subaru Forester 2827 South Fork	03/11/2023	55.00		100-605-322 Prof Serv-Other	323
Total 70:					200.00			
HEADWAY TRANSPORTATION, LLC								
8836	HEADWAY TRANSPORTATION, LLC	3984	Eng Professional Services 01/01/23 -02/24/23	03/08/2023	8,000.00		220-480-810 ARPA	323
Total 8836:					8,000.00			
HERC RENTALS								
8732	HERC RENTALS	33570229-001	chipper rental for christmas trees	03/13/2023	622.43		100-575-441 Rental	323
Total 8732:					622.43			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-022	3721P GROUP HEALTH INSURANCE	04/01/2023	73,498.96	03/23/2023	100-217000 HEALTH INSURANCE PAYABLE	423
Total 4842:					73,498.96			
HUCK SALT INC.								
79	HUCK SALT INC.	C21264	salt for roads	03/16/2023	444.62		100-475-600 General Supplies	323
Total 79:					444.62			
IBEW Local 1245								
83	IBEW Local 1245	MAR 2023-1	UNION DUES, ONE HALF OF MONTH	03/10/2023	768.44	03/10/2023	100-219900 OTHER PAYROLL PAYABLES	323
Total 83:					768.44			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	MAR 2023-1	W/HOLD TAX PAYABLE, PAYROLL	03/10/2023	17,540.88	03/10/2023	100-212000 FEDERAL WITHHOLDING PAYAB	323
7879	INTERNAL REVENUE SERVICE	MAR 2023-1	MED TAX PAYABLE, PAYROLL	03/10/2023	5,329.16	03/10/2023	100-211000 FICA PAYABLE	323
7879	INTERNAL REVENUE SERVICE	MAR 2023-1	FICA TAX PAYABLE, PAYROLL	03/10/2023	233.00	03/10/2023	100-211000 FICA PAYABLE	323
Total 7879:					23,103.04			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	811328-IN	FILTERS FOR FLEET	03/22/2023	535.83		100-480-610 AUTOMOTIVE SUPPLIES	323
Total 4329:					535.83			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
JNA CONSULTING GROUP LLC								
2953	JNA CONSULTING GROUP LLC	2023.008	Prep of Annual Report/Monitoring	03/20/2023	687.50		520-810-322 Prof Serv-Other	323
2953	JNA CONSULTING GROUP LLC	2023.008	Prep of Annual Report/Monitoring	03/20/2023	687.50		510-810-322 Prof Serv-Other	323
Total 2953:					1,375.00			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23424593	PS Chem Bld fire supression wet chem inspection	03/03/2023	500.50		510-840-420 Contract Services	323
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23424596	contract services	03/03/2023	454.00		100-417-420 Contract Services	323
Total 8667:					954.50			
JORDAN'S TRUCK & TRAILER EQUIP, INC								
318	JORDAN'S TRUCK & TRAILER EQUIP, INC	225516	snow plow parts	01/26/2023	815.92		100-475-430 Service-Repair and Maintenance	123
Total 318:					815.92			
K & K SYSTEMS, INC								
8786	K & K SYSTEMS, INC	22497	timers for school beacons	03/15/2023	1,942.64		100-475-422 Contract-Traffic Light Mainten	323
Total 8786:					1,942.64			
KALBACHER ASSOCIATES, LLC								
8888	KALBACHER ASSOCIATES, LLC	20230301	Comprehensive Grant Services FEB 23	03/01/2023	2,250.00		100-413-322 Prof Serv-Other	323
Total 8888:					2,250.00			
LAWSON PRODUCTS, INC								
2435	LAWSON PRODUCTS, INC	9310450160	FLEET SUPLIES	03/21/2023	411.70		100-480-610 AUTOMOTIVE SUPPLIES	323
Total 2435:					411.70			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	02088	Misc supplies for picture frames	03/10/2023	204.38		100-417-614 Supplies-Plant/Shop/Maint	323
7650	LOWES CREDIT SERVICES	2045	filters	03/21/2023	130.44		100-417-614 Supplies-Plant/Shop/Maint	323
7650	LOWES CREDIT SERVICES	2055	backstop material for OTP adult softball	03/10/2023	821.15		100-575-612 Building Maintenance Supplies	323
7650	LOWES CREDIT SERVICES	2139	cold patch two pallets	03/22/2023	2,809.80		100-475-600 General Supplies	323
7650	LOWES CREDIT SERVICES	23057	well house painting supplies	02/22/2023	84.06		510-810-614 Supplies-Plant/Shop/Maint	223
7650	LOWES CREDIT SERVICES	2321	drain hose for N.E. Booster	02/27/2023	16.14		510-810-614 Supplies-Plant/Shop/Maint	223
7650	LOWES CREDIT SERVICES	23280	water shed and office supplies	03/10/2023	256.83		510-810-614 Supplies-Plant/Shop/Maint	323
7650	LOWES CREDIT SERVICES	23759	Distribution shed upgrade	03/15/2023	221.56		510-810-614 Supplies-Plant/Shop/Maint	323
7650	LOWES CREDIT SERVICES	2435	parks supplies	03/24/2023	30.96		100-575-600 General Supplies	323
7650	LOWES CREDIT SERVICES	2755	Upgrade to distribution storage shed	03/14/2023	107.91		510-810-614 Supplies-Plant/Shop/Maint	323
7650	LOWES CREDIT SERVICES	2855	concrete bags	03/09/2023	214.21		100-575-600 General Supplies	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	2866	PS plant supplies	03/09/2023	131.85		510-840-614 Plant/Shop/Maint. Supplies	323
7650	LOWES CREDIT SERVICES	2905	rebar pins	03/09/2023	168.30		100-575-600 General Supplies	323
7650	LOWES CREDIT SERVICES	81638	PS Returned Items	03/09/2023	94.68-		510-840-430 Service-Repair and Maintenance	323
7650	LOWES CREDIT SERVICES	83987	Toiletries	03/21/2023	29.80		520-810-600 General Supplies	323
Total 7650:					5,132.71			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	115664	Industrial park street rehab design	12/08/2022	1,320.50		100-475-745 RTC REIMBURSABLE EXPENDI	1222
370	LUMOS & ASSOCIATES INC	115667 Rev	22/23 PMP project engineering services	03/07/2023	1,092.00		100-475-430 Service-Repair and Maintenance	323
370	LUMOS & ASSOCIATES INC	115718	FY22/23 PMP proejct engineering services	03/07/2023	17,849.50		100-475-430 Service-Repair and Maintenance	323
370	LUMOS & ASSOCIATES INC	116634	Cottonwood Lane reconstruct inspection services	02/22/2023	1,988.00		100-475-745 RTC REIMBURSABLE EXPENDI	223
370	LUMOS & ASSOCIATES INC	116734	US 50/95A sewer improvements engineering services	02/28/2023	5,070.00		520-166100 Construction In Progress	223
370	LUMOS & ASSOCIATES INC	116735	Fernley Industrial Park rehab engineering services	02/28/2023	3,099.00		100-475-745 RTC REIMBURSABLE EXPENDI	223
370	LUMOS & ASSOCIATES INC	116736	Red Rock road extension engineeing services	02/28/2023	448.50		100-475-745 RTC REIMBURSABLE EXPENDI	223
370	LUMOS & ASSOCIATES INC	116738	22/23 PMP project engineering services	02/28/2023	7,139.00		100-475-430 Service-Repair and Maintenance	223
370	LUMOS & ASSOCIATES INC	116790	WWTP preliminary engineering report engineering services	03/07/2023	2,123.00		520-166100 Construction In Progress	323
Total 370:					40,129.50			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	111123	portable restrooms	03/24/2023	400.00		100-575-420 Contract Services	323
Total 8509:					400.00			
MATCO TOOLS								
8529	MATCO TOOLS	126883	3/8 extension set for service truck	03/09/2023	99.95		100-480-600 GENERAL SUPPLIES/TOOLS	323
Total 8529:					99.95			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	MAR 2023	MUNICIPAL COURT JUDGE	03/31/2023	3,750.00		100-425-322 Prof Serv-Other	323
Total 8042:					3,750.00			
MAUPIN, COX & LEGOY								
8940	MAUPIN, COX & LEGOY	204273	CAO Eval Outside Counsel	03/17/2023	3,027.40		100-413-322 Prof Serv-Other	323
Total 8940:					3,027.40			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	APR 2023	5952725 GROUP DENTAL INSURANCE	04/01/2023	9,395.54	03/23/2023	100-217100 Dental Insurance Payable MetL	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 5387:					9,395.54			
MIRACLE RECREATION EQUIPMENT CO								
7251	MIRACLE RECREATION EQUIPMENT CO	853839	slides for ponderosa park	02/27/2023	6,882.40	03/23/2023	100-575-430 Service-Repair and Maintenance	223
Total 7251:					6,882.40			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	133274251	REFUND 1627 SUMMERWIND DR DEPOSIT PAID TWICE	03/23/2023	80.00		520-228200 Customer Deposits	323
1111	MISCELLANEOUS ONE TIME VENDOR	133274251	REFUND 1627 SUMMERWIND DR DEPOSIT PAID TWICE	03/23/2023	75.00		510-228200 Customer Deposits	323
1111	MISCELLANEOUS ONE TIME VENDOR	133274251	REFUND 1627 SUMMERWIND DR DEPOSIT PAID TWICE	03/23/2023	20.00		510-380-900 Miscellaneous Revenue	323
1111	MISCELLANEOUS ONE TIME VENDOR	162465251	REIMB THRIFTY CAR RENTAL FOR CM INTERVIEW	03/16/2023	405.81		100-413-582 Travel	323
1111	MISCELLANEOUS ONE TIME VENDOR	189786124	REFUND LICENSE TAG #6521; EXPIRED RABIES CERT	03/16/2023	15.00		100-320-170 Licenses-Animal	323
1111	MISCELLANEOUS ONE TIME VENDOR	2057539	TNR OF 4 CATS	03/16/2023	120.00		100-525-322 Prof Serv-Other	323
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-072	RELEASE BOND; 576 COUNTRY HOLLOW DR.	03/14/2023	500.00		100-228300 Customer Deposits/Bonds - Dev	323
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-073	RELEASE BOND; 577 COUNTRY HOLLOW DR.	03/14/2023	500.00		100-228300 Customer Deposits/Bonds - Dev	323
Total 1111:					1,715.81			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	6849	roder hose for waste water vac-con	03/14/2023	2,080.00		520-810-430 Service-Repair and Maintenance	323
Total 6635:					2,080.00			
MMS WEST								
8588	MMS WEST	INV30031	IN HOUSE PRINTER SUPPLIES	03/20/2023	356.40		520-810-550 Printing and Postage	323
8588	MMS WEST	INV30031	IN HOUSE PRINTER SUPPLIES	03/20/2023	356.40		510-810-550 Printing and Postage	323
Total 8588:					712.80			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	134720	Conflict Prosecution	02/28/2023	223.76	03/23/2023	100-414-310 Prof Serv-Legal	223
Total 8906:					223.76			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	151326	Feline urgent care visit	03/31/2023	50.00		100-525-322 Prof Serv-Other	323
Total 6660:					50.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	22612417	Vacuum pump repair kit	03/27/2023	77.14		520-810-430 Service-Repair and Maintenance	323
115	MSC INDUSTRIAL SUPPLY CO	99161836	Vacuum pump repair kit	03/20/2023	77.14		520-810-430 Service-Repair and Maintenance	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
115	MSC INDUSTRIAL SUPPLY CO	99161846	Vacuum pump repair kits	03/20/2023	154.28		520-810-430 Service-Repair and Maintenance	323
Total 115:					308.56			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	387637	anti freeze	03/08/2023	58.41		100-475-610 Automotive Supplies	323
58	NAPA AUTO & TRUCK PARTS	388082	Electronic cleaner	03/17/2023	57.95		520-810-600 General Supplies	323
58	NAPA AUTO & TRUCK PARTS	388209	fittings for 1009	03/20/2023	23.98		510-810-610 Automotive Supplies	323
58	NAPA AUTO & TRUCK PARTS	388332	PARTS FOR W/D VAVLE EXERCIZER	03/22/2023	158.62		510-810-610 Automotive Supplies	323
58	NAPA AUTO & TRUCK PARTS	388365	BLOWER MOTOR FOR 3003 STREETS	03/23/2023	88.28		100-475-610 Automotive Supplies	323
58	NAPA AUTO & TRUCK PARTS	388545	DEF for backhoe	03/27/2023	16.99		510-810-610 Automotive Supplies	323
58	NAPA AUTO & TRUCK PARTS	388604	anti freeze	03/28/2023	91.97		100-475-610 Automotive Supplies	323
Total 58:					496.20			
NEVADA WATER RESOURCES ASSN - NWRA								
5586	NEVADA WATER RESOURCES ASSN - NWRA	70296422	Membership Dues; Sparks	03/08/2023	125.00		510-840-581 Dues and Memberships	323
5586	NEVADA WATER RESOURCES ASSN - NWRA	70297154	Truckee River Tour; Sparks	03/08/2023	270.00		510-840-580 Training	323
Total 5586:					395.00			
NORTHERN NEVADA INTERNATIONAL CENTER								
8844	NORTHERN NEVADA INTERNATIONAL CENTER	6727	Russian - Veacheslav BevZiuc 21TR02203	03/06/2023	300.00		100-425-330 PROF SERV-INTERPRETER	323
Total 8844:					300.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	FEB 2023	TRAVEL NV; ROUND UP REG; T CONNER 4/11-4/13/23	02/28/2023	65.00	03/10/2023	100-413-580 Training	223
8649	NSB - BANKCARD CENTER	FEB 2023	SECURITY BASE; DVR REPLACEMENT FOR CAMERAS	02/28/2023	3,823.00	03/10/2023	100-418-730 Improve other than Buildings	223
8649	NSB - BANKCARD CENTER	FEB 2023	NORCO; FILL CO2 TANKS FOR VECTOR	02/28/2023	66.93	03/10/2023	100-528-617 Supplies-Chemical	223
8649	NSB - BANKCARD CENTER	FEB 2023	ASSOC CAREER CTR; JOB POSTING CM	02/28/2023	149.00	03/10/2023	100-413-550 Printing and Postage	223
8649	NSB - BANKCARD CENTER	FEB 2023	NV FIRE MARSHALL; HAZMAT CERTS	02/28/2023	1,164.67	03/10/2023	510-810-642 Permits and Licenses	223
8649	NSB - BANKCARD CENTER	FEB 2023	DMV; REGISTER SUPER DUTY; EXPLORER; SUPER CAB	02/28/2023	6.00	03/10/2023	100-475-642 Licenses and Permits	223
8649	NSB - BANKCARD CENTER	FEB 2023	KILLPATH; ADMIN PROF CERT PRG; SCOTT/HARRIS	02/28/2023	1,078.00	03/10/2023	100-416-580 Training	223
8649	NSB - BANKCARD CENTER	FEB 2023	MICROSOFT; VISIO LICENSE	02/28/2023	117.86	03/10/2023	100-418-342 Tech Services-Other	223
8649	NSB - BANKCARD CENTER	FEB 2023	AMAZON; LAWN MOWER FILTERS	02/28/2023	30.58	03/10/2023	100-575-430 Service-Repair and Maintenance	223
8649	NSB - BANKCARD CENTER	FEB 2023	APPLIED PAVEMENT TECH; TRNG PLEITEZ/HENDERSON	02/28/2023	290.00	03/10/2023	100-529-580 Training	223
8649	NSB - BANKCARD CENTER	FEB 2023	AMAZON; HEADSET; MAP RACK; CLAMPS FOR MAP RAC	02/28/2023	221.90	03/10/2023	100-529-605 Minor Equipment	223
8649	NSB - BANKCARD CENTER	FEB 2023	FERNLEY FLOWERS; FUNERAL ARRANGEMENT BRAZZA	02/28/2023	100.00	03/10/2023	100-412-586 Employee Recognition	223
8649	NSB - BANKCARD CENTER	FEB 2023	DMV; REGISTER SUPER DUTY; EXPLORER; SUPER CAB	02/28/2023	6.00	03/10/2023	100-605-610 Automotive Supplies	223
8649	NSB - BANKCARD CENTER	FEB 2023	TRAVELOCITY; AIRFARE MOURITSEN FOR MID-YEAR SE	02/28/2023	380.21	03/10/2023	100-414-580 Training	223
8649	NSB - BANKCARD CENTER	FEB 2023	RALEY'S; FEB BIRTHDAY CAKE/UTENSILS	02/28/2023	43.70	03/10/2023	100-412-586 Employee Recognition	223
8649	NSB - BANKCARD CENTER	FEB 2023	TOWN AND CITY; JOB POSTING CM	02/28/2023	125.00	03/10/2023	100-413-550 Printing and Postage	223
8649	NSB - BANKCARD CENTER	FEB 2023	NV FIRE MARSHALL; HAZMAT CERTS	02/28/2023	434.68	03/10/2023	520-810-642 Permits and Licenses	223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	FEB 2023	APPLIED PAVEMENT TECH; ASPHALT CONF.	02/28/2023	145.00	03/10/2023	100-529-580 Training	223
8649	NSB - BANKCARD CENTER	FEB 2023	W2/1099/1095 EFILING; ACA FILING FOR 2022	02/28/2023	498.38	03/10/2023	100-415-322 Prof Serv-Other	223
8649	NSB - BANKCARD CENTER	FEB 2023	NV FIRE MARSHALL; HAZMAT CERTS	02/28/2023	434.68	03/10/2023	510-840-642 Permits and Licenses	223
8649	NSB - BANKCARD CENTER	FEB 2023	DMV; REGISTER SUPER DUTY; EXPLORER; SUPER CAB	02/28/2023	6.00	03/10/2023	100-425-610 Automotive Supplies	223
8649	NSB - BANKCARD CENTER	FEB 2023	STAMPLI; JAN 2023	02/28/2023	1,034.00	03/10/2023	100-418-342 Tech Services-Other	223
8649	NSB - BANKCARD CENTER	FEB 2023	FERNLEY IMPROV CLUB; RESERVE MTG ROOM 5/18/23	02/28/2023	300.00	03/10/2023	225-575-320 PROFESSIONAL SERVICES	223
8649	NSB - BANKCARD CENTER	FEB 2023	AMAZON; AS STYLEBOOK 2022-2024	02/28/2023	25.98	03/10/2023	100-413-640 Books and Periodicals	223
8649	NSB - BANKCARD CENTER	FEB 2023	IMLA; MID-YEAR SEMINAR; MOURITSEN	02/28/2023	575.00	03/10/2023	100-414-580 Training	223
8649	NSB - BANKCARD CENTER	FEB 2023	CHARTER COMM; 304798012823; FEB 2023	02/28/2023	129.98	03/10/2023	100-417-530 Communications (Internet,Cell)	223
8649	NSB - BANKCARD CENTER	FEB 2023	ZOOM; MONTHLY CMO	02/28/2023	140.00	03/10/2023	100-418-342 Tech Services-Other	223
Total 8649:					11,391.55			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	50369473	Weed Control	03/14/2023	222.00		520-810-430 Service-Repair and Maintenance	323
Total 3033:					222.00			
NV ENERGY								
167	NV ENERGY	12019 MAR 23	34596505012019 ACH	02/16/2023	6,473.94	03/07/2023	510-810-622 Electricity	223
167	NV ENERGY	13050 FEB 23	48768103613050 ACH	02/09/2023	2,509.46	02/28/2023	100-417-622 Electricity	223
167	NV ENERGY	13818 FEB 23	34596405113818 ACH	02/28/2023	46.59	03/16/2023	100-475-622 Electricity	223
167	NV ENERGY	13924 FEB 2023	48768108113924 ACH	02/28/2023	33.59	03/16/2023	100-575-622 Electricity	223
167	NV ENERGY	14319 JAN 23	34596405214319 ACH	02/09/2023	122.60	02/28/2023	100-575-622 Electricity	223
167	NV ENERGY	26093 MAR 23	34596402626093 ACH	03/08/2023	1,455.67	03/24/2023	100-575-622 Electricity	323
167	NV ENERGY	26100 MAR 23	34596502626100 ACH	03/08/2023	19,581.00	03/24/2023	510-810-622 Electricity	323
167	NV ENERGY	26100 MAR 23	34596502626100 ACH	03/08/2023	40.72	03/24/2023	520-810-622 Electricity	323
167	NV ENERGY	26445 FEB 23	34596505226445 ACH	02/24/2023	5,337.26	03/15/2023	510-840-622 Electricity	223
167	NV ENERGY	28458 FEB 23	34596505228458 ACH	02/24/2023	10,634.20	03/15/2023	510-840-622 Electricity	223
167	NV ENERGY	29499 FEB 23	13677906929499 ACH	03/02/2023	75.56	03/20/2023	100-475-622 Electricity	323
167	NV ENERGY	29499 JAN 23	13677906929499 ACH	02/01/2023	77.08	02/17/2023	100-475-622 Electricity	223
167	NV ENERGY	30037 FEB 23	34596403630037 ACH	02/16/2023	36.16	03/07/2023	100-576-622 Electricity	223
167	NV ENERGY	30672 FEB 23	213677908230672 ACH	02/28/2023	43.19	03/16/2023	100-575-622 Electricity	223
167	NV ENERGY	34991 JAN 23	34596407734991 ACH	02/10/2023	55.92	03/01/2023	510-810-622 Electricity	223
167	NV ENERGY	37594 JAN23	80865904937594 ACH	02/10/2023	33.92	03/01/2023	100-475-622 Electricity	223
167	NV ENERGY	41110 MAR 23	82190403641110 ACH	03/08/2023	36.41	03/24/2023	520-810-622 Electricity	323
167	NV ENERGY	42683 MAR 23	82190404842683 ACH	03/08/2023	62.29	03/24/2023	100-475-622 Electricity	323
167	NV ENERGY	42683 MAR 23	82190404842683 ACH	03/08/2023	7,286.85	03/24/2023	520-810-622 Electricity	323
167	NV ENERGY	42683 MAR 23	82190404842683 ACH	03/08/2023	471.98	03/24/2023	100-575-622 Electricity	323
167	NV ENERGY	42683 MAR 23	82190404842683 ACH	03/08/2023	1,185.70	03/24/2023	510-810-622 Electricity	323
167	NV ENERGY	65197 FEB 23	34596407565197 ACH	02/09/2023	33.59	02/28/2023	510-810-622 Electricity	223
167	NV ENERGY	67463 FEB 23	34596404867463 ACH	02/10/2023	173.25	03/01/2023	100-575-622 Electricity	223
167	NV ENERGY	68387 JAN 23	345964082-68387	03/11/2023	64.95	03/29/2023	100-475-622 Electricity	323
167	NV ENERGY	71493 FEB 23	271223607571493 ACH	02/28/2023	42.57	03/16/2023	100-475-622 Electricity	223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	84389 FEB 23	34596503684389 ACH	02/09/2023	130.63	02/28/2023	100-417-622 Electricity	223
167	NV ENERGY	97731 FEB 23	213677908197731 ACH	02/28/2023	44.18	03/16/2023	100-575-622 Electricity	223
167	NV ENERGY	97899 MAR 23	80865904797899 ACH	03/08/2023	16,273.07	03/24/2023	100-475-622 Electricity	323
167	NV ENERGY	98954 MAR 23	82190405098954 ACH	03/08/2023	3,689.10	03/24/2023	520-810-622 Electricity	323
Total 167:					76,051.43			

OFFICE DEPOT

133	OFFICE DEPOT	293221357001	Wrist rest gel mouse pad	02/23/2023	14.89		100-416-600 General Supplies	223
133	OFFICE DEPOT	293221820001	Batteries	02/24/2023	10.99		100-416-600 General Supplies	223
133	OFFICE DEPOT	293221821001	Keyboard	02/24/2023	55.19		100-416-600 General Supplies	223
133	OFFICE DEPOT	300563094001	Katie Mouse Pad	03/07/2023	9.99		100-425-600 General Supplies	323
133	OFFICE DEPOT	300563946001	Scissors	03/08/2023	11.69		100-425-600 General Supplies	323
133	OFFICE DEPOT	300563954001	Dymo Labels, Green Files, Disinfectant Wipes, Organizer	03/08/2023	332.70		100-425-600 General Supplies	323
133	OFFICE DEPOT	301631667001	Keyboard and Mouse	03/06/2023	37.99		100-605-601 Office Supplies	323
133	OFFICE DEPOT	301632163001	Mouse Pad	03/03/2023	18.44		100-605-601 Office Supplies	323
133	OFFICE DEPOT	303424453001	Post-its; markers	03/14/2023	11.49		100-475-601 Supplies-Office	323
133	OFFICE DEPOT	303424453001	Post-its; markers	03/14/2023	9.19		520-810-601 Office Supplies	323
133	OFFICE DEPOT	303424453001	Post-its; markers	03/14/2023	4.60		510-840-601 Office Supplies	323
133	OFFICE DEPOT	303424453001	Post-its; markers	03/14/2023	6.90		100-575-601 Office Supplies	323
133	OFFICE DEPOT	303424453001	Post-its; markers	03/14/2023	9.19		510-810-601 Office Supplies	323
133	OFFICE DEPOT	303424453001	Post-its; markers	03/14/2023	4.60		100-417-601 OFFICE SUPPLIES	323
133	OFFICE DEPOT	303481682001	USB, 16G, 10 pk	03/15/2023	7.03		510-810-601 Office Supplies	323
133	OFFICE DEPOT	303481682001	USB, 16G, 10 pk	03/15/2023	7.03		520-810-601 Office Supplies	323
133	OFFICE DEPOT	303481682001	USB, 16G, 10 pk	03/15/2023	3.52		100-417-601 OFFICE SUPPLIES	323
133	OFFICE DEPOT	303481682001	USB, 16G, 10 pk	03/15/2023	5.27		100-575-601 Office Supplies	323
133	OFFICE DEPOT	303481682001	USB, 16G, 10 pk	03/15/2023	8.79		100-475-601 Supplies-Office	323
133	OFFICE DEPOT	303481682001	USB, 16G, 10 pk	03/15/2023	3.52		510-840-601 Office Supplies	323
133	OFFICE DEPOT	303551750001	Toner	03/24/2023	106.19		510-810-601 Office Supplies	323
133	OFFICE DEPOT	303551750001	Toner	03/24/2023	106.19		520-810-601 Office Supplies	323
133	OFFICE DEPOT	303551750001	Toner	03/24/2023	53.10		100-417-601 OFFICE SUPPLIES	323
133	OFFICE DEPOT	303551750001	Toner	03/24/2023	53.10		510-840-601 Office Supplies	323
133	OFFICE DEPOT	303551750001	Toner	03/24/2023	79.65		100-575-601 Office Supplies	323
133	OFFICE DEPOT	303551750001	Toner	03/24/2023	132.74		100-475-601 Supplies-Office	323
133	OFFICE DEPOT	305794371001	Folders, date stamp	03/27/2023	21.98		100-525-601 Office Supplies	323
Total 133:					1,125.96			

OLYMPUS AND ASSOCIATES, INC.

3648	OLYMPUS AND ASSOCIATES, INC.	OLY2021-237	Final retention payment for Sage Tank Recoating project	03/23/2023	24,243.31		510-166100 Construction In Progress	323
Total 3648:					24,243.31			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-235497	recall fix	03/07/2023	71.47		100-525-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-235504	Brakes	03/07/2023	51.50		100-525-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-235609	Brake rotor	02/08/2023	295.00		100-126000 Intergovernmental Receivable	223
6230	O'REILLY AUTO PARTS	3599-235738	parts for a/c truck 10004	03/09/2023	346.19		100-525-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-236628	parts for 1006	03/16/2023	74.80		510-810-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-237166	brakes for 1009	03/20/2023	169.99		510-810-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-237306	GASKET	03/21/2023	5.79		510-810-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-237658	BRAKE PADS FOR 1011 W/D	03/24/2023	66.39		510-810-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-237659	BRAKE FUILD FOR 1011 W/D	03/24/2023	26.99		510-810-610 Automotive Supplies	323
6230	O'REILLY AUTO PARTS	3599-237731	PCV VAVLES FOR W/D TRUCKS	03/24/2023	142.65		510-840-610 Automotive Supplies	323
Total 6230:					1,250.77			
OWEN EQUIPMENT SALES - PORTLAND-dont use								
5633	OWEN EQUIPMENT SALES - PORTLAND-dont use	59328	PTO switch for the streets vactor	03/13/2023	414.72		100-475-430 Service-Repair and Maintenance	323
Total 5633:					414.72			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	3/2023	Retiree Group Insurance	03/25/2023	261.08	03/23/2023	520-810-240 Group Insurance	323
143	PUBLIC EMPLOYEES BENEFITS PROG	3/2023	Retiree Group Insurance	03/25/2023	223.42	03/23/2023	100-415-240 Group Insurance	323
143	PUBLIC EMPLOYEES BENEFITS PROG	3/2023	Retiree Group Insurance	03/25/2023	94.16	03/23/2023	100-605-240 Group Insurance	323
143	PUBLIC EMPLOYEES BENEFITS PROG	3/2023	Retiree Group Insurance	03/25/2023	1.08	03/23/2023	510-810-240 Group Insurance	323
Total 143:					579.74			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	FEB 2023	#621 RETIREMENT CONTRIBUTIONS	02/28/2023	109,272.32	03/14/2023	100-216000 RETIREMENT PAYABLE	223
Total 144:					109,272.32			
Rain For Rent								
1068	Rain For Rent	1840336	Hwy 50 Emergency by-pass rental	02/14/2023	6,607.74		520-810-430 Service-Repair and Maintenance	223
1068	Rain For Rent	1849509	Hwy 50 Emergency by-pass rental	03/14/2023	6,607.74		520-810-430 Service-Repair and Maintenance	323
Total 1068:					13,215.48			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	5391939	5588313 - 2 Qtr Financials	02/01/2023	163.00	03/23/2023	100-416-540 Advertising	223
152	RENO GAZETTE JOURNAL	5391939	5583233 - Bill #324	02/01/2023	147.00	03/23/2023	100-416-540 Advertising	223
Total 152:					310.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-0297	RCI Professional Services CRRC through FEB 23,2023	03/16/2023	1,870.66		220-480-810 ARPA	323
Total 8602:					1,870.66			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	23030528	ARMORED SERVICE - GF	03/08/2023	182.23	03/23/2023	100-415-322 Prof Serv-Other	323
8629	SECTRAN SECURITY, INC.	23030528	ARMORED SERVICE - WATER	03/08/2023	182.26	03/23/2023	510-810-342 Tech Services-Other	323
8629	SECTRAN SECURITY, INC.	23030528	ARMORED SERVICE - SEWER	03/08/2023	182.26	03/23/2023	520-810-342 Tech Services-Other	323
Total 8629:					546.75			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	184418	Farm District road lift station phase 2 engineering services	02/28/2023	1,145.00	03/23/2023	520-166100 Construction In Progress	223
1897	SHAW ENGINEERING	184427	West lift station upgrade engineering services	02/28/2023	1,580.00	03/23/2023	520-166100 Construction In Progress	223
1897	SHAW ENGINEERING	184445	South Arm Interceptor engineering services	02/28/2023	1,280.00	03/23/2023	520-166100 Construction In Progress	223
1897	SHAW ENGINEERING	184479	On call engineering review services Creekwood Estates PD2	02/28/2023	1,305.00	03/23/2023	100-529-320 Prof Serv-Engineering	223
1897	SHAW ENGINEERING	184480	On call engineering reviews Green Valley ranch unit 6	02/28/2023	4,540.00	03/23/2023	100-529-320 Prof Serv-Engineering	223
1897	SHAW ENGINEERING	184481	On call engineering plan reviews - Golf Club at Fernley	02/28/2023	5,600.00	03/23/2023	100-529-320 Prof Serv-Engineering	223
Total 1897:					15,450.00			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	230260	E-One order	03/09/2023	7,463.15		520-810-615 E-One R & M	323
Total 6530:					7,463.15			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN296805	PS Residual Solids to Sanitary Sewer Samples	02/28/2023	1,797.00		510-810-423 Contract Services-ANALYTICAL	223
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297274	905 Hardie lane sample	03/09/2023	20.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297328	1st quarter DBP samples	03/13/2023	980.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297330	Hardie lane sample day 2	03/13/2023	20.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297400	1st round of march samples	03/15/2023	260.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297401	Wells 9/9A nitrate samples	03/15/2023	40.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297567	Commerce drive sample day 1	03/22/2023	60.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297588	PS Lab Analysis	03/22/2023	17.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297635	Commerce drive samples day 2	03/22/2023	60.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297636	East cottonwood fire hydrant samples day 1	03/22/2023	20.00		510-810-423 Contract Services-ANALYTICAL	323
7856	SILVER STATE ANALYTICAL LABORATORIES	RN297673	East Cottonwood fire hydrant sample day 2	03/22/2023	20.00		510-810-423 Contract Services-ANALYTICAL	323
Total 7856:					3,294.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	131765	street signs	03/09/2023	409.57		100-475-615 Supplies-Signs and Striping	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
170	SILVER STATE BARRICADE	131780	sign posts for parks	03/13/2023	1,758.35		100-575-612 Building Maintenance Supplies	323
170	SILVER STATE BARRICADE	131892	road signs	03/21/2023	665.60		100-475-615 Supplies-Signs and Striping	323
170	SILVER STATE BARRICADE	131893	posts anchors and misc.	03/21/2023	2,322.93		100-475-615 Supplies-Signs and Striping	323
170	SILVER STATE BARRICADE	131931	signs	03/23/2023	778.38		100-475-615 Supplies-Signs and Striping	323
Total 170:					5,934.83			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	R201014325:01	DPF CLEANING FOR STREETS DUMP TRUCK	03/21/2023	350.00		100-475-430 Service-Repair and Maintenance	323
265	SILVER STATE INTERNATIONAL TRUCKS	X201104265:01	parts for 3311 small dump truck	03/06/2023	6,168.41		100-475-430 Service-Repair and Maintenance	323
265	SILVER STATE INTERNATIONAL TRUCKS	X201104635:01	doc assembly for sander	03/08/2023	4,185.07		100-475-430 Service-Repair and Maintenance	323
265	SILVER STATE INTERNATIONAL TRUCKS	X201104706:01	credit memo for wrong part	03/09/2023	5,684.84		100-475-430 Service-Repair and Maintenance	323
265	SILVER STATE INTERNATIONAL TRUCKS	X201105149:01	credit memo	03/14/2023	1,000.00		100-475-430 Service-Repair and Maintenance	323
265	SILVER STATE INTERNATIONAL TRUCKS	X201105152:01	dpf cleaning for snow plow	03/14/2023	301.74		100-475-430 Service-Repair and Maintenance	323
265	SILVER STATE INTERNATIONAL TRUCKS	X201105446:01	gaskets	03/16/2023	58.65		100-475-430 Service-Repair and Maintenance	323
Total 265:					4,379.03			
SOSU TV CORP								
8909	SOSU TV CORP	WC1166	Fernley Focus Videos March 23	03/01/2023	1,083.00		100-413-322 Prof Serv-Other	323
Total 8909:					1,083.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 FEB 23	910000818971 ACH	02/16/2023	30.24	03/07/2023	520-810-621 Natural Gas	223
204	SOUTHWEST GAS CORP	33096 MAR 23	910001133096 ACH	02/28/2023	848.13	03/20/2023	510-810-621 Natural Gas	223
204	SOUTHWEST GAS CORP	33438 MAR 23	910001133438 ACH	02/23/2023	3,057.25	03/14/2023	100-417-621 Natural Gas	223
204	SOUTHWEST GAS CORP	86744 MAR 23	910001086744 WTP	02/14/2023	5,476.86	03/06/2023	510-840-621 Natural Gas	223
Total 204:					9,412.48			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAR 2023-2	CHILD SUPPORT	03/24/2023	319.84		100-219900 OTHER PAYROLL PAYABLES	323
Total 176:					319.84			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	16734	Water Right Contract FY22/23 FEB 23	02/02/2023	23,969.91	03/23/2023	510-810-698 Water Rights Protection	223
Total 3275:					23,969.91			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023400110852	WWTP Chlorine	03/20/2023	4,239.34		520-810-617 Supplies-Chemical	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8646:					4,239.34			
TITAN ELECTRICAL CO								
6548	TITAN ELECTRICAL CO	11864	replace beacons On school zone Farm Dist and cottonwood	03/09/2023	4,050.00		100-475-422 Contract-Traffic Light Mainten	323
6548	TITAN ELECTRICAL CO	11865	school zone flasher back side, Farm Dist. rd and Cottonwood	03/09/2023	2,160.00		100-475-422 Contract-Traffic Light Mainten	323
Total 6548:					6,210.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	APR 2023	IN-HOUSE PREPAID POSTAGE	04/01/2023	1,500.00		520-810-550 Printing and Postage	423
7344	U S POSTAL SERVICE	APR 2023	IN-HOUSE PREPAID POSTAGE	04/01/2023	1,500.00		510-810-550 Printing and Postage	423
Total 7344:					3,000.00			
ULTIMATE AIR, INC.								
8575	ULTIMATE AIR, INC.	6513	check thermostat at city hall	03/06/2023	104.00		100-417-424 Contract Services-HVAC	323
Total 8575:					104.00			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9928954500	Water Dist	03/24/2023	222.54	03/23/2023	510-810-530 Communications	323
8495	VERIZON WIRELESS	9928954500	Bldg & Safety	03/24/2023	279.93	03/23/2023	100-417-530 Communications (Internet,Cell)	323
8495	VERIZON WIRELESS	9928954500	IT	03/24/2023	51.46	03/23/2023	100-418-530 Communications (Internet,Cell)	323
8495	VERIZON WIRELESS	9928954500	Waste Water Router	03/24/2023	91.47	03/23/2023	520-810-530 Communications	323
8495	VERIZON WIRELESS	9928954500	City Hall/Facilities	03/24/2023	630.77	03/23/2023	100-417-530 Communications (Internet,Cell)	323
8495	VERIZON WIRELESS	9928954500	Waste Water	03/24/2023	373.89	03/23/2023	520-810-530 Communications	323
8495	VERIZON WIRELESS	9928954500	CAO	03/24/2023	140.03	03/23/2023	100-414-530 Communications (Internet,Cell)	323
8495	VERIZON WIRELESS	9928954500	WTP	03/24/2023	472.88	03/23/2023	510-840-530 Communications	323
8495	VERIZON WIRELESS	9928954500	Council	03/24/2023	165.78	03/23/2023	100-412-530 Communications (Internet,Cell)	323
8495	VERIZON WIRELESS	9929050238	742052267-00001 March 23 Fernley Router	03/24/2023	40.01	03/23/2023	520-810-530 Communications	323
Total 8495:					2,468.76			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2192	PS Control systems replacement hardware (failed component	03/09/2023	10,585.20		510-840-430 Service-Repair and Maintenance	323
Total 8606:					10,585.20			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	MAR 2023-1	ROTH IRA	03/10/2023	150.00	03/10/2023	100-215000 457 PAYABLE	323
8591	VOYA FINANCIAL	MAR 2023-1	DEFERRED COMPENSATION, 457	03/10/2023	3,814.00	03/10/2023	100-215000 457 PAYABLE	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8591:					3,964.00			
WALTHER LAW OFFICES								
8875	WALTHER LAW OFFICES	APR 2023	PUBLIC DEFENDER CONTRACT - APR 2023	04/01/2023	10,000.00		100-413-322 Prof Serv-Other	423
Total 8875:					10,000.00			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2303-056961	safety glasses	03/10/2023	84.87		100-480-600 GENERAL SUPPLIES/TOOLS	323
8571	WESTERN INDUSTRIAL PARTS, INC.	2303-056962	Gloves	03/10/2023	94.33		510-810-616 Supplies-Safety	323
Total 8571:					179.20			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	APR 2023	SUPPLEMENTAL INSURANCE	04/01/2023	188.14		100-218100 Western Insurance Payable	423
Total 881:					188.14			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19641617	Sensus act pak for well 9A	03/21/2023	859.74		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19644302	PS MF Blower Valve replacement	03/10/2023	838.85		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19663748	Sensus 3/4 water meter	03/10/2023	4,461.60		510-166100 Construction In Progress	323
195	WESTERN NEVADA SUPPLY CO.	19666782	PS MF replacement parts	03/08/2023	343.93		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19666782-1	PS Replacement PVC Parts	03/23/2023	4.57		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19668225	PS MF Sump replacement parts	03/09/2023	186.80		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19669651	PS MF Pipe gallery sump replacement pipe	03/15/2023	151.36		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19670689	Sensus ipearl 3/4 water meter	03/20/2023	4,461.60		510-166100 Construction In Progress	323
195	WESTERN NEVADA SUPPLY CO.	19673271	Circle drive valve installation	03/15/2023	3,530.02		510-810-430 Repairs & Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19679929	Storz fitting program	03/21/2023	2,356.41		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19682418	Sage tank drain J-vent	03/23/2023	9,176.19		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19684541	Sage tank drain cap assembly	03/24/2023	1,898.81		510-840-430 Service-Repair and Maintenance	323
195	WESTERN NEVADA SUPPLY CO.	19684809	sensus dual port mxu	03/24/2023	4,644.00		510-166100 Construction In Progress	323
195	WESTERN NEVADA SUPPLY CO.	19684812	sensus dual and single port mxu	03/24/2023	4,848.24		510-166100 Construction In Progress	323
Total 195:					37,762.12			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22120248	WWTP Annual metals sampling	02/28/2023	1,833.38	03/23/2023	520-810-423 Contract Services-ANALYTICAL	223
8709	WETLAB - WESTERN ENVIRON TESTING LAB	23030075	WWTP Fecal re-test	03/21/2023	23.52		520-810-423 Contract Services-ANALYTICAL	323
8709	WETLAB - WESTERN ENVIRON TESTING LAB	23030105	Influent and Effluent Samples	03/27/2023	370.04		520-810-423 Contract Services-ANALYTICAL	323
8709	WETLAB - WESTERN ENVIRON TESTING LAB	23030171	Monitoring Well Samples	03/27/2023	493.92		520-810-423 Contract Services-ANALYTICAL	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8709:					2,720.86			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	167858	Lands Bill Prof Services _FEB 2023	02/28/2023	2,500.00		100-413-322 Prof Serv-Other	223
Total 2454:					2,500.00			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	FEB 2023	CREDIT CARD PROCESSING FEES	02/28/2023	1,497.18	02/28/2023	520-810-609 Credit Card Fees	223
2468	XPRESS BILL PAY LLC	FEB 2023	CREDIT CARD PROCESSING FEES	02/28/2023	1,497.19	02/28/2023	510-810-609 Credit Card Fees	223
Total 2468:					2,994.37			
XYLEM WATER SOLUTIONS USA INC-DO NOT USE								
6673	XYLEM WATER SOLUTIONS USA INC-DO NOT USE	3556C65417	HWY 50 Pump Sub Cable	03/14/2023	6,020.00		520-810-430 Service-Repair and Maintenance	323
Total 6673:					6,020.00			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556C65417	HWY 50 PUMP SUB CABLE	03/14/2023	6,020.00		520-810-430 Service-Repair and Maintenance	323
Total 8939:					6,020.00			
Grand Totals:					1,292,872.66			

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
MARCH 1, 2023**

Mayor Neal E. McIntyre called the meeting to order at 05:02 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberiski, Councilman Albert Torres, Councilman Stan Lau, Councilwoman Fran McKay. Staff: Deputy City Manager Lydia Altick, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Associate Planner Shay League, City Attorney Brandi Jensen, City Treasurer Denise Lewis, City Engineer Derek Starkey, Public Works Director Dave Whalen

1.2. Public Forum

John Reichlein inquired if the city received credit for the \$8,900.00 Southwest Gas bill as a result of the Nevada Supreme Court decision of last year. Regarding contingencies, item 2.4 has a 10% contingency. He inquired how many times the contingencies are actually used and if there are any records on that.

1.3. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of the Voucher Report

2.2. (For Possible Action) Approval of Minutes

2.3. (Possible Action) Approval of Business Licenses

2.4. Possible Action to Approve the award of a contract to Artistic Fence Co., Inc. to furnish and install an automatic sliding gate at the City of Fernley's East Wastewater Treatment Facility for an amount of \$26,862 plus a 10% contingency of \$2,686.20, for a total amount not to exceed \$29,548.20.

2.5. (Possible Action) To participate in the Wal Mart Settlement Agreement in Re National Prescription Opiate Litigation MDL Number 2804, release all released claims against all released entities and agree to the Wal Mart Settlement and take all actions properly related thereto.

2.6. Possible Action to award a 2-year Land Lease agreement (2023-2024) to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno Fernley 4-H Gardening Club (Lyon County Extension office) for approximately 0.870 acres of open space property at the northwest corner of Rainbow Lane and Farm District Road

2.7. Possible Action to authorize the Special City Attorney for Water Matters (Taggart & Taggart, Ltd.) to file a lawsuit in the appropriate Nevada district court to overturn Truckee Carson Irrigation District ("TCID") Resolution No. 2023-01 (fixing the rate of assessment and levy upon the lands of the District to meet contractual obligations to the United States) approved and adopted at the meeting of the TCID Board of Directors on February 7, 2023, and to take all actions properly related thereto.

Motion: MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approved, **Moved** by Councilman Lau, **Seconded** by Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay

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

Chief Deputy Mitch Branningham, Lyon County Sheriff's Office, started by recognizing the loss of life in the recent aircrash of a medical transport plane in Stagecoach. The next incident he discussed was the response to Silverland Middle School regarding a student with a weapon. The incident was handled quickly and the school was not put in lockdown. The Department and school had a standard review of procedures for these types of incidents and found all procedures were followed. The department and school had a meeting to go over procedures to make sure they had a safety plan in place. Chief Deputy Branningham reviewed the monthly stats for February.

Councilman Albert Torres asked about the new personnel in the Sheriff's Department. Chief Deputy Branningham responded saying there are two new Sheriffs that are being assigned to Fernley; Sgt. Bill McDaniel is transferring from Dayton, and Sgt. Gabb Santos will be sworn in on March 13. After Sgt. Gabb Santos' swearing in will be introduced at the City Council meeting.

Mayor McIntyre and all councilmembers thanked the sheriff's department for a job well done. Councilwoman Felicity Zoberski asked if the City could do something for the crash victims. Deputy Branningham stated he would relay details as they become available.

North Lyon County Fire Department Chief Nichol stated on Friday, March 3, at 5:00 there will be a memorial for the flight crew at Carson Tahoe Hospital helipad. He thanked sheriff's department for all their efforts that night. He reported the stats for the month of February.

Mayor McIntyre reported he on a fire call with the Chief. He stated it was organized chaos, and the fire was out in about 5 minutes. Kudos to the Chief and crew.

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

Building Official Charity Birkel provided the monthly Building Department stats. She also reported that the Building Department did a presentation at Fernley High School.

Deputy City Manager Altick gave an update on hiring employees in 2023.

Ward 4 - Councilman Torres reported that he was able to accompany Fernley Senior Citizens Advisory Committee members Sharon Holley, Jackie LaVoie and Thomas Burrous to tour the Legislative building on both the State and Assembly sides. The plan is to have the Advisory Committee attend a tour of the State Capital. Councilman Torres stated there was an issue that department heads are not communicating with council members. One example is the City Managers' position. It has not been communicated as to when the Council Interviews will be. I want this on the record so the Mayor understands that I am not singling him out or attacking him as the new Mayor. I do believe from the decisions that are being made that there are too many people trying to influence the direction that he is going, and that I have seen, and I don't appreciate it, and it needs to be public, because we as the City of Fernley always tout ourselves as being transparent and open to the public. He continued, if he does not know what's going on because no one is communicating with Council, how will citizens know what's going on? These are very serious questions that need to be addressed. A City Council meeting open to the public is where these issues need to be addressed.

Mayor McIntyre responded to Councilman Torres in regards to communication, and will see that communications is better with the Council. He agreed that staffing is also an issue. He gave an update on the hiring of a new City Manager. He asked the Council how many qualified candidates would the City Council like to interview.

The consensus was the Council wanted the top three candidates brought forward for interviews.

3.2. State of Nevada Legislative update.

Nick Vanderpool, Flynn Guidici Government Affairs, (Zoom) gave an update on the legislature. Due to weather, it was shut down for 3 days, and resumed today, March 1, 2023. Presentations are being rescheduled for next week with Fernley's presentation taking place on March 6th. Nevada League of Cities, Executive Director Wesley Harper, submitted his letter of resignation. As of February 24, 2023, there are 1,093 bill draft requests, of which 224 bills are for the city of Fernley. Bill introductions are due March 20, 2023, and need to pass the committee by April 14, 2023.

Nick Vanderpool will work with staff to identify specific issues, compile more complex reports and will reach out to Aaron Mouritsen as needed.

4. PROCLAMATIONS BY THE MAYOR

There were none.

Mayor Neal McIntyre requested a break.

Break 6:02 PM - 6:15 PM

5. PRESENTATIONS

5.1. Presentation by Hansford Economic Consulting (HEC) LLC regarding preparation of the 2021 Water and Sewer Rate Study

Public Works Director Whalen gave a brief overview in regards to funds running in the red for the past decade. Would like to have discussions during budget meetings regarding the aging infrastructure of the water and sewer plants, priorities, and the 5 year Capital Improvement Plan. Also, consideration of the expansion of the plants due to the steady growth of the city. He informed council that staff is always looking for state and federal funding.

Kathryn Hansford, Hansford Economic Consulting (HEC) LLC, gave a slide show presentation on the 2021 water and sewer rate study.

Councilman Lau stated that the spending needs to get under control, and water rates need to be lowered. He stated there is no Capital Improvement Plan.

Councilwoman McKay stated people have ways of conserving and there are programs through the County to help those citizens. When the study was done there were very few apartments, now we have more. Our water system is old and will fall apart and will cost a lot of money to replace and we cannot take money out of the general fund to update.

Councilman Torres stated that there are other ways to increase revenue besides raising rates.

Councilman Ryan Hanan stated he would like to have a conversation about revenue streams, impact fees and connection fees. He stated the city does have ARPA Cares Act money remaining that can be spent. He would like to see updated numbers, including apartments.

Mayor McIntyre thanked Dave Whalen and Kathryn Hansford. He stated he believes the city needs to continue reserving funds as planned.

7:15 - 7:17 Councilman Albert Torres left the room

5.2. Presentation by Marty Johnson of JNA Consulting regarding the City's water and sewer bond issuances and refunded bonds; and discussion regarding the water bond ancillary fee.

City Treasurer Lewis introduced Marty Johnson of JNA Consulting.

Mr. Johnson gave a presentation regarding the City's water and sewer bond issuances and refunded bonds and the water bond ancillary fee. He explained how the bonds and repayment terms work.

6. ORDINANCES

6.1. First Reading, Introduction of Bill # 324 and ZMA22009 in support of the River Ranch Apartment Complex

Associate Planner Shay League gave first reading introduction of Bill #324 and ZMA22009 in support of the River Ranch Apartment Complex. Staff will bring forward the adoption of the bill on the March 15, 2023, Council Meeting agenda.

7. STAFF REPORTS

7.1. Discussion and possible action regarding the scope of proposed playground improvements and budget options, including increased funding or grant funding from the Land and Water Conservation Fund, for an all-abilities playground located at Green Valley Park

City Engineer Starkey presented options for the Green Valley All-Abilities playground. The project was requested during the FY2022/2023 budget hearings. Staff has worked with a designer to adjust the initial designs of the park to match the \$200,000 budget and are looking for Council's approval on the proposed design before moving forward with finishing the design, bidding, and construction of the park. There are two options for adding funding, including requesting additional funding in the FY2023/2024 budget or pursuing grant funding. There is currently a grant opportunity available for 50:50 matching funds for park and trails project through the Land and Water Conservation Grant. The deadline for applying is the end of March and if successful funding will be awarded in the Fall of 2023. The benefit to this option is that there is no impact on the city's budget since the existing \$200,000 could be leveraged as matching funds.

Councilwoman McKay stated that she thinks this is a good idea.

Councilman Lau stated costs are up and this would mean this is a million dollar park. \$700,000 has already been put into this park.

Councilwoman Zoberski liked the idea and wanted to put in for the grant and more equipment.

Councilman Torres approved but wanted to go after the grant for more equipment. The city does not have an all-abilities park for our disabled citizens and we need one.

Councilman Ryan Hanan is all for the project.

Motion: I MOVE TO APPROVE STAFF TO PROCEED WITH THE PROJECT AS PRESENTED WITH THE CURRENT BUDGETED AMOUNT OF \$200,000 AND I MOVE TO APPROVE STAFF TO PURSUE ADDITIONAL FUNDING WITH THE UPCOMING BUDGET CYCLE FOR FISCAL YEAR 23/24 AND I MOVE TO DIRECT STAFF TO PURSUE GRANT FUNDING TO INCREASE THE BUDGET FOR THE PROJECT. **Action:** Approved, **Moved by** Councilwoman McKay, **Seconded by** Councilman Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7.2. Discussion and Possible Action to approve the City of Fernley Maximum Allowed Operating Property Tax Rate to be Levied for Fiscal Year 2024 and for Submission to the Department of Taxation.

City Treasurer Lewis reported that each February the city receives their revenue projections from the state. This is the rate that is used to calculate property tax revenue the city receives. Upon request from past council, this request is being brought forward to you for council approval. The city's current tax rate for FY23 is set at .635. The maximum allowed by the State of Nevada for FY24 is .6749.

Motion: I MOVE TO APPROVE THE CITY OF FERNLEY'S MAXIMUM ALLOWED OPERATING PROPERTY RATE OF .6749 TO BE LEVIED FOR FISCAL YEAR 2024 AND FOR SUBMISSION TO THE DEPARTMENT OF TAXATION. **Action:** Approved, **Moved by** Councilman Albert Torres, **Seconded by** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible action to request a future agenda item for changes to Fernley Municipal Code Title 2, Chapter 2 relating to the City Manager. (Councilwoman McKay)

Councilwoman McKay requested this be a future agenda item because terms need to be clarified. Technically, according to NRS, we do not have to have a City Manager, so we may need to change the title, to conform to the correct NRS statute. She would like to have a complete review with suggested changes for complete clarification.

Mayor McIntyre expressed concern in regards to the posted position of City Manager.

City Attorney Jensen clarified that the City is not required to have a City Manager. In regards to the posting for the City Manager position, Bill 317 was attached to the posting so applicants would know how it is structured at the City of Fernley. The current municipal code refers to both titles; City Manager and Chief Administrative Officer. She had recommended that the title of Chief Administrative Officer be used but the Council chose to stick with the City Manager description.

Councilman Albert Torres said that according to 2.0, the correct steps to assign Active City Manager were not taken. We need clarification of exact procedures and duties.

Motion: I MOVE TO BRING TO THE COUNCIL FOR REVIEW THE ENTIRE FERNLEY MUNICIPAL CODE TITLE 2, CHAPTER 2, RELATING TO THE CITY MANAGER. **Action:** Approved, **Moved by** Councilwoman Fran McKay, **Seconded by** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

8.2. Possible action to request a future agenda item which will establish residency requirements for City Boards and Commissions. (Councilwoman McKay)

Councilwoman Fran McKay would like clarification as to residency for any board or committee member. She would like any board or committee member to be an established resident of Fernley.

Councilman Stan Lau agrees with Councilwoman Fran McKay.

City Attorney Jensen stated that NRS states that there can be no more than two 2 members serving on the Planning Commission who can live outside the city limits, but has not reviewed the Planning Commissions bylaws.

Associate Planner Shay League stated that after reviewing the Planning Commission bylaws that being a resident of Fernley is a requirement in the bylaws.

Motion: I MOVE TO BRING FORWARD PLANNING COMMISSION BYLAWS .
Action: Approved, **Moved by** Councilwoman Fran McKay, **Seconded by** Councilman Stan Lau.
Vote: Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

Motion: MOTION TO BRING FORWARD REQUIREMENTS OF RESIDENCY FOR OTHER BOARDS AND COMMISSIONS. **Action:** Approved, **Moved by** Councilwoman Fran McKay, **Seconded by** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Lau requested a future agenda item to find grants to help residents Zero Scape lawns.

Councilman Ryan Hanan requested a future agenda item to continue the discussion on decreasing the water rates.

Motion: MOTION TO EXTEND MEETING BEYOND 9PM. **Action:** Approved, **Moved by** Councilman Ryan Hanan, **Seconded by** Councilman Albert Torres.
Vote: Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

10. PUBLIC FORUM

There are none.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 9:08.

Approved by the Fernley City Council on April 5, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

Kim Swanson, City Clerk

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
MARCH 15, 2023**

Mayor Neal E. McIntyre called the meeting to order at 02:00 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Albert Torres, Councilman Ryan Hanan, Councilwoman Felicity Zoberiski, Councilwoman Fran McKay, Councilman Stan Lau. Staff: City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Attorney Brandi Jensen, Deputy City Attorney Aaron Mouritsen, Deputy City Manager Lydia Altick, Assistance to City Manager Trish Conner, City Treasurer Denise Lewis, Human Resource Manager Jacki Moxley, Administrative Specialist III April Homme. Outside legal counsel Rebecca Rough.

1.2. Public Forum

None at this time.

1.3. (For Possible Action) Approval of Agenda

Motion: MOTION TO APPROVE AGENDA WITH REMOVAL OF SCENARIO QUESTION FOUR(4) AS IT DOES NOT MEET ANY OF THE JOB DESCRIPTIONS FOR CITY MANAGER. **Action:** Approved, **Moved by** Councilman Albert Torres. **Seconded by** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

2. STAFF REPORTS

2.1. Discussion and Possible Action regarding the appointment and interview of the three candidates for potential employment for the City Manager position. Those candidates being Dawn Collins, George Zoukee, and Michael Toombs.

City Attorney Brandi Jenson informed council that HR Manager Jacki Moxley would be asking the candidates 15 questions. The first 4 questions were provided to the candidates ahead of time. Candidate Michael Toombs was not present.

The first candidate interviewed was George Zoukee then Dawn Collins.

The council asked additional questions of Dawn Collins, so George Zoukee was brought back in to answer the same questions.

At 3:16 PM Mayor Neal E. McIntyre asked for a recess. The meeting resumed at 4:00 PM

Mayor Neal E. McIntyre hereby appointed Dawn Collins as City Manager subject to negotiations.

Motion: MOVE TO AGREE WITH MAYOR NEAL E. MCINTYRE'S SELECTION FOR CITY MANAGER. **Action:** Failed, **Moved by** Councilwoman McKay, **Seconded by** Councilman Lau. **Vote:** Failed, **Summary:** Yes 2, No 3. **Yes:** Councilman Stan Lau, Councilwoman Fran McKay, **No:** Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan.

Mayor Neal McIntyre called for a recess at 4:02 PM. The meeting resumed at 4:05 PM.

3. PUBLIC FORUM

Don Maquin stated that he spoke with both candidates, and would like to know what were the plus and minus in the council's decision.

4. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Special Meeting adjourned at 4:08 AM.

Approved by the Fernley City Council on April 5, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
MARCH 15, 2023**

Mayor Neal McIntyre called the meeting to order at 05:00 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Albert Torres, Councilwoman Felicity Zoberski, Councilman Ryan Hanan, Councilman Stan Lau, Councilwoman Fran McKay. Staff: City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Human Resource Manager Jacki Moxley, City Attorney Brandi Jensen, Deputy City Attorney Aaron Mouritsen, City Engineer Derek Starkey, Assistant to City Manager Trisha Conner, City Treasurer Denise Lewis.

1.2. Public Forum

Fernley City Resident, Leroy Goodman would like an update on Miller Lane, a status report on the effort to get a fair share of consolidated tax, and a report, if any, on what the council or City did concerning the Tesla project and tax break funding.

Fernley Resident, Tammy Dittman wanted to make the council aware that with the change in the landscaping and flooding there are missing posts and fencing. The horses are on the wrong side of the fence.

Fernley City Resident, Jason Nichol thanked employees Goldie Henderson with Utilities, Ray Lowery with Public Works, and Brandi Jensen, City Attorney. He stated that the jobs these three people hold are not easy, nothing is cut and dry or black and white, but they do their absolute best to navigate the pitfalls. They are always in front of us and they do it with grace, aptitude, and represent the city well.

Fernley City Resident, Don Maquin would like to know when the next road rehabilitation is going to happen. He also wanted to know if there could be a water truck accompanying the sweepers because they were making too much dust.

Fernley City Resident, Jan Gaumont apologized for being so rude when she first moved to town. She stated the infrastructure sucks and that there is nothing here for older people. Councilwoman Felicity Zoberski helped her get the water assistance bill signed.

1.3. (For Possible Action) Approval of Agenda

Motion: MOTION TO APPROVE THE AGENDA. **Action:** Approved, **Moved by** Councilman Lau, **Seconded by** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of the Voucher Report

2.2. (For Possible Action) Approval of Minutes

2.3. (Possible Action) Approval of Business Licenses

2.4. Possible action to accept new public water, sewer, streets and storm drain infrastructure constructed by new development projects within the City of Fernley.

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

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

Fire Department Chief Jason Nichol stated that Jay Rodriguez had been appointed a member of the Fire Board. The fire service and emergency services have several bills in the process in the Legislature. One of those BBR's is BBR40-859. The intent of that BBR is to take the Bureau of Emergency Medical Services, which regulates all of our paramedic and EMT licenses and regulates the ambulance services in the state, and move it from the Department of Health into the Department of Public Safety. Approximately 80% of all the EMS (emergency medical services) providers in the state are provided through fire departments. Moving everything into one house will build efficiencies into the system that does not exist right now. The Northern Nevada Fire Chiefs Association, as well as the Nevada State Fire Chiefs Association, has come out in support of BBR40-859. Fire Chief Jason Nichol asked for a letter of support from the Council to be sent to our legislature or lobbyist asking for the passage.

Councilman Torres asked if this would put a financial burden on the fire districts. Chief Nichol explained it would not. The BBR just moves everything and all funding mechanisms from the Department of Health into the Department of Public Safety, then it would put EMS into the State Fire Marshall's office, which already runs all of the certifications and training.

Mayor Neal McIntyre stated that with the Council's approval he would get with the city staff and draft a letter for the Council's approval if they wish to do so.

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

Associate Planner League reported that the Planning Department has 1 day a month for submissions. This month they took in 4 applications: a boundary line adjustment for the Fernley Business Park; a boundary line adjustment for Panda Express next to Wells Fargo; a final subdivision map for Green Valley Ranch

phase 6, which is a 49 single family home subdivision on Ricci Lane; and an administrative review for the Grace Baptist Church tower, the intent to build a 90 foot telecommunication tower on Farm District Road.

Deputy City Manager Altick explained the city and state emergency declarations. The state will provide two types of assessments, individual and public. She wanted to let the public know if they have a claim to take lots of pictures and to get in touch with her.

Council reports:

Ward 2 - Councilwoman Zoberski commented on the flooding on Sage and thanked the Public Works department for immediate response. She also wanted to make everyone aware of the sand bag location at the Fernley Out of Town Park and that Lyon County established an emergency hotline in regards to flooding and weather concerns, and you can find that on the City of Fernley's website and Facebook page.

Ward 3 - Councilman Lau reported that there is water in the canal.

Ward 5 - Councilwoman McKay announced that Wednesday, March 22, from 4pm -9pm, the North Lyon Fire Fighters will be serving dinner at Black Bear to raise funds for Nevada Children's Cancer Foundation.

3.2. State of Nevada Legislative update.

Mayor Neal McIntyre, along with Deputy City Attorney Aaron Mouritsen, presented to the legislature on SB18 which has to do with planning commissions not having to have meetings every month if there is nothing on the agenda. They also presented to the state a report on Fernley's partnership with Mark IV and the RRC project.

4. PROCLAMATIONS BY THE MAYOR

There were none.

5. ORDINANCES

5.1. First Reading, Introduction of Bill #325 .

Bill # 325 as an ordinance amending title 16 Chapter 1 of the Fernley Municipal Code, Parking and Storage of junk vehicles.

Building Official Birkel gave the first reading of Bill #325 on ordinance amending Title 16, Chapter 1 of the Fernley Municipal Code, Parking and Storage of junk vehicles. Staff will place this on the April 5th agenda unless the council objects.

Councilwoman Zoberski asked that a section be added to the amendment in regards to antique and restored vehicles. She requested that a 12 month time period be placed for restoration of antique vehicles, but still be shielded from public view.

Building Official Charity Birkel clarified that vehicles cannot be worked on in the front yard setbacks.

Councilman Hanan asked for clarification on whether there should be an application for the 12 month exemption if there are more than 2 vehicles.

Deputy City Attorney Aaron Mouritsen suggested the Council discuss any changes they would like to see

now, so the changes can be made before the next reading. He asked for clarification before getting a motion. It would be to create another exception under Section 16.01.04, that would be an exception from the 2 vehicles for additional vehicles that are currently being worked upon for a maximum of 12 months as long as they are shielded from view.

Motion: MOTION TO APPROVE THE BILL INTRODUCTION AND DIRECT STAFF TO AMEND AND ADD THE RESTORATIVE ASPECT AS WELL AS THE ANTIQUE VEHICLE TO THE TWO CAR SHIELDED FROM VIEW.

Action: Approved, **Moved** by Councilwoman Zoberski, **Seconded** by Councilman Lau.

Vote: Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, **No:** Councilwoman McKay, Councilman Hanan.

6. PUBLIC HEARINGS

6.1. (For Possible Action) ZMA22009 River Ranch Apartments

Consideration and possible action on Bill # 324, an ordinance associated with a zoning map amendment request by ERGS, Inc., to change the zoning designation of a ±20.80-acre project site located at approximately 501 River Ranch Road (APNs: 021-281-03, 021-281-10, and portions of 021-281-04 and 021-281-09) from Industrial (I), Employment Center (EC), and General Commercial (C2) to Mixed Use (MU) to facilitate the construction of a 320-unit multi-family project.

Associate Planner Shay League gave a presentation on River Ranch Apartment amendment. She commented that from the staff's point of view, this item comes down to a policy decision by the council. This has two parts of the master plan, one that one it agrees with and one that it contradicts. If this cannot all be in compliance with the master plan exactly as it is written, then it would be a policy decision between is this part of the master plan, being the transportation plan, more important to Council and Mayor; or is the land use portion more important to Council and Mayor.

Melissa Lindel, planning representative for ERG's, Inc., gave the presentation on the site. She stated that Pioneer Crossing Casino and the storage units are existing conditions and are constraints for River Ranch Road. River Ranch Road was developed adjacent to these properties with a 50ft right-of-way. There is currently a curb, gutter and sidewalk on the Pioneer Crossing Casino side and no curb, gutter or sidewalk on the storage unit side. The storage unit buildings abut River Ranch Road and are really close to the right-of-way and if the right-of-way was extended in that area, the properties would be damaged and there would have to be some kind of eminent domain action with damages because it would render these buildings inoperable. The Planning Commission recognized the constraints and determined by virtue of approving the modified conditions that our solution for the 290ft constrained area is in substantial compliance with the master plan. The Planning Commission asked if they could help mitigate the existing flooding on the corner and ERG's said yes and it was included in the revised modified conditions which they accepted and are relying on.

Fernley city resident, Don Maquin, agrees the city needs more housing but is concerned about traffic, schooling and busing.

Larry Rossborough, General Manager of Pioneer Crossing Casino, stated he was in support of the project.

Kelly Flodman, co-owner of 3C Storage, stated that she is very familiar with the property and the use of a

sidewalk on the 280 feet seems a moot point. A crosswalk would direct the foot traffic to the west retail side and not to Highway 50.

Councilwoman McKay stated that she thinks it is a great plan.

Councilwoman Zoberski asked for clarification on which conditions of approval were recommended by the Planning Commission, which ones were recommended by the Staff and where we are at with the conditions of approval. She stated that she has concerns about the crosswalk due to the hill. Associate Planner, League, explained what was approved for the conditional use permit by the Planning Commission.

Melissa Lindel clarified that they will have a curb and gutter down River Ranch from the storage units to HWY 50, but no sidewalk.

Greg Peak, President of ERGS Properties, stated the conditions of approval of condition 39 Paragraph 2, clearly state curb and gutter.

Motion: MOVE TO APPROVE THE ZONING MAP AMENDMENT ASSOCIATED WITH ZMA22009, BASED ON FINDINGS Z1 TO Z3, AND THE FACTS SUPPORTING THOSE FINDINGS AS SET FORTH IN THE STAFF REPORT.

Action: Approved, **Moved** by Councilwoman McKay, **Seconded** by Councilman Lau.

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

Mayor Neal McIntyre called for a break: 6:19 to 6:38

7. STAFF REPORTS

7.1. Discussion and Possible Action to approve the City Attorney, Brandi Jensen's past year's employment performance, and the City Council and Mayor's satisfaction with the City Attorney's employment performance including but not limited to:

- a. City Attorney Contract Compliance**
- b. General Performance as the City Attorney**
- c. Compensation**

HR Manager, Jacki Moxley, explained the statutory evaluation for Brandi Jensen, City Attorney. The annual evaluation date is March 15, 2023, the anniversary date is March 22, 2023, and notice of open meeting law was given on February 9, 2023. Scores are averaged by the scores given by the Mayor and Council. Ms. Jensen received exceeding expectations with an overall score of 51.58.

City Attorney Brandi Jensen thanked the council for her evaluation statements and comments. She is capped out at the top of the range for compensation. She asked the council to consider taking her 3% and split it between the two legal secretaries.

Councilman Torres questioned if this would cause an issue for other employees as they go into union negotiations. He was also concerned about the amount of money spent on conflict attorneys.

HR Manager Jacki Moxley stated for consistency that there are other employees that are at cap.

Councilwoman McKay asked about giving a bonus instead of a raise.

Councilwoman Zoberski asked why we deal with raises or anything monetary during evaluations and not during the budget cycle. City Treasurer, Denise Lewis, explained that the COLA is done on July 1st and the merit increase is done the anniversary date.

Motion: MOVE TO APPROVE THE CITY ATTORNEY, BRANDI JENSEN'S EVALUATION.
Action: Approved, **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Hanan.
Vote: Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Motion: MOVE TO APPROVE TAKING THE AMOUNT EQUAL TO THE INCREASE FOR THE CITY ATTORNEY AND DIVIDE IT IN TWO AND GIVE EACH OF THE GIRLS A BONUS INSTEAD OF A PAY RAISE SO THAT HOPEFULLY IT WILL CURTAIL SOME POSSIBLE CONFLICTS WITH THE OTHER FOLKS.
Action: Approved. **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 4, No 1 **Yes:** Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, Councilman Hanan, **No:** Councilman Torres

7.2. Discussion and Possible Action to approve moving forward with local, state and federal grant funding requests and to commit \$4M in City funds for the construction of the Community Response & Resource Center project.

Assistant to City Manager, Trisha Conner, reported the Community Response & Resource Center (CRRC) project is moving along. On February 15, 2023, council approved the design documents and they expect the construction documents to be completed in June 2023. The construction documents will be submitted to the City of Fernley for initial plan review in June 2023. The GMP will begin from June 2023 through November 2023. The expected date to receive the building permits is in the fall and the GMP will be presented to City Council in November 2023. The Youth Services estimate is \$18,286,205; the #A Early Learning Center estimate is \$3,604,829; and the #B Gymnasium estimate is \$8,643,953. The total construction cost of the project is \$30,534,987. The City has set aside \$12 million in ARPA funding, \$1 million from the transient lodging tax fund, and \$300,000 from the County (ARPA funds) thus far and has obligated \$2,916,902 for the development of the project. The total project funding gap is \$20,151,889. A grant application was submitted to the State CDBG program in the amount of \$750,000. for construction costs of the Community Response & Resource Center. If the project is allocated funding, staff will bring back the funding agreement to the Council for approval. Staff is looking for more funding opportunities through Community Project Funding and Congressional Directed Spending. Some of these federal funds do ask for 15% match of the total project costs.

City Treasurer, Denise Lewis, stated that there may be a funding gap for Phases 1 and 2, so for good faith and to meet any matching requirements, staff asks City Council to commit up to \$4M more in funding for the CRRC. She presented different options and asked for City Council support.

Councilman Hanan expressed concern about spending money and borrowing money from outside sources.

He did state that he would be in favor of borrowing money that we have and repaying it back with the same interest structure as if it were a bank loan.

Councilman Lau stated that he agrees with Councilman Hanan as long it is not from the streets fund.

Mayor McIntyre clarified that this project is not just for kids. This place is in case of a catastrophe for the citizens of Fernley. This is a resource center. We have to show we have skin in the game and put some money towards this.

Councilman Torres clarified that he does not want to use funds from ARPA which is marked for water, road funds and no loans. He is not opposed to borrowing from other funds that were listed in the options in the Agenda report.

Motion: MOTION TO APPROVE AND DIRECT STAFF TO MOVE FORWARD WITH LOCAL, STATE AND FEDERAL GRAND FUNDING REQUESTS AND COMMIT \$4MILLION IN CITY FUNDS FOR THE CONSTRUCTION OF THE COMMUNITY RESPONSE & RESOURCE CENTER PROJECT WITHOUT USING ARPA FUNDS THAT ARE MARKED FOR WATER, ROAD FUNDS, AND NO LOANS, AND SEE IF WE CAN MAKE OUR GOAL WITHOUT TAKING THOSE FUNDS OUT OF THOSE PROJECTS. **Action:** Approved, **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7.3. Discussion and Possible Action to approve a Memorandum of Understanding (MOU) between the City of Fernley and Mark IV concerning the RAISE Grant Administration.

Deputy City Manager Lydia Altick summarized the steps that need to be taken and the current phase of the Memorandum of Understanding between the City and Mark IV Capital that was approved by City Council on February 21, 2021, for the specific purpose of seeking grand funding for Nevada Pacific Parkway. On September 6, 2022, The City of Fernley received RAISE Grant award letter from the U.S. Department of Transportation for the Victory Project. The RAISE Grant funding is for \$25,000,000, with an estimated total Victory Project cost of \$52,410,060. The Victory Project will complete the planning, environmental studies, engineering design and construction for the Victory Project, which will complete the remaining 3,100 feet of Nevada Pacific Parkway from I-80 to Highway 50. Specifically, the Victory Project will fund the Nevada Pacific Parkway roadway and bridge component, including a new switch off the Union Pacific mainline railroad (Segment 1a) and the segment of lead rail from the new switch to the point of connection of the first switch (Segment 1b) of three that will create a "rail switching yard". Once a grant agreement is in place, a future binging agreement will be negotiated with Mark IV Capital with very clear terms and conditions addressing grant guidelines, and with provision in place for reimbursement.

Councilman Torres stated that he would like to see a project calendar with start dates and steps of completion brought to the Council by-weekly until completed.

Motion: MOVE TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FERNLEY AND MARK IV CAPITAL FOR THE SPECIFIC PURPOSE OF WORKING COLLABORATIVELY TO SECURE THE FUNDING OFFERED BY THE AWARD OF THE RAISE GRANT FOR THE VICTORY PROJECT. **Action:** Approved, **Moved**

by: Councilman Torres, **Seconded by:** Councilwoman McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7.4. Discussion and possible action regarding the design and construction of improvements for the surface water conveyance project and surface water treatment projects at the City's water treatment plant and the ratification of the current change orders for the surface water conveyance project.

City Engineer Derek Starkey gave a presentation regarding the surface water conveyance project and summarized the progress and costs of the project to date and gave the total amount of change orders that the project incurred so far during construction. He also discussed the next steps the City will need to take to be able to treat and serve surface water. During construction, several changes occurred which changed the cost to deliver the project. The largest changes in cost, \$261,103.00 are attributed to new or additional requirements from the USBR that impacted construction schedule and methods. This included additional time for sheet pile installation to accommodate additional inspection, special inspections during sheet pile installation, modification to the outtake structure and purchase of sheet piles, and additional metering at the outtake structure. Others were due to the field conditions that differed from the approved plans and required extra work or design modifications to complete the work. The largest field change, \$169,480.00, was due to a conflict between the existing electrical conduits for the plant and the new conveyance pipeline. The existing conduit pipes were concrete encased, which was not shown on record drawings for the plant. The new pipeline had to be relocated and additional time and labor was needed to work around the existing electrical lines and concrete encasement. He went into the explanation of the next phase of completion.

Motion: MOVE TO RATIFY THE CURRENT CHANGE ORDERS 1-12 IN THE AMOUNT NOT TO EXCEED \$522,041.81 FOR THE SURFACE WATER CONVEYANCE PROJECT. **Action:** Approved, **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Torres. **Vote:** Passed, **Summary:** Yes 5, **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible action to request a future agenda item to direct staff to find grants to help Fernley residents Zeroscape property. (Councilman Lau)

Councilman Lau would like to see staff find relief grants for residents to Zeroscape property.

Mayor McIntyre stated that he will take the Zeroscape project on, and come back with information.

Councilwoman Zoberski stated that there are several on-line services with rebate programs for zeroscaping lawns.

Councilman Hanan would like to have different programs on our website.

8.2. Possible action to request a future agenda item to continue the discussion on decreasing the water rates. (Councilman Hanan)

Councilman Hanan would like to direct staff to start looking at doing different multiplier equations for how

we calculate our water rates. For example, we have some ARPA funds remaining if we applied some of those ARPA funds to some of the infrastructure projects that are listed in our equation to create that rate, how would that change the rate. Would like to create an impact fee and how impact fees would impact the calculation to determine water rates. He stated apartments were not included in the equations and would like to figure out what the calculation is for apartments and calculating those. Would also like to see a report for what our projection is and what our actual is for last year and previous year.

Mayor McIntyre state that he would sit down with Councilman Hanan and put it all together to do a presentation.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Torres would like an update on the efficiency report to see where we are at.

Councilman Lau would like to have a stop sign at Jennys & Rappaport.

Councilman Hanan would ask PW if there are any other streets with stop sign concerns, that they incorporate them all at one time.

10. PUBLIC FORUM

Fernley City Resident, James Robertson, commended the Council, City Attorney Brandi Jensen and the Planning Commission for the job they are doing.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:14.

Approved by the Fernley City Council on April 5, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal McIntyre

Kim Swanson, City Clerk

Report Criteria:

License.Status = "Active"

Business.Origination date = 3/9/2023-03/29/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
SRT Construction & Home Improve	Shawn & Renee Thur	950 Venturacci Lane	Fallon	NV	89406	775-217-6316	Contractor	Carpentry Contractor #072143,
Quality Telecom Consultants Inc	Daren Duncan	4175 Cincinnati Avenue	Rocklin	CA	95765	916-315-0500	Contractor	Gen Engineering/Telecom Con
DHIR - Reno, LLC	DHIR - Reno, LLC	1667 Picetti Way	Fernley	NV	89408	775-835-3630	Residential Dwelling Rent	Single Family Residential Rent
Country Center LLC	Bunthin Chheth	41-95 W. Main St.	Fernley	NV	89408	775-800-9000	Property Rentals	Commercial property rental
YZ Cleaning	Young Ho Yoon	1940 Horse Prairie Rd	Reno	NV	89521	301-910-2743	Cleaning Services	Cleaning properties profession
Interstate Oil Co	Brent Andrews	50 Lillard Dr	Sparks	NV	89434	775-359-1586	Wholesale and/or Retail	Wholesale distributor
Schaffer Solutions	Robert Schaffer	691 Raptor Way	Fernley	NV	89408	571-420-3703	Handyman	Handyman
Riverside Cleaning Services	Geaninne Rivera	1305 Mountain Rose Dr.	Fernley	NV	89408	775-835-5381	Cleaning Services	Cleaning services/janitorial
Nay Excavating	Charles Nay	10205 Silver Knolls Blvd	Reno	NV	89508	775-722-0989	Contractor	Excavation Contractor #54651
Yard Work by M.E.	Melissa M. Ely	513 5th St.	Wadsworth	NV	89424	775-433-3075	Lawn Care & Tree Servic	Yard maintenance
Angel Burns	Angel Burns	398 Sierra St.	Fernley	NV	89408	530-249-9342	Hobby/Crafter, Sewing, J	Crafter: earrings, key chains, g
Jax Construction and Consulting LL	Tauni Domina	17 Sharp Spring Ct	Sparks	NV	89436	775-721-8280	Contractor	General Contractor #89214
Aspen Electric	Shawn O'Meara	8755 Technology Way Suite	Reno	NV	89521	775-870-1064	Contractor	Electrical Contractor #82118
Driven Off-Road LLC	Jeremy Porter	886 Cottonwood Ln	Fernley	NV	89408	775-217-3839	Automotive Sales/Parts/S	General light automotive repair
R N K Services	Kennith Cooper/Roni	940 Mesa Dr. Apt A	Fernley	NV	89408	775-688-9449	Cleaning Services	Exterior pressure washing and
SRT Construction and Home Impro	Shawn & Renee Thur	950 Venturacci Ln	Fallon	NV	89406	775-217-6316	Contractor	Carpentry Maintenance & Mino
DAKDT, Inc.	Joshua & Reno Rees	360 Freeport Blvd. #4	Sparks	NV	89432	775-828-2900	Lawn Care & Tree Servic	Lawn, tree & shrub care servic
Patriot Precision	Christopher Gonzale	2125 Fort Bridger Rd.	Fernley	NV	89408	775-400-3038	Firearms Sales, Services	FFL, manufacturing & selling fir
Kandles by Karlee	Karlee-Lynn R. Pearl	734 Canary Circle	Fernley	NV	89408	775-770-4396	Hobby/Crafter, Sewing, J	Crafter
Regen Providers LLC	Lloyd Decker	415 Hwy 95A Bldg E Ste 503	Fernley	NV	89408	775-575-9922	Medical Office or Service	Medical & Chiropractic Clinic
Wonderlust Nevada LLC	Afroza Kashar	1647 Canal Dr.	Fernley	NV	89408	954-319-4618	Wholesale and/or Retail	E-Commerce
Wayne L. Moeller	Wayne L. Moeller	1053 Scott Drive	Fernley	NV	89408	775-410-5035	Hobby/Crafter, Sewing, J	Crafter: Metal Art
Grand Totals:								
22								

Report Criteria:

License.Status = "Active"

Business.Origination date = 3/9/2023-03/29/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-422

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to approve a contract with Lumos & Associates for engineering design and construction services for the installation of a new flashing beacon for the crosswalk at the intersection of Farm District Road and Jasmine Lane.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for engineering design and construction services for the installation of a new flashing beacon for the crosswalk at the intersection of Farm District Road and Jasmine Lane.

RECOMMENDED MOTION:

"I move to approve the contract with Lumos & Associates in the amount not to exceed \$39,000 for engineering design and construction services for the installation of a new flashing beacon on Farm District Road and Jasmine Lane."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to award and leave the crossing at Farm District Road and Jasmine Lane in its current configuration.

BACKGROUND:**PROJECT SUMMARY:**

The contract would allow the Engineering Department to utilize the services of Lumos and Associates to install a flashing beacon at Farm District Road and Jasmine. This will provide a safer crosswalk location with advanced warning to drivers.

BACKGROUND:

In May 2021, NDOT installed Phase 3 of Farm District Road multi-use path under NDOT contract No. 3847. The second phase was funded with a grant from the NDOT through their Transportation Alternatives Program. The multi-use path currently stops on the south side of Farm District Road and crosses at Jasmine Lane. The crossing is currently signed with pedestrian crossing signs only. A flashing beacon would provide more warning to drivers that pedestrians may be crossing the road ahead. Staff will direct Lumos to design for a hardwired flashing beacon that would operate off of NVEnergy electricity but is also including an option for a solar powered beacon in case issues arise with extending power to the site of the beacon.

The contract is for engineering services to design the improvements and obtain permitting approvals from the NDOT and NVEnergy to install the beacon. The contract will also cover inspection and testing services during construction.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625

FINANCIAL IMPLICATIONS:

The funding for this was approved for the current Fiscal Year 2022/2023. The funding is part of the General Fund. The total funding for this project is \$100,000.

ATTACHMENTS:

1. 2023.04.05 Professional Contract - Lumos
2. LA22.866_SR 828 Flashing Solar Light Evaluation and Upgrade

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 5th day of April, 2023, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Lumos & Associates, a Consultant, whose address is 9222 Prototype Drive. Reno, NV 89521 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work with Fee Schedule. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
2. **Attachment B:** N/A
3. **Attachment C:** N/A
4. **Attachment D:** N/A

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in

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performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to

CONTRACT

A Contract For Design Professional Services

reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1.0 to 4.0) \$ 39,000

Subtotal OPTIONAL Professional Services: (Task X.X) \$ 0

Total NTE Amount (Including OPTIONAL Services) \$39,000

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

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

If to Contractor: Contractor
Address
City State

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal

CONTRACT

A Contract For Design Professional Services

funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

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

CONTRACT

A Contract For Design Professional Services

- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party

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A Contract For Design Professional Services

may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

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

CONTRACT

A Contract For Design Professional Services

body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

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

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group

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

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

COT

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

City of Fernley

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A Contract For Design Professional Services

595 Silver Lace Blvd

Fernley, NV 89408

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

COF

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

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

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

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- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

CONTRACT

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

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

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

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

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

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of

CONTRACT

A Contract For Design Professional Services

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

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

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

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

20. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency,

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A Contract For Design Professional Services

legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

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

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

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

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

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A Contract For Design Professional Services

- 25. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 26. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 27. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 28. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 29. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 30. NON-DISCRIMINATION:** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation,

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A Contract For Design Professional Services

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

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CONTRACT

A Contract For Design Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract For Design Professional Services

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

On this _____ day of _____, in the year 20__, before me, _____ / Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____



March 2, 2023

Kari Weitzel, Admin Specialist III
City of Fernley-Engineering Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

Attachment A – Scope of Work
SR 828 Flashing Solar Light Evaluation and Upgrade

Dear Kari:

Lumos & Associates, Inc. is pleased to provide you with this scope of work for design and construction services for the SR 828 Flashing Solar Light Evaluation and Upgrade Project.

Project Understanding

The proposed project will include an evaluation of existing signage and recommendations related to the installation of new flashing beacons on Farm District Road at the intersection of Jasmine Lane to provide additional safety features at the crosswalk installed as part of NDOT Contract No. 3847.

The anticipated schedule is to bid the project in the mid to late June 2023 timeframe to allow appropriate time for material procurement and completion of construction prior to end of 2023.

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

Project Scope

Task 1 – SR 828 Flashing Solar Light Evaluation and Upgrade Design and Bidding Services

Provide design and bidding services as follows:

Task 1A – ENGR Design Services

Task 1.A.1 - Investigate Existing Conditions:

Evaluation of existing signage on Farm District Road at the intersection of Jasmine Lane.
Evaluation shall include:

- Evaluation of each sign for compliance with current MUTCD, NDOT, and FHWA requirement including, but not limited to:
 - Sign height, style, retroreflectivity, and condition
 - Signpost condition, location, and spacing
 - GPS location of each sign location for future integration into City of Fernley's GIS database

Task 1.A.2 - Design Services –Preliminary Design and Bid Documents

- Technical Memorandum, AUTOCAD drawings and GIS shapefiles of the proposed flashing beacon improvements. Electronic copies to be provided.
- Electrical design services provided by PK Electrical will included in this task. Electrical design services will include details for connection to existing electrical facilities to provide independent power to each of the two (2) proposed RFFB's.
 - Deliverables
 - Preliminary (30%): Technical Memorandum and PDF map of preliminary findings and recommendations. Engineer's opinion of probable cost.
 - 90%: PDF of project plans, contract documents, and engineer's opinion of probable cost.
 - Issued for Bid (IFB): PDF of project plans, contract documents, and engineer's opinion of probable cost. IFB Contract Documents in Microsoft Word Format. IFB ENGR Opinion of Probable Cost in Excel format. (1) bound hard copy of 11"x17" project plans and contract documents.
- Preparation of bid documents utilizing current EJCDC templates as provided by the City.
- Evaluate modifications to standard technical specifications and bid item clarifications.
- As Built and AutoCAD/GIS Shapefiles shall be submitted to the City at project close-out.

Task 1B - Bidding Services

- Prepare Bid advertisement.
- Answer questions during the bidding process; prepare, track, and send addendum(s) as needed.
- Prepare Pre-bid meeting agenda. Attend and conduct pre-bid meeting if needed.
- Issue and track distribution of project plans and specifications.
- Attend Bid Opening and conduct if needed.
- Review submitted bids for accuracy. Prepare Recommendation of Award to the City of Fernley.
- Scan all bids received and opened during the bid-opening process and provide an electronic copy (pdf) of all scanned bids to the City.
- Return all original bids received and opened during the bid-opening process to the City.

Task 2 – NDOT Coordination and Permitting

Under this task, Lumos will prepare and submit plans depicting improvements in NDOT RoW to obtain NDOT Encroachment Permit(s) as required and complete the desk audit process (if required). Lumos will prepare all associated documentation required to be submitted at the time of application: color-coded RoW plan set, complete/signed/sealed drainage form (or assist City with draft Request for Waiver letter, thereof, as required), runoff control plan, and tech specs/special provisions, as required.

Lumos will assist City with preparation and submittal of Temporary Encroachment Permit applications, as required by City.

Lumos will respond to comments and revise and resubmit plans as needed to obtain Encroachment permit.

Lumos will assist the City in preparing NDOT design deviation request letter(s), as requested by City.

Lumos will provide and assist the City with submitting, as required, final documentation required under Permit(s), Consent Doc(s), Letter(s) of Approval, including but not limited to: Close-Out Packet and As-builts, to be stamped/sealed by a Professional ENGR licensed in the state of NV, in responsible charge of design.

Task 3 – SR 828 Flashing Solar Light Evaluation and Upgrade Construction Services

Provide construction services as follows:

Task 3A - 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
- Preparation of traffic control plans by an ATSSA certified Traffic Control Supervisor (TCS) for submittal of NDOT Temporary Encroachment Permit Applications (if required)
- Review and stamp contractor's submittals for conformance to the contract documents
- Review and provide recommendations on contractor's construction schedule and work progress
- Provide weekly schedule maps in PDF format to the City.
- 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 activities
- Respond to contractor requests for information (RFI). Responses will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable. PK Electrical will provide construction administrative support to respond to electrical related RFI's.
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Assist in change order review and approval. Change Orders will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Provide final inspection reports, project photos and videos in electronic format (.pdf)

Task 3B - Construction Inspection

The following staffing shall be provided during construction:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one part time inspector, four (4) hour workdays for 15 shifts of construction. We anticipate a total of 60 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).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Capture photos and videos during construction activities to be provided to the City
- Assist in preparation of the Punch List

Task 4: Project Contingency (OPTIONAL)

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. If Lumos determines 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 this task shall proceed only with the City Project Manager's written authorization prior to start of Work.

Fee Summary

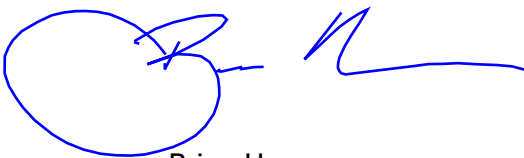
The tasks described in the Scope of Work will be completed for the following fees:
(See Attachment B – Fee Schedule for additional information):

Task	Description	Fee
Task 1	SR 828 Flashing Beacon Upgrade Design and Bidding Services	
	1A-1 - Investigate Existing Conditions	\$500
	1A-2 - Preliminary Design & Bid Documents	\$12,000
	1B - Bidding Services	\$3,400
Task 2	NDOT Coordination & Permitting	\$3,600
Task 3	SR 828 Flashing Beacon Construction Services	
	3A - Construction Administration	\$6,800
	3B - Construction Inspection	\$10,200
Task 4	Project Contingency (OPTIONAL)	\$2,500
	Total:	\$39,000

Tasks 1 through 4 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this scope of work as necessary. If this scope of work 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 scope of work.

Thank you again for allowing Lumos & Associates to provide you with this scope of work. Please do not hesitate to contact myself or Alex Greenblat at (775) 827-6111 if you have questions.

Sincerely,



Brian Harer
Senior Project Manager
Construction Division



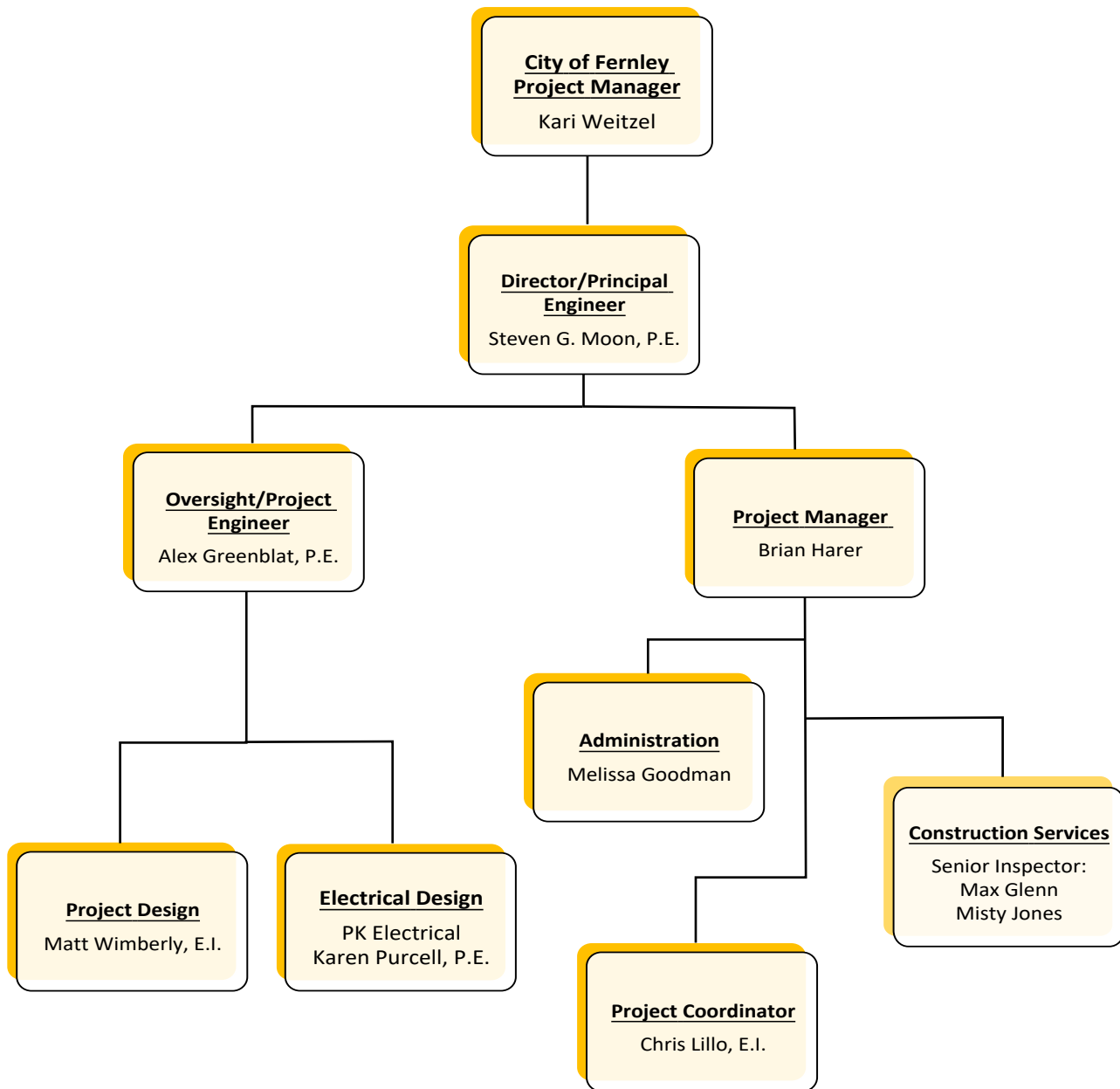
Alex Greenblat, P.E.
Senior Project Manager
Engineering Division

ATTACHMENT B-1 - FEE SCHEDULE



CITY OF FERNLEY										LA22.866		
SR 828 Flashing Solar Light Evaluation and Upgrade Project										3/2/2023		
BUDGET ESTIMATE												
FEE		\$265	\$220	\$220	\$170	\$130	\$140	\$90		REIMBURSABLE EXPENSES	TOTAL (ROUNDED)	
ROLE		QA/QC	DESIGN / PM	DESIGN/ OVERSIGHT	PROJECT COORDINATOR	CONSTRUCTION TECH III	SENIOR INSPECTOR	SUPPORT/ CLERICAL	SUBCONSULTANT EXPENSES			
TASK		S. MOON	B.HARER	A. GREENBLAT	C. LILLO	M. WIMBERLY	M. GLENN	M. GOODMAN	PK ELECTRICAL			
1 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: Design & Bidding Services												
1A - ENGR Design Services												
1A-1 - Investigate Existing Conditions												
Sub Total Hrs.			2								TASK 1A-1	2
Sub Total \$			\$440									\$500
1A-2 -Design Services												
Sub Total Hrs.		2		4		32					TASK 1A-2	38
Sub Total \$		\$530		\$880		\$4,160			\$6,400			\$12,000
1B - Bidding Services												
Sub Total Hrs.			8					2			TASK 1B	10
Sub Total \$			\$1,760					\$180		\$1,500		\$3,400
TASK 1 SUB-TOTAL HOURS		2	10	4	-	32	-	2	-	-	TOTAL	50
TASK 1 SUB-TOTAL FEE		\$ 530	\$ 2,200	\$ 880	\$ -	\$ 4,160	\$ -	\$ 180	\$ 6,400	\$ 1,500	(ROUNDED)	\$ 15,900
2 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: NDOT Coordination & Permitting												
2 - NDOT Coordination & Permitting												
Sub Total Hrs.			2	2	16						TASK 2	20
Sub Total \$			\$440	\$440	\$2,720							\$3,600
TASK 2 SUB-TOTAL HOURS		-	2	2	16	-	-	-	-	-	TOTAL	20
TASK 2 SUB-TOTAL FEE		\$ -	\$ 440	\$ 440	\$ 2,720	\$ -	\$ -	\$ -	\$ -	\$ -	(ROUNDED)	\$ 3,600
3 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: Construction Services												
3A - Construction Administration												
Sub Total Hrs.			16	4				8			TASK 3A	28
Sub Total \$			\$3,520	\$880				\$720	\$1,700			\$6,800
3B - Construction Inspection												
Sub Total Hrs.			8				60				TASK 3B	68
Sub Total \$			\$1,760				\$8,400					\$10,200
TASK 3 SUB-TOTAL HOURS		-	24	4	-	-	60	8	-	-	TOTAL	96
TASK 3 SUB-TOTAL FEE		\$ -	\$ 5,280	\$ 880	\$ -	\$ -	\$ 8,400	\$ 720	\$ 1,700	\$ -	(ROUNDED)	\$ 17,000
4 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: Project Contingency (OPTIONAL)												
TASK 4 SUB-TOTAL FEE											TOTAL	\$ 2,500
PROJECT TOTAL HOURS		2	34	8	-	32	60	10	-	-	TOTAL	146
PROJECT TOTAL FEE		\$ 530	\$ 7,480	\$ 1,760	\$ -	\$ 4,160	\$ 8,400	\$ 900	\$ 8,100	\$ 1,500	(ROUNDED)	\$ 39,000

ATTACHMENT C SCHEDULE OF SERVICES										
ID	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter		
					Apr	May	Jun	Jul	Aug	Sep
1	Project Kick-Off	1 day	Mon 4/10/23	Mon 4/10/23						
2	Complete Field Evaluations	1 day	Fri 4/14/23	Fri 4/14/23						
3	Submit 30% Plans & Technical Memo to City	2 wks	Mon 4/17/23	Fri 4/28/23						
4	City Review Comments / Review Meeting (2 Weeks)	1 wk	Mon 5/1/23	Fri 5/5/23						
5	Submit 90% Plans and Specifications to City	1 wk	Mon 5/8/23	Fri 5/12/23						
6	City Review Comments	1 wk	Mon 5/15/23	Fri 5/19/23						
7	Submit Final Plans and Specifications to City	1 wk	Mon 5/22/23	Fri 5/26/23						
8	City Review Comments	1 wk	Mon 5/29/23	Fri 6/2/23						
9	Advertise for Bids	3.2 wks	Wed 6/7/23	Wed 6/28/23						
10	Pre-Bid Conference	1 day	Fri 6/16/23	Fri 6/16/23						
11	Open Bids	1 day	Wed 6/28/23	Wed 6/28/23						
12	City Council Award	1 day	Wed 7/19/23	Wed 7/19/23						
13	Pre-Construction Conference	1 day	Fri 7/28/23	Fri 7/28/23						
14	Material Procurement Notice to Proceed	1 day	Fri 7/28/23	Fri 7/28/23						
15	Material Procurement (Estimated)	8 wks	Fri 7/28/23	Thu 9/21/23						
16	Construction Notice to Proceed	1 day	Mon 9/25/23	Mon 9/25/23						
17	Construction	4 wks	Mon 9/25/23	Fri 10/20/23						
Project: SR 828 FLASHING SOLAR LIGHT EVALUATION & UPGRADE PROJECT Date: 3/2/2023					Task		Inactive Task		Manual Summary Rollup	
					Split		Inactive Milestone		Manual Summary	
					Milestone		Inactive Summary		Start-only	
					Summary		Manual Task		Finish-only	
					Project Summary		Duration-only		External Tasks	
									External Milestone	
									Deadline	
									Progress	
									Manual Progress	
Page 1										





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

220-480-810

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve a ratification of the Change Order for the contract for environmental consulting services with Resource Concepts, Inc. for the Community Response & Resource Center in the amount of \$5,000 for an amended total of \$30,000.

AGENDA ITEM BRIEF:

On October 5, 2023, City Council approved a contract with Resource Concepts, Inc. for an amount not to exceed \$25,000 for environmental consulting services for the Community Response & Resource Center project. This contract did not include a cultural resource report. Staff is requesting a change order in the amount of \$5,000, for a new total of \$30,000 to cover the costs of the project cultural resource report.

RECOMMENDED MOTION:

"I motion to approve the change order for the contract between the City of Fernley and Resource Concepts, Inc. for environmental consulting services for the Community Response & Resource Center in the amount of \$5,000 for a new total of \$30,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may ask for more information.

BACKGROUND:

On October 5, 2023, City Council approved a contract with Resource Concepts, Inc. in the amount not to exceed \$25,000 for environmental consulting services for the Community Response & Resource Center project. The project environmental assessment is required because the funding sources of the project are federal grants. The original contract for a not-to-exceed amount of \$25,000 does not include the cost to conduct a cultural resource inventory in the amount of \$5,000. Resource Concepts Inc. has been working on the Environmental Assessment for the Community Response & Resource Center project since October 2023. Upon the consultation with the State Historic Preservation Office, it was determined a cultural resource inventory is needed to complete the project environmental assessment. Staff is asking council to approve the change order in the amount of an additional \$5,000 to complete the cultural resource inventory.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

2 CFR Part 200, Section 601 and 602 of the Social Security Act

FINANCIAL IMPLICATIONS:

The City of Fernley must comply with the Department of Treasury 2 CFR Part 200 and Sections 601 and 602 of the Social Security Act. ARPA funds may be used to cover eligible costs incurred during the period that begins March 3, 2021, and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Any funds not expended by December 31, 2026 to cover such obligation must be returned.

ATTACHMENTS:

1. signed RCI contract enviro consulting

CONTRACT

A Contract For Environmental Consulting Professional Services

THIS CONTRACT is made and entered into this 5th day of October, 2022, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Resource Concepts Inc, a consulting firm, whose address is 340 N. Minnesota Street, Carson City, NV 89703-4152 ("Consultant").

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

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

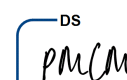
WHEREAS the City desires to retain the services of Consultant on the terms and conditions set forth in this Contract;

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

1. **CONTRACT NUMBER:** CRRC ER - 1
2. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.
3. **CONSULTANT'S SERVICES:**
 - a. **Description of Services.**
 - i. **Attachments:**
 1. **Attachment A:** Scope of Work. Consultant hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
 2. **Attachment B:** Fee Schedule
 3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

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 Contractor's Initial

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 CoF Representative

CONTRACT

A Contract For Environmental Consulting Professional Services

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

4. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

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

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 Contractor's Initial

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CONTRACT

A Contract For Environmental Consulting Professional Services

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

Subtotal Professional Services: (Tasks 1 to 11) \$25,000.00

Subtotal OPTIONAL Professional Svcs:(Task-Cultural Inv.) \$ 5,000.00

Total NTE Amount (Including OPTIONAL Services) \$30,000.00

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

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

If to Consultant: Consultant
 Address
 City State

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CONTRACT

A Contract For Environmental Consulting Professional Services

6. INSPECTION & AUDIT:

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

7. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contract under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Consultant the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Consultant with ten (10)

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Contractor's Initial

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CONTRACT

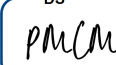
A Contract For Environmental Consulting Professional Services

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

- c. **Termination for Non-Appropriation.** Consultant acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
 - i. If Consultant fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Consultant provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Consultant shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Consultant: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

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CONTRACT

A Contract For Environmental Consulting Professional Services

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

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A Contract For Environmental Consulting Professional Services

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

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A Contract For Environmental Consulting Professional Services

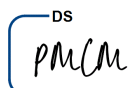
negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are not based upon or arising out of the professional services of the Consultant.

13. INDEPENDENT CONTRACTOR: Consultant is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Consultant is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Consultant or any other party. Consultant shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Consultant or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Consultant shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Consultant nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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A Contract For Environmental Consulting Professional Services



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

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

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



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

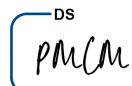
CONTRACT

A Contract For Environmental Consulting Professional Services

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

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 CoF Representative

CONTRACT

A Contract For Environmental Consulting Professional Services

endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

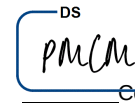
- iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
- iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Consultant. Neither approval by the City nor failure to disapprove the insurance furnished by Consultant shall relieve Consultant of Consultant's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Consultant or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Consultant will mail all required insurance documents to the City at the address identified in section 4 of this Contract.
- e. **Failure to Maintain Required Coverages.** If Consultant fails to carry the required insurance, the City may: (i) order Consultant to stop further performance of the Contract, and declare Consultant in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Consultant or charge the replacement insurance costs back to Consultant.

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

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

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A Contract For Environmental Consulting Professional Services

- 17. SEVERABILITY:** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
- 18. ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Consultant shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.
- 19. PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Consultant (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Consultant upon completion, termination, or cancellation of this Contract. Consultant shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.
- 20. PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents received from Consultant may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Consultant may label specific parts of an individual document as a "trade secret" or "confidential," provided that Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 21. FEDERAL FUNDING:** In the event federal funds are used for payment of all or part of this Contract:
- a. Consultant certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and

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 CoF Representative

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A Contract For Environmental Consulting Professional Services

Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

- b. Consultant and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Consultant and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

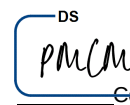
22. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any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

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

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

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 Contractor's Initial

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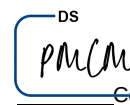
CONTRACT

A Contract For Environmental Consulting Professional Services

- 25. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 26. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms in the terms hereof and Contractor's terms and conditions, the terms of this Agreement shall control and govern."
- 27. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 28. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

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 Contractor's Initial

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CONTRACT

A Contract For Environmental Consulting Professional Services

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

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Contractor's Initial

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CoF Representative

CONTRACT

A Contract For Environmental Consulting Professional Services

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

CITY OF FERNLEY

DocuSigned by:

Roy Edgington

11/1/2022

Mayor, City of Fernley

Date

DocuSigned by:

Kimberly Swanson

10/27/2022

City Clerk, City of Fernley

Date

Approved as to form:

DocuSigned by:

Brandi Jensen

11/2/2022

City Attorney, City of Fernley

Date

Originating Department:

DocuSigned by:

Patrick Marsh, City Manager

10/27/2022

Department Head

Date

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CoF Representative

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A Contract For Environmental Consulting Professional Services

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

CONSULTANT

BY: Jeremy Drew, EI

TITLE: Principal, Project Manager/Senior Resource Specialist

FIRM: Resource Concepts Inc.

BUSINESS LICENSE #:

Address: 340 N. Minnesota Street

City: Carson City State: NV Zip Code: 89703

Telephone: 775-883-1600 Fax #:

E-mail Address: jeremy@rci-nv.com

DocuSigned by:

Jeremy Drew, Principal Resource Specialist

(Signature of Consultant)

DATED this _____ day of 10/27/2022, 20__.

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CoF Representative

Attachment A: Scope of Work

A Contract for Environmental Consulting Services

Introduction

The City of Fernley is seeking proposals from qualified firms to serve as the City's technical team for the preparation of a legally defensible environmental review for the Community Response & Resource Center project. This project is being supported, in whole or in part, by the Coronavirus State and Local Fiscal Recovery Funds awarded to City of Fernley. The project location is in Fernley, NV 89408, generally located as follows: bound by East Main Street (north), Lois Lane (east), Peppertree Lane (south), and a modular home community (west), APN 021-103-56. The property is owned by the City of Fernley and the project will be the construction of a public facility approximately 56,000sf inclusive of the community center, gymnasium meeting rooms, kitchen, youth center, early learning center, and the complimentary spaces. The City of Fernley intends to apply for Community Development Block Grant program funds to fund this project. The project will require completion of environmental reviews and associated technical documents.

The project site is located just south of the Fernley Depot property, which has been determined to be a national and state historical property due to the historic transportation and architectural significance from the period of 1914-1955.

Scope of Services

Environmental Services contract will encompass all project-related environmental services to the City of Fernley, including but not limited to the following:

- Review the project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statement. If it is determined that an Environmental Impact Statement is required, RCI will coordinate with the City to amend the current scope of work and cost estimate.
- Prepare, complete, and submit HUD required forms for environmental review and provide all documentation to support environmental findings.
- Prepare a written record of compliance with all applicable environmental requirements.
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance.
- Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. If additional surveys or special studies are required, a separate scope of work and contract will be prepared. These may include but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, etc.
- Prepare all responses to comments received during the comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period.
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required.
- Maintain close coordination with City staff and project partners to assure appropriate level of environmental review is performed and no work is conducted without authorization. Participate in regularly scheduled progress meetings.

Attachment B: Fee Schedule

A Contract for Environmental Consulting Services



Environmental Consulting Services for the Community Response & Resource Center Project

Proposal to Provide

The cost of services under the assignment will be accomplished on a "Time and Materials" basis, as determined by the RCI Fee Schedule on page 20-21 of this proposal to provide Environmental Consulting Services for the Community Response & Resource Center project to the City of Fernley for a fee not to exceed \$25,000.



2022 FEE SCHEDULE

	Billing Rate (\$)
ENVIRONMENTAL SERVICES	
Principal Environmental Specialist	200.00
Principal Environmental Specialist—Advisory	175.00
Environmental Project Manager	175.00
Certified Environmental Manager	170.00
Senior Environmental Specialist II	150.00
Senior Environmental Specialist I	140.00
Environmental Specialist II	120.00
Environmental Specialist I	110.00
Environmental Technician II ^{1/4}	100.00
Environmental Technician I ^{1/4}	90.00
Environmental Intern ^{1/4}	75.00
PLANNING SERVICES	
Certified Planner	120.00
Staff Planner	105.00
MAPPING SERVICES (CAD & GIS)	
Mapping Specialist II	105.00
Mapping Specialist I	100.00
Mapping Analyst	90.00
Mapping Technician II	80.00
Mapping Technician I	70.00
NATURAL RESOURCE SERVICES*	
Principal Resource Specialist	195.00
Resource Project Manager	170.00
Senior Resource Specialist II	145.00
Senior Resource Specialist I	135.00
Resource Specialist II	115.00
Resource Specialist I	100.00
Resource Technician II ^{1/4}	95.00
Resource Technician I ^{1/4}	85.00
Resource Intern ^{1/4}	70.00
*Manager & Resource Specialist disciplines include: Biologist, Botanist, Fluvial Geomorphologist, Geologist, NEPA Specialist, Policy Specialist and Facilitator, Wildlife Biologist and Wetland Specialist	
RANGE SERVICES	
Principal Range Specialist	175.00
Principal Range Specialist—Advisory	140.00
Range Project Manager	140.00
Senior Range Specialist II	125.00
Senior Range Specialist I	115.00
Range Conservationist II	100.00
Range Conservationist I	90.00
Range Technician II ^{1/4}	80.00
Range Technician I ^{1/4}	70.00
Range Intern I ^{1/4}	65.00
^{1/4} Overtime & Saturdays	1.5x regular hourly rate
Sunday & Holidays	2x regular hourly rate

Terms of Payment: Invoices are due upon presentation and are paid due thirty (30) days from invoice date. Past due accounts are subject to one and one-half percent (1 1/2%) service charge per month, or the maximum allowed by law. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. Time and expenses incurred (including any attorney's fees and collection costs) will be added to the total amount due. RCI accepts credit card payments, subject to a 4% processing fee added to the total by the credit card processor.

This confidential information is intended only for the use of **City of Fernley Proposal** and is valid for the attached proposal for professional services dated **September 24, 2022**. This information should not be distributed without the written authorization of RCI.

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

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

LAKE TAHOE
276 Kingsbury Grade, Ste. 206, Stateline, NV
PO Box 11796, Zephyr Cove, NV 89448-3796
(775) 588-7500 • fax: (775) 588-6333

Attachment B: Fee Schedule
A Contract for Environmental Consulting Services

Proposal to Provide

Environmental Consulting Services for the Community Response & Resource Center Project



2022 FEE SCHEDULE

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

Terms of Payment: Invoices are due upon presentation and are past due thirty (30) days from invoice date. Past due accounts are subject to one and one-half percent (1½%) service charge per month, or the maximum allowed by law. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. Time and expenses incurred (including any attorney's fees and collection costs) will be added to the total amount due. RCI accepts credit card payments, subject to a 4% processing fee added to the total by the credit card processor.

This confidential information is intended only for the use of **City of Gardnerville** and is valid for the attached proposal for professional services dated **September 24, 2022**. This information should not be distributed without the written authorization of RCI.

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

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 PO Box 11796, Zephyr Cove, NV 89448-3796
 (775) 588-7500 • fax: (775) 588-6333

Attachment C: Schedule of Services

1. Hold Kick Off Meeting
 - a. Establish communication framework, points of contacts and to exchange available data.
2. Initial Project Review
 - a. Review of available baseline data and mapping; query appropriate databases.
 - b. Complete field reconnaissance
 - c. Develop detailed project description, including design features to minimize impacts
3. NEPA Evaluation
 - a. Develop detailed project description, identify significance of potential impacts, and determine appropriate level of NEPA documentation.
4. Prepare Environmental Packet
 - a. Send packet to local, state and federal agencies and Tribes for review and consultation.
 - b. 30-day review period
5. Review Agency Response
 - a. Incorporate comments as appropriate into project description to address agency concerns.
 - b. Complete additional resource surveys if necessary.
6. Complete Environmental Assessment Form
 - a. A draft of the EA Form will be submitted to the City for review and comment prior to final Form being submitted to CDBG.
7. Draft Finding of No Significant Impacts (FONSI)
8. Publish FONSI and Notice of Intent to Request for Release of Funds in local newspaper
 - a. 15-day review period
9. Review and respond to public comments
10. Submit newspaper notification, affidavit of publication, local comments on the project to the RROF/Certification Form to CDBG Staff to complete the project
11. RCI will maintain an Environmental Review Record through project completion.

Attachment D: Project Team
A Contract for Environmental Consulting Services

Below is a list of management and staff personnel that would be available to provide services on this project.

Natural Resources & Environmental Compliance			
Jeremiah Drew	Principal Resource Specialist	18	BS, Civil Engineering BS, Env. Resource Sciences
JoAnne Michael, CPESC, QSP/QSD	Environmental Project Manager	20	MS, Environmental Science BA, Biology & Env. Studies
Jill Sutherland, PE	Senior Civil Engineer Environmental Specialist	32	MS, Env. Engineering BS, Civil Engineering
Lynn Zonge, PG, CPESC	Senior Resource Specialist	25	MS, Hydrology BS, Geology
Erin Smith	Environmental Specialist	8	MS, Animal & Rangeland Science (In Progress) BS, Ecohydrology, AA, Associates
Alison Cramer	Environmental Specialist	5	MS, Geological Engineering BS, Hydrogeology
Subsconsultant - Great Basin Consulting Group, LLC			
Michael Drews, BA	Principal	30	BA, Anthropology

**Attachment E. CLFRF Award Terms and Conditions
A Contract for Environmental Consulting Services**

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds:
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance: The period of performance for this award begins on the date hereof and ends on _____. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on _____, and ends on _____.
3. Reporting: Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records:
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs: Pre-award costs, as defined in 2 C.F.R. §200.458, may not be paid with funding from this award.
6. Administrative Costs: Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing: Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest: Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318(e) and that such conflict of interest

policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations:

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award including, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM) 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 1 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 21.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21
 - viii. Uniform relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000D *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VII of the Civil Rights Act of 1963 (42 U.S.C. §§3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination act of 1975, as amended (42 U.S.C. §§ 6101 *et. Seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in progress or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 *et. seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 AND 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. §4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contact (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contact or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court of grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Sierra Keathley-Dunn

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

100-425-325

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

(For Possible Action): Approve panel of substitute Municipal Judges.

AGENDA ITEM BRIEF:

1. NRS 5.023 requires the governing body of the City of Fernley to select a number of people it determines appropriate to comprise a panel of substitute Municipal Court Judges.
2. On November 17, 2021, the City Council consented to the mayor's appointment of a panel of Judges Pro Tem. This list is now outdated and requires an update.

RECOMMENDED MOTION:

"I move to approve the panel of Judges Pro Tem for the Fernley Municipal Court."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

In accordance with Nevada Revised Statute 5.023, the governing body of the City shall select a number of persons it determines appropriate to comprise a panel of substitute Municipal Court Judges.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

Senior Judge/Judge Pro Tem has been budgeted in the Municipal Court's budget.

ATTACHMENTS:

1. Panel of Substitute Municipal Judges April 19, 2023



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council
REPORT FROM: Sierra Keathley-Dunn, Court Administrator
REVIEWED BY: Lori Matheus, Senior Municipal Court Judge
REVIEWED BY: Brandi Jensen, City Attorney
REVIEWED BY: Denise Lewis, Director of Finance

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

100-425-325

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

AGENDA ITEM: Staff Report (For Possible Action): Approve panel of substitute Municipal Judges.

Agenda Item Brief:

1. NRS 5.023 requires governing body of the City of Fernley to select a number of people it determines appropriate to comprise a panel of substitute Municipal Court Judges.
2. On November 17, 2021, the City Council consented to the mayor's appointment of a panel of Judges Pro Tem. This list is now outdated and requires an update.

Recommended Motion:

"I move to approve the panel of Judges Pro Tem for the Fernley Municipal Court."

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.

BACKGROUND:

In accordance with Nevada Revised Statute 5.023, the governing body of the city, shall select a number of persons it determines appropriate to comprise a panel of substitute Municipal Court Judges.

The proposed panel is as follows:

1. Any Municipal Court Judge appointed to Yerington Municipal Court.
2. Cheri Emm-Smith, Esq Bar #3055.
3. Brent Kolvet, Esq Bar #1597.
4. Stephen Bishop, Esq Bar #9761
5. Derek Dreiling, Esq Bar #5935

Compensation for Judge Pro Tem was established by the City Council in accordance with NRS 5.023 November 17, 2021. The rate was established at \$49.50 per hour.

The current compensation rate of Senior Judge/Judge Pro Tem is \$49.50 per hour, with a minimum of 4 hours plus mileage and reimbursement for accommodations.

FINANCIAL IMPLICATIONS:

Senior Judge/Judge Pro Tem has been budgeted in the Municipal Court's budget.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Thomas Lukas, Deputy City Treasurer

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM: (For Possible Action):

Presentation and discussion regarding the City's quarterly financials.

AGENDA ITEM BRIEF:

Quarterly financials for December 31, 2022 (50% through the fiscal year)

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:

NA

BACKGROUND:

BACKGROUND:

Quarterly financial information is required to be provided to the department of taxation, posted on the City's website and posted in a newspaper of general circulation on/before the following dates in 2023:

Feb 15 for December

May 15 for March

August 14 for June

November 14 for September

The quarterly economic survey has been submitted to the Department of Taxation and information posted as required for the period ending December 31, 2022.

General

Neither depreciation nor shared cost allocations have been recorded; these costs are recorded at year end.

Shared Costs

Finance

IT

Facilities

Vector

Debt Service

ATTACHEMENT:

Quarterly financial Presentation for 12/31/2022

RELEVANT LAWS, STATUTES, AND REGULATIONS:

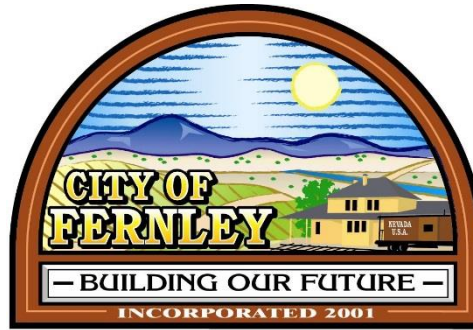
NA

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

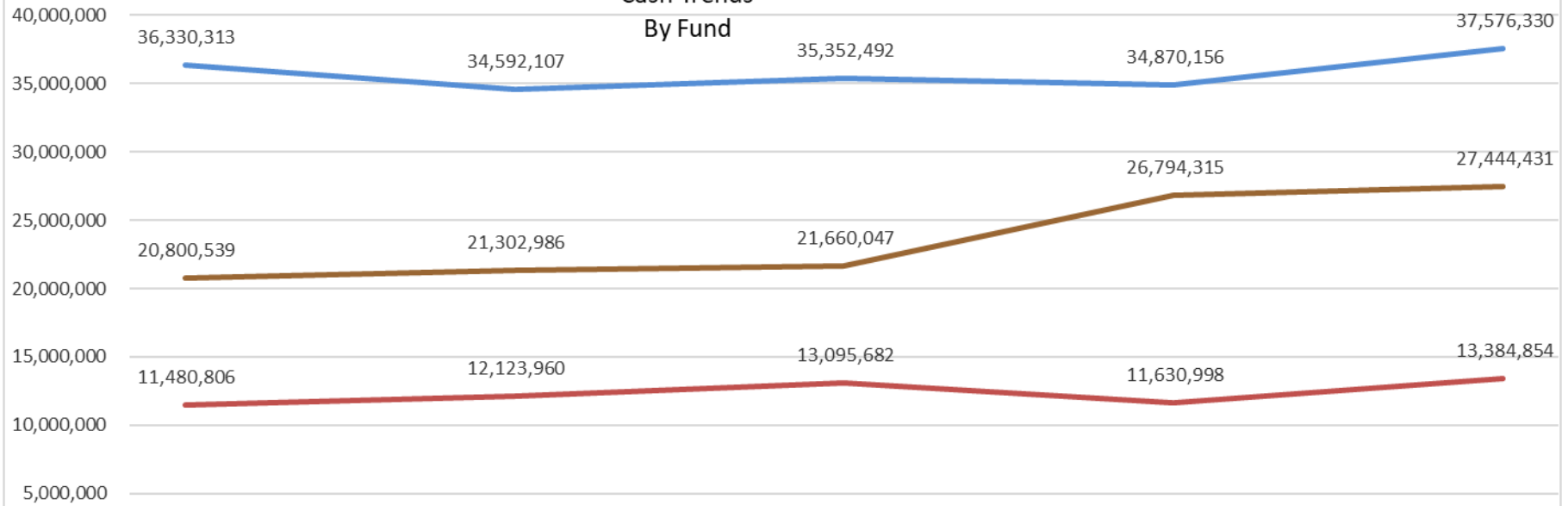
1. Quarterly Financial Presentation 12.31.22



CITY OF FERNLEY

Quarterly Financial Presentation
December 31, 2022 (Unaudited)

City of Fernley
Cash Trends
By Fund



	Dec-21	Mar-22	Jun-22	Sep-22	Dec-22	
General Fund	11,480,806	12,123,960	13,095,682	11,630,998	13,384,854	
Water	36,330,313	34,592,107	35,352,492	34,870,156	37,576,330	
Sewer	20,800,539	21,302,986	21,660,047	26,794,315	27,444,431	

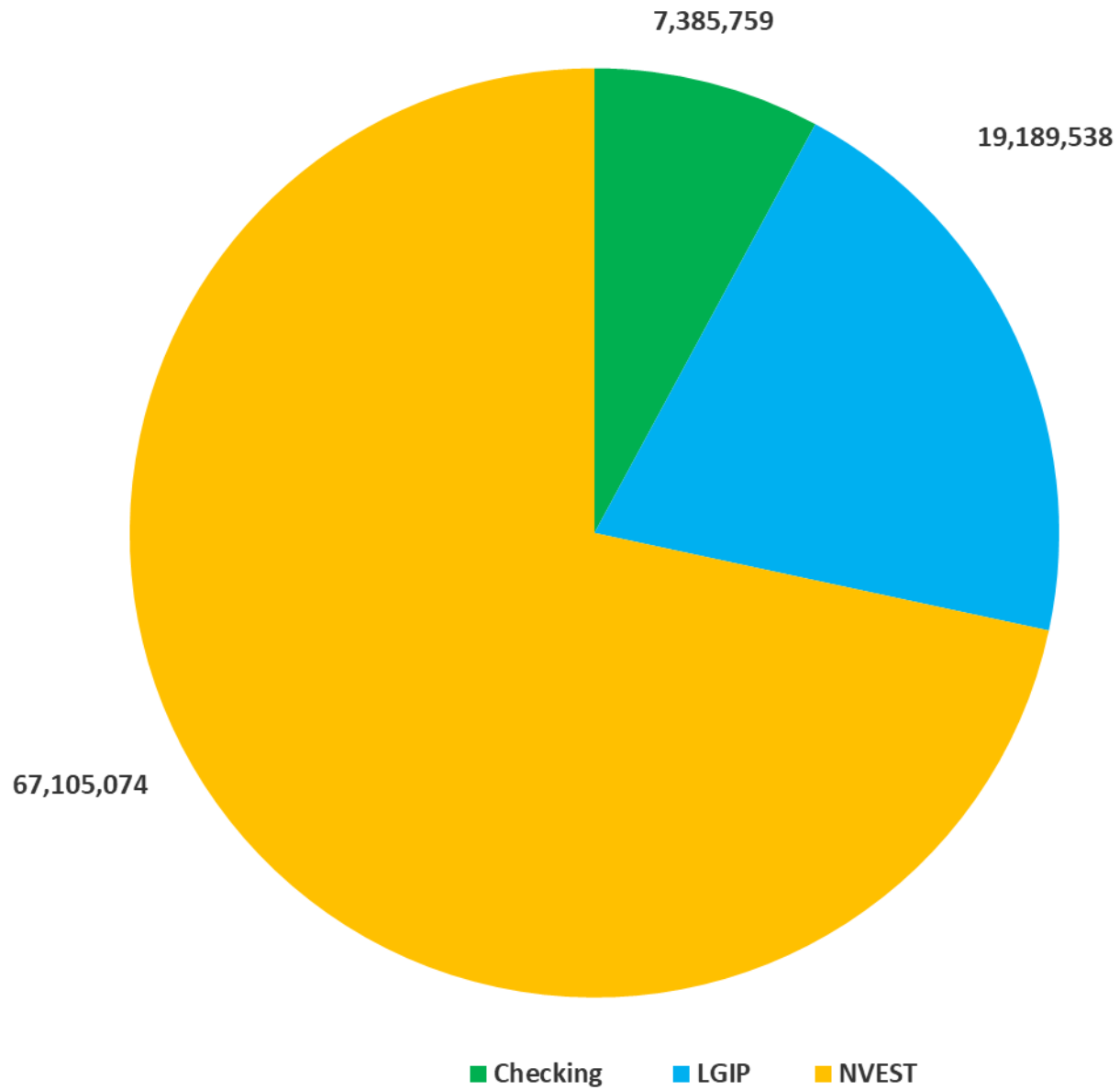
General Fund Water Sewer

Balances as of 12.31.22

Checking	7,385,759
LGIP	19,189,538
NVEST	67,105,074
	<u>93,680,371</u>

equals total cash of all governmental and enterprise funds combined

Cash Balances by Depository



Budget vs Actual by Fund

December 31, 2022

	Current Year Budget 2022/23	Current Year Actual 12/31/2022	Variance	Variance %
<u>General Fund</u>				
Revenues	\$ 9,369,986	\$ 5,371,239	\$ (3,998,747)	57.32%
RTC Revenues	4,578,000	59,315	(4,518,685)	1.30%
Expenditures	14,686,504	4,557,792	10,128,712	31.03%
RTC Expenditures	4,578,000	59,315	4,518,685	1.30%
Excess (deficiency)	<u>(5,316,518)</u>	<u>813,447</u>	<u>6,129,965</u>	

*Note

A negative variance for revenues means revenues either haven't been collected to date or revenues are below budget

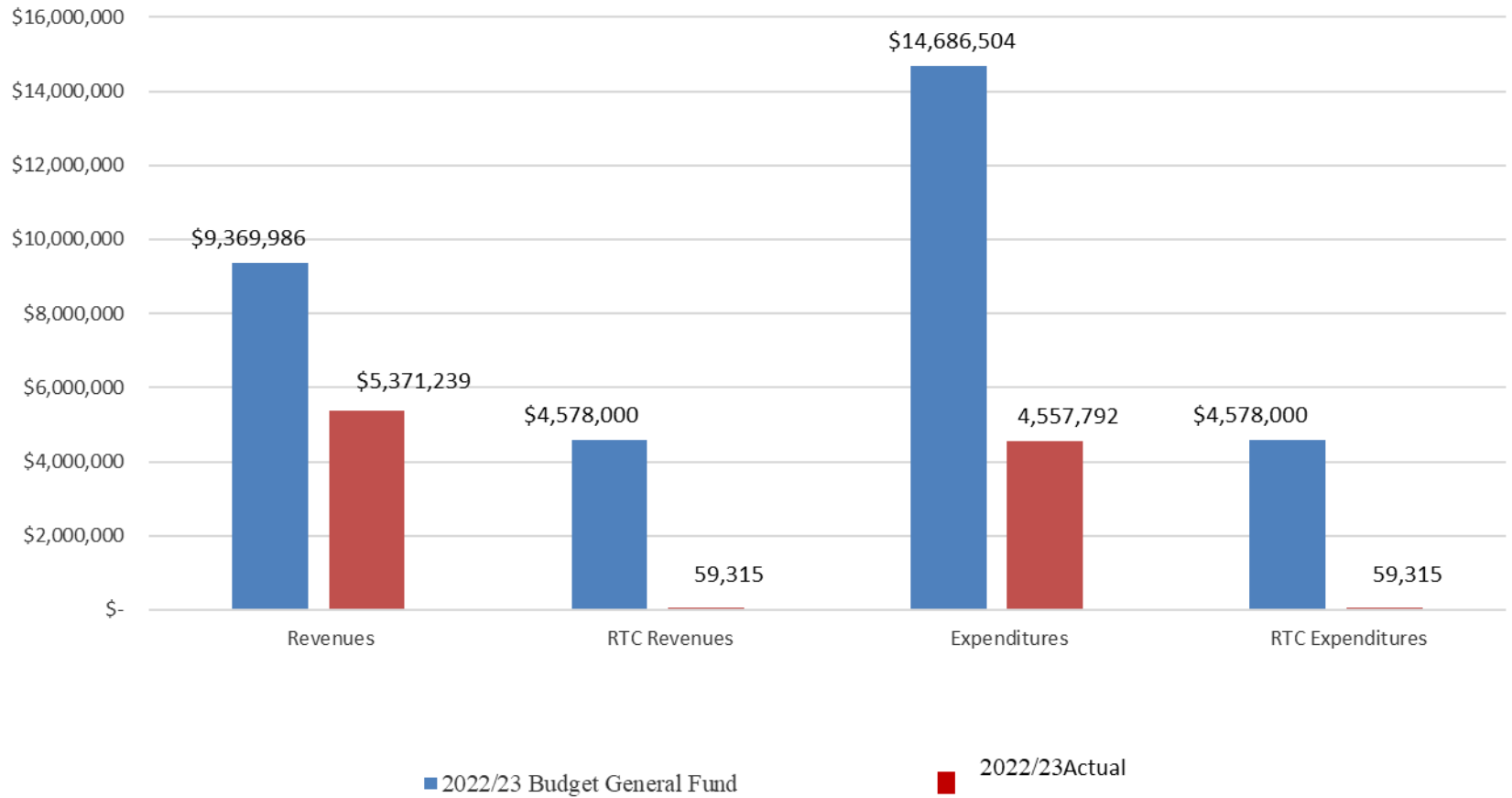
A negative variance for expenses/expenditures means expenses/expenditures are over budget

Variance Percentages Revenues - means we have recorded or received this percentage of revenue to date

Variance Percentages Expenses/Expenditures - means we have used resources or spent this percentage to date

These are preliminary numbers, unaudited and prior to year end adjustments

General Fund
Budget vs Actual @12/31/2022



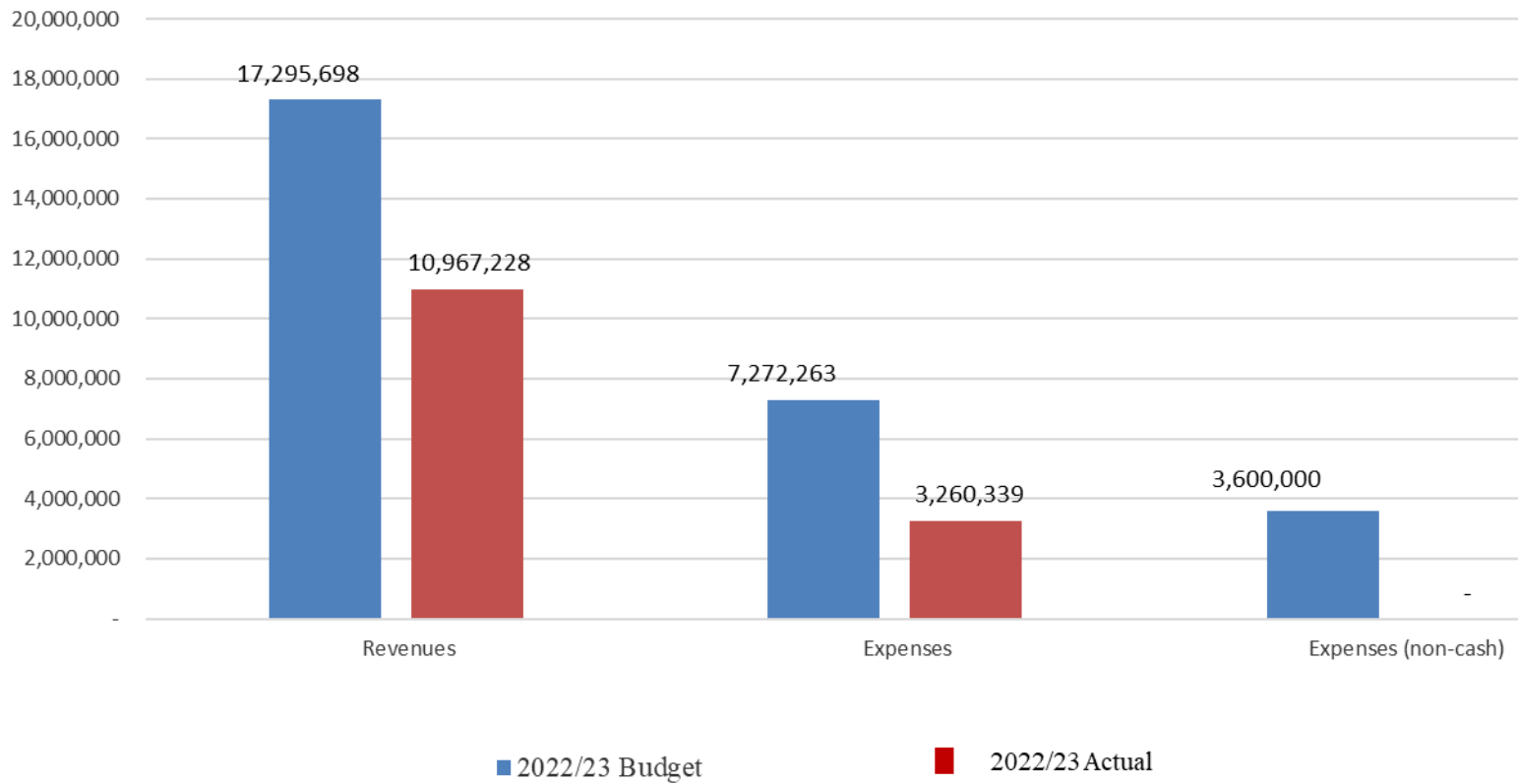
City of Fernley
Budget vs Actual
December 31, 2022

	2022/23	2022/23	2022/23	
	Current year	Current year	Current year	
	Budget	Actual	Remaining Budget	
GENERAL FUND				
Taxes	4,153,950	2,435,171	(1,718,779)	
Licenses and Permits	4,008,452	1,995,402	(2,013,050)	
Intergovernmental Revenue	5,493,989	472,550	(5,021,439)	
Charges for Services	16,500	24,076	7,576	
Fines and Forfeitures	201,600	48,688	(152,912)	
Miscellaneous Revenue	73,495	454,667	381,172	
Sale of Assets	-	-	-	
Total Revenue	13,947,986	5,430,554	(8,517,432)	
Mayor/City Council	152,456	95,166	57,290	
Office of City Manager	769,950	285,426	484,524	
Office of City Attorney	669,641	320,035	349,606	
*Finance	652,754	141,478	511,276	
Office of City Clerk	352,602	167,496	185,106	
*Facilities and General Exp	449,480	428,719	20,761	
*Information Technology	176,920	182,047	(5,127)	
Municipal Court	557,882	312,902	244,980	
Streets and Storm Drains	10,859,493	651,074	10,208,419	
Fleet	138,702	85,829	52,873	
Animal Control	104,242	48,542	55,700	
*Vector Control	83,354	45,728	37,626	
Engineering	674,988	379,222	295,766	
**Parks	2,162,175	953,703	1,208,472	
Cemetery	132,000	7,424	124,576	
Building Services	551,122	334,976	216,146	
Planning/Community Develop	776,743	177,339	599,404	
*Debt Service		-	-	
Total Expenditures	19,264,504	4,617,107	14,647,397	
Net Revenues over/(under) Expenditures	(5,316,518)	813,447	6,129,965	
*Note these departments/functions included shared costs that are not recorded until year end				
**Please note that RCT Fund and Parks and Facilities Fund transactions are a part of general fund activities.				

City of Fernley Water Fund
Budget vs Actual
December 31, 2022

	2022/23 Current year Budget	2022/23 Current year Actual	2022/23 Current year Remaining Budget
WATER ENTERPRISE FUND			
Operating Revenue	11,219,450	5,700,214	(5,519,236)
Non-Operating Revenue	4,355,248	4,505,963	150,715
Other Financing Sources	-	-	-
Capital Contributions	1,721,000	761,052	(959,948)
Total Revenues	17,295,698	10,967,228	(6,328,470)
 WD Non-Operating Expense	 1,584,913	 791,562	 793,351
WD Operating Expense	7,568,022	1,685,575	5,882,447
WTP Operating Expenses	1,719,328	783,202	936,126
Total Expenses	10,872,263	3,260,339	7,611,924
 Increase (Decrease) Net Position	 6,423,435	 7,706,889	 1,283,454

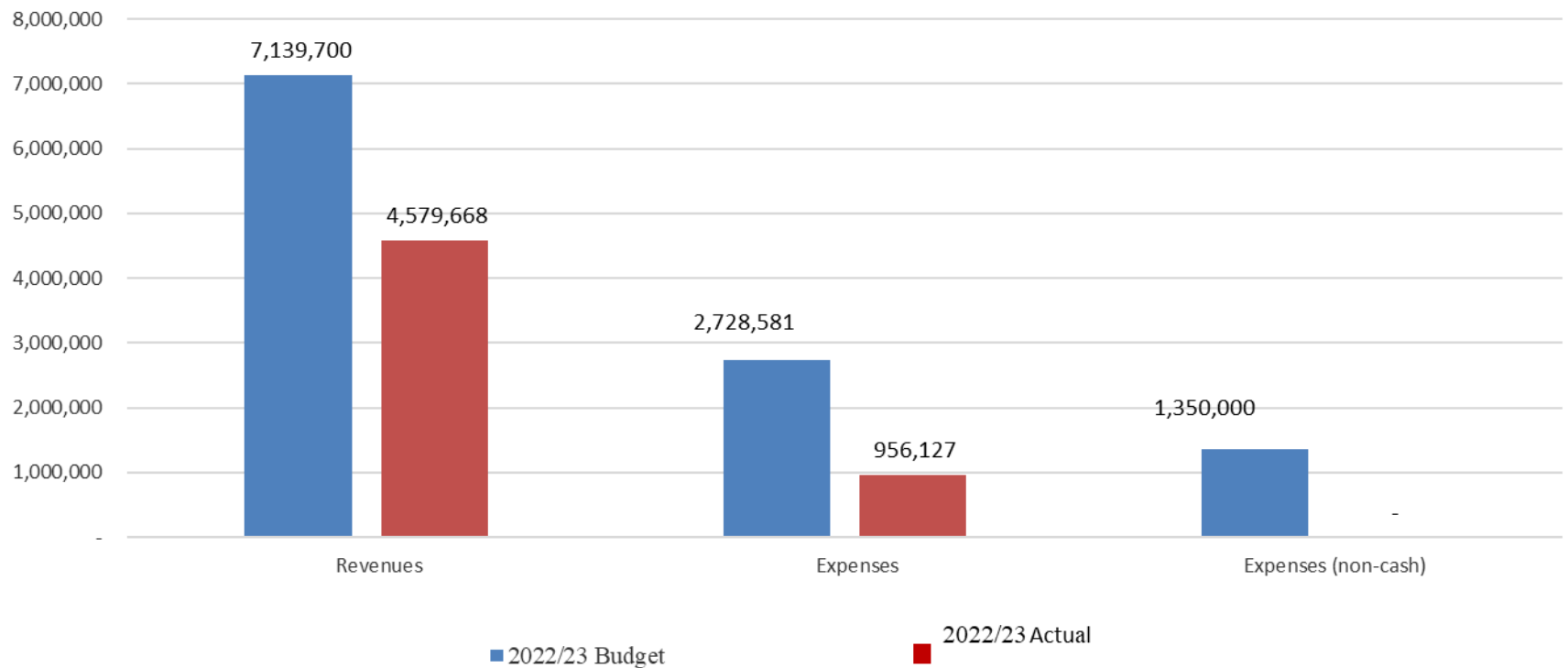
Water
Budget vs Actual @ 12/31/2022



City of Fernley Sewer Fund
Budget vs Actual
December 31, 2022

	2022/23 Current year Budget	2022/23 Current year Actual	2022/23 Current year Remaining Budget
SEWER ENTERPRISE FUND			
Operating Revenue	4,932,000	2,523,191	(2,408,809)
Non-Operating Revenue	78,000	58,782	(19,218)
Other Financing Sources	1,000,000	973,882	(26,118)
Capital Contributions	1,129,700	1,023,813	(105,887)
Total Revenues	7,139,700	4,579,668	(2,560,032)
Non-Operating Expenses	148,340	74,607	73,733
Operating Expenses	3,930,241	881,519	3,048,722
Total Expenses	4,078,581	956,126	3,122,455
Increase (Decrease) Net Position	3,061,119	3,623,541	562,422

Sewer
Budget vs Actual @ 12/31/2022



PROJECT MANAGEMENT

Construction in Progress

- GOVERNMENT FUNDS
- WATER FUND
- SEWER FUND

Dates included in the following slides represent the fiscal years the projects began.

Government Sources of funds:

GF – General Fund

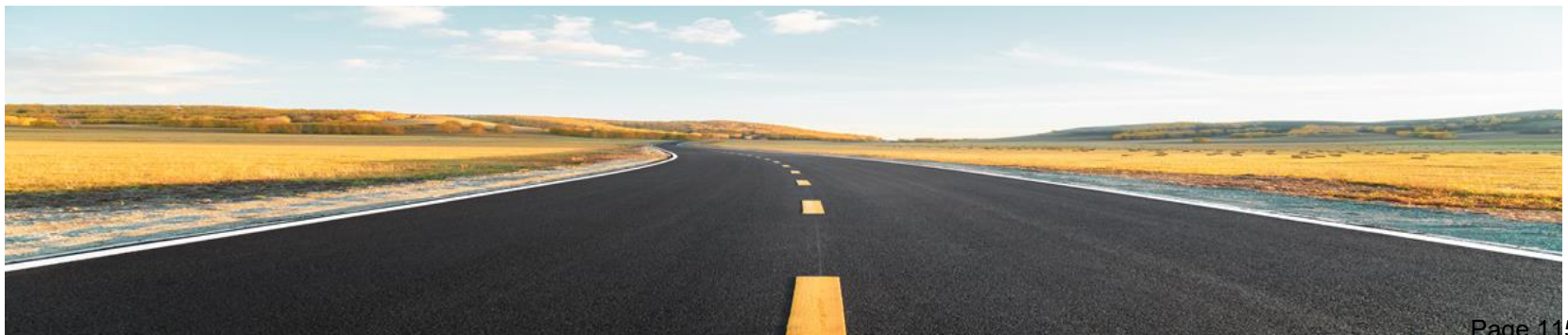
Gr – Grants Fund

CI – Capital Improvement Fund

GENERAL GOVERNMENT

Capital Projects in Progress (Costs to date)

➤ Community Response Resource Center(2022)Gr	751,450
➤ Cottonwood Lane Reconstruction(2020)GF	436,719
➤ Shadow Lane Reconstruction(2021)GF	249,903
➤ Fernley Industrial Park Rehabilitation(2020)GF	108,938
➤ Green Valley Park Improvements(2021)GF	755,011
➤ Red Rock road Extension Design & Const(2021)GF	72,326
➤ Villa Park Pavement Replacement	35,002



WATER FUND

Capital Projects in Progress (Costs to date)

➤ Water meter replacement project (2016)	1,519,764
➤ Surface Water Conveyance and Treatment Design(2018)	5,749,360
➤ Cottonwood Lane Waterline Reconstruction(2020)	45,425
➤ Shadow Lane Waterline Replacement(2021)	11,398
➤ Sage Tank Rehab & Reconstruction(2022)	494,848



SEWER FUND

Capital Projects in Progress (Costs to date)

➤ EWWTP Monitoring Well Install & Surveying(2020)	121,641
➤ Cottonwood Lane Sewer Rehabilitation(2020)	12,580
➤ Shadow Lane Sewer Rehabilitation(2021)	10,258
➤ Farm District Road Rehabilitation PH2(2021)	1,009,288
➤ US50A/95A Sewer Improvement(2021)	581,187
➤ West Lift Station Upgrade-Design & Const(2022)	503,574
➤ East Lift Station Grit Chamber Replacement(2022)	10,056





PROJECT MANAGEMENT

Streets Maintenance Projects (Costs to date)

 PMP (2015)	4,289,428
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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM: (For Possible Action):

First reading and introduction of Bill # 325 an ordinance amending Title 16 Chapter 1 of the Fernley Municipal Code, parking and storage of junk vehicles.

AGENDA ITEM BRIEF:

The current language under this title is vague and has made it difficult for staff to properly enforce the code. In addition, this change will provide clarity to residents of Fernley.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

The City of Fernley's Code Enforcement Department has received hundreds of complaints regarding junk

vehicles over the past several years. The way Title 16 Chapter 1 of the Fernley Municipal Code is currently written, causes confusion among residents and the inability to enforce these codes.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Municipal Code Title 16, Chapter 1 Sections 16.0101- Definitions and 16.01.03 Parking and storage of Junk Vehicles.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. BILL # 325 AMENDING TITLE 16 CHAPTER 1 OF THE FERNLEY MUNICIPAL CODE April 5th
2. BILL # 325 AMENDING TITLE 16 CHAPTER 1 CLEAN COPY

BILL NO. 325

CITY OF FERNLEY

ORDINANCE # 2023-__

CITY OF FERNLEY

AN ORDINANCE AMENDING TITLE 16 CHAPTER 1 OF THE FERNLEY MUNICIPAL CODE, PARKING AND STORAGE OF JUNK VEHICLES AS FOLLOWS: This ordinance shall go into effect August 1st, 2023.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council” DO ORDAIN That Section 16 of the City of Fernley Code of Ordinances is amended as follows:

Sec. 16.01.01. - Definitions.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code enforcement officer means a city employee or department designated by the council to enforce the provisions of this title.

Council means the Fernley City Council.

Dangerous structure. ~~The term "dangerous structure" is defined in the city construction code.~~ **The term "dangerous structure" is defined in the International Property maintenance code sec 108.1.5.**

Junk vehicle means ~~any car, truck, trailer, recreational vehicle, boat or other vehicle, or parts thereof, that is non-operational, unlicensed, disassembled or in disrepair.~~ **Any motor vehicle, boat, trailer, or recreational vehicle or the remains thereof which does not bear a currently valid license plate, is disassembled or in a state of disrepair and is not housed in a garage or other building**

Noxious plant growth means any accumulation of weeds or other harmful plants that create a danger to persons or animals or pose a fire hazard.

Rubbish means any litter, vegetable waste, debris, garbage, junk, non-running vehicles or trailers or parts thereof, filth or refuse of any kind.

Sec. 16.01.03 Parking and storage of junk vehicles

- (a) Except for as stated herein, in section 16.01.04 exemptions, it shall be unlawful for any person to keep, for any reason:

1. More than 2 junk, inoperative vehicles on any private parcel of property.
2. More than 2 unregistered vehicles which are on private property.
3. Any junk, inoperative and/or unregistered vehicle must be placed outside of the front yard setback area.
4. Any person who is not currently in compliance with this code as modified, shall have until August 1, 2023 to meet the requirements of this code.

Sec. 16.01.04 Exemptions

The following items are exempt from the regulations.

1. Equipment and materials used for farming, ranching, or keeping of livestock, appropriate to the size and zoning of the parcel, including fencing, lumber, compost, gates, irrigation equipment and materials, etc.
- ~~2. Junk vehicles in one-acre rural residential or lower-density zoning, provided that they are placed outside the front-yard setback area.~~
3. Antique vehicles shall, if not fully restored be stored in the backyard at least ten (10) feet from the property line for a period of not more than 12 months to allow the restoration to be completed.
4. The vehicle needs to be stored on an adequately maintained hard surface and must be screened from public view or be properly covered with a tarp or custom cover.

PROPOSED on the 5th day of April 2023.

PASSED, APPROVED and ADOPTED this 5th day of April 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest By: _____
Kimberly Swanson, City Clerk

Date: _____

BILL NO. 325

CITY OF FERNLEY

ORDINANCE # 2023-___

CITY OF FERNLEY

AN ORDINANCE AMENDING TITLE 16 CHAPTER 1 OF THE FERNLEY MUNICIPAL CODE, PARKING AND STORAGE OF JUNK VEHICLES AS FOLLOWS: THIS ORDINANCE SHALL GO INTO EFFECT AUGUST 1st, 2023.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council” DO ORDAIN That Section 16 of the City of Fernley Code of Ordinances is amended as follows:

Sec. 16.01.01. - Definitions.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code enforcement officer means a city employee or department designated by the council to enforce the provisions of this title.

Council means the Fernley City Council.

Dangerous structure. The term "dangerous structure" is defined in the International Property maintenance code sec 108.1.5.

Junk vehicle means Any motor vehicle, boat, trailer, or recreational vehicle or the remains thereof which does not bear a currently valid license plate, is disassembled or in a state of disrepair and is not housed in a garage or other building

Noxious plant growth means any accumulation of weeds or other harmful plants that create a danger to persons or animals or pose a fire hazard.

Rubbish means any litter, vegetable waste, debris, garbage, junk, non-running vehicles or trailers or parts thereof, filth or refuse of any kind.

Sec. 16.01.03 Parking and storage of junk vehicles

(a) Except for as stated herein, in section 16.01.04 exemptions, it shall be unlawful for any person to keep, for any reason:

1. More than 2 junk, inoperative vehicles on any private parcel of property.
2. More than 2 unregistered vehicles which are on private property.

3. Any junk, inoperative and/or unregistered vehicle must be placed outside of the front yard setback area.
4. Any person who is not currently in compliance with this code as modified, shall have until August 1,2023 to meet the requirements of this code.

Sec. 16.01.04 Exemptions

The following items are exempt from the regulations.

1. Equipment and materials used for farming, ranching, or keeping of livestock, appropriate to the size and zoning of the parcel, including fencing, lumber, compost, gates, irrigation equipment and materials, etc.
2. One antique vehicle. An antique vehicle is defined as any vehicle manufactured more than twenty-five (25) years prior to the current year and which, because of discontinued production and limited availability, is considered to be a model or make of significant value to collectors or exhibitors.
3. Antique vehicles shall, if not fully restored be stored in the backyard at least ten (10) feet from the property line for a period of not more than 12 months to allow the restoration to be completed.
4. The vehicle needs to be stored on an adequately maintained hard surface and must be screened from public view or be properly covered with a tarp or custom cover.

PROPOSED on the 5th day of April 2023.

PASSED, APPROVED and ADOPTED this 5th day of April 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest By: _____
Kimberly Swanson, City Clerk

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

(For Possible Action) Discussion and possible action regarding a change in public noticing procedures for development within the City of Fernley. (Councilmember McKay)

AGENDA ITEM BRIEF:

Councilmember McKay requested that Council discuss and possibly amend City of Fernley's current development notification procedures.

RECOMMENDED MOTION:

"I move to direct staff to prepare a report containing _____ and bring it back as a staff report as soon as possible for further Council discussion and direction."

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:

Though no further specific language has been provided, any motions within the confines of Fernley City Council parliamentary procedure are acceptable.

BACKGROUND:

At the February 1, 2023 Council Meeting, Councilmember McKay requested that extending the notification distance for developments, with a focus on rural areas, be presented as a future agenda item. The information in this staff report is intended to provide some information regarding current noticing procedures and support discussion among Council. Councilmember McKay to open discussion amongst Council and Mayor.

ANALYSIS:

Noticing requirements for development vary between types of applications. One of the more stringent types of noticing that City of Fernley regularly engages in is for a comprehensive master plan amendment (per NRS 278.210 and FMC Section 32.03.040 (b)). Noticing for a comprehensive master plan amendment includes the following:

1. Publication in the Reno Gazette Journal at least 10 days before the date of the hearing (understood by staff to be 10 *business* days)
2. Each property owner within a radius of 750 feet of the area (to which the proposed amendment pertains)
3. Each of the 30 separately owned parcels nearest to the area
4. Each tenant of a mobile home park located within a 750-foot radius of the area
5. Any military installation located within 3,000 feet of the area (none are currently within this radius of any City of Fernley properties)

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Code items identified by staff as being directly relevant to this discussion:

- Nevada Revised Statutes (NRS) 266.15 || General Law for Incorporation of Cities and Towns - Ordinances and Resolutions - Enactment of ordinance: Style; introduction and notice; final action; publication
- NRS 268.061 || Powers and Duties Common to Cities and Towns Incorporated Under General or Special Laws - Municipal Property - Sale or lease of certain real property: Determination that sale or lease is in best interest of city; notice; exceptions; second offering; effect of sale or lease in violation of section
- NRS 278.0205 || Planning and Zoning - General Provisions - Agreement with governing body concerning development of land: Amendment or cancelation; review of development by governing body; notice; approval of amendment; filing and recording of notice of cancelation or amendment
- NRS 278.02053 || Planning and Zoning - General Provisions - Agreements with governing body concerning development of land: Public hearing required before unilateral amendment or cancelation by governing body; notice required; waiver of complaint, protest or objection if not timely presented
- NRS 278.02076 || Planning and Zoning - General Provisions - Authority of governing body to designate historic neighborhood; requirements and procedure for designation of area as historic neighborhood
- NRS 278.0217 || Planning and Zoning - General Provisions - Certain documents to be retained by governing body or other entity that causes notices of hearing to be provided
- NRS 278.147 || Planning and Zoning - Planning Commissions - Facilities for use, manufacture, processing, transfer or storage of explosives or certain other substances; Conditional use permit required; application for and issuance of conditional use permit
- NRS 278.210 || Planning and Zoning - Planning Commissions - Adoption of master plan and amendments by commission: Notice; hearing; neighborhood meeting; resolution; frequency of certain amendments; attested copies; certification by electronic means
- NRS 278.220 || Planning and Zoning - Planning Commissions - Adoption of master plan or part thereof by governing body; change to plan adopted by commission
- NRS 278.225 || Governing body may establish by ordinance procedure for adopting minor amendments

to master plan; public hearing and notice required before adoption of ordinance

- NRS 278.260 || Determination, establishment, enforcement and amendment of zoning regulations, restrictions and boundaries: Procedure and prerequisites; notice and hearing; signs; additional fee for certain applications
- NRS 278.315 || Planning and Zoning - Special Exceptions - Granting of variances, special and conditional use permits and other special exceptions by board of adjustment, planning commission or hearing examiner; appeal of decision
- NRS 278.480 || Planning and Zoning - Vacation or Abandonment of Streets, Easements or Maps; Reversion of Divided Land - Vacation or abandonment of street or easement: Procedures, prerequisites and effect; appeal; reservation of certain easements; sale of vacated portion
- Fernley Municipal Code (FMC) Section 32.03.020 (a), Table 32.03.020-1 || Development Code - Review and decision-making bodies - Summary table - Summary Table of Development Review Procedures
- FMC Section 32.03.030 (b) || Development Code - Common review procedures - Notice
- FMC Section 32.03.040 (a) (4) || Development Code - Annexation, comprehensive master plan, and zoning applications - Annexation - Notice
- FMC Section 32.03.040 (b) (4) || Development Code - Annexation, comprehensive master plan, and zoning applications - Comprehensive master plan amendments - Notice
- FMC Section 32.03.040 (c) (4) || Development Code - Annexation, comprehensive master plan, and zoning applications - Minor comprehensive master plan amendments - Notice
- FMC Section 32.03.040 (d) (4) || Development Code - Annexation, comprehensive master plan, and zoning applications - Development code text amendments
- FMC Section 32.03.040 (e) (4) || Development Code - Annexation, comprehensive master plan, and zoning applications - Zoning map amendments (rezoning) - Notice
- FMC Section 32.03.040 (f) (4) b. || Development Code - Annexation, comprehensive master plan, and zoning applications - Planned developments (rezoning to PD) - Procedure of tentative approval
- FMC Section 32.03.040 (f) (7) c. || Development Code - Annexation, comprehensive master plan, and zoning applications - Planned developments (rezoning to PD) - Modification of final approved plan
- FMC Section 32.03.050 (a) (4) || Development Code - Entitlements - Administrative review - Notice
- FMC Section 32.03.050 (b) (4) || Development Code - Entitlements - Conditional use permit - Notice
- FMC Section 32.03.050 (c) (4) || Development Code - Entitlements - Temporary use permits - Notice
- FMC Section 32.03.080 (a) (2) || Development Code - Vacations - Type I vacations - Public hearing notice
- FMC Section 32.03.090 (a) (4) || Development Code - Modifications and appeals - Major deviations - Notice
- FMC Section 32.03.090 (c) (3) || Development Code - Modifications and appeals - Minor deviations - Notice
- FMC Section 32.03.090 (d) (4) || Development Code - Modifications and appeals - Variances - Notice
- FMC Section 32.03.090 (e) (4) || Development Code - Modifications and appeals - Appeals - Notice
- FMC Section 32.03.090 (a) (4) || Development Code - Other procedures - Development agreements - Notice

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

The relocation, removal/reuse, donating, or demolition of the facility will require funding to be budgeted.

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Discussion and possible action regarding the location and removal of the Old School House located on the Fernley Depot property.

AGENDA ITEM BRIEF:

The Old School House located on the Fernley Depot property is not included in the scope of the Community Response & Resource Center and the Fernley Depot development. Staff is requesting City Council's direction as to the use of the facility, including relocation and reuse, donating the building, and demolition and the costs associated with each option.

RECOMMENDED MOTION:

Option 1: "I motion to direct staff to move forward with demolishing the building in FY2024 and include the costs of the Old School House demolition into the FY2024 budget."

Option 2: "I motion to direct staff to donate the building in FY2024 and budget the costs of donating the Old School House into the FY2024 budget."

Option 3: "I motion to direct staff to include the Old School House into the Fernley Depot and/or Community Response & Resource Center scope of work and budget the costs of said direction in the FY2024 budget."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may ask for more information.

BACKGROUND:

The City of Fernley owns an Old School House that is located in the back of the Fernley Depot building on the Depot property, 675 E. Main Street. The Depot property and the property adjacent to the Depot property is the location of the Community Response & Resource Center project. The Old School House is not in the scope of the project of either the Fernley Depot or the Community Response & Resource Center projects.

Brief History of the Old School House or Churchill School Building #3

- 1914 Churchill #3 was located on the Quilici Ranch in Dayon, Nevada.
- 1951 Former County Commissioner Dick McCulloch gave the School to the WWII Veterans from a meeting hall, if they could move it to Fernley. The School was moved to the northeast corner of West Street in Fernley. The VFW held meetings in the School until about 1972.
- 1976 The School was moved to the Fernley In Town Park by the Bi-Centennial Committee.
- 2000 The Town of Fernley and former Lyon County Commissioner, Leroy Goodman, offered the Old School to the Fernley Preservation Society (FPS) to save it from vandals and water damage. The FPS accepted the School to be located at 675 East Main Street, the Fernley Depot property.

Currently, the Old School House is not in use or is it connected to utilities, but it is sitting on a concrete slab.



Fernley is getting closer and closer to construction of the Community Response & Resource Center and development of the Fernley Depot building is currently underway, including the reproofing project and the installation of the ADA restroom facility. Staff is requesting City Council's direction as to the use of the facility. It will take time and funding to execute the list of ideas below. Some ideas include:

- Work the Old School House into the scope of work of the Community Response & Resource Center project.
- Donate the Old School House back to Dayton community or other organization.
- Relocate the building – where and what use?
- Demolish the building.

Staff also asks Council to budget the costs of implementing the Old School House plan into the budget for FY2024.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

text area

FINANCIAL IMPLICATIONS:

The financial implications depend on whether the City Council decides to relate and reuse the building, work the building into the scope of the development of the Fernley Depot and Community Response & Resource Center project, or demolition to building. Staff recommends City Council consider the cost and budget the cost into the budget for FY2024.

ATTACHMENTS:

1. Old School House 2
2. Old school house 2.msg
3. inside Old School House
4. Old School House from the Depot Covered Deck 2
5. Old School House looking east
6. Old School House looking north
7. Old School House looking west

CHURCHILL SCHOOL BUILDING #3 (all dates are approximate)

- 1914 Churchill #3 was located on the Quilici Ranch in Dayton, Nevada.
- 1951 Then County Commissioner Dick McCulloch gave the School to the WWII Veterans for a meeting hall, if they could move it to Fernley. A truck was loaned from the "Chick Bed" (diatomaceous earth plant used for chicken nesting and floor covering, located in Fernley) The School was moved to the North/East corner of West Street in Fernley. VFW meeting were held there until about 1972. Albert W. Emerson was Post Commander.
- 1976 The School was moved to the In-Town-Park by the Bi-Centennial Committee.
- 2000 The Town of Fernley and Lyon County Commissioner, Leroy Goodman offered the Old School to the Fernley Preservation Society to save it from vandals and water damage. The FPS accepted the School to be located at 675 East Main Street, the Fernley Lassen Depot grounds. Volunteers to help move the School were: Albert Emerson, Jim Emerson, Steven Knowles, Suzanne Knowles and Mark Hoffman. The trailer to move it was furnished by was Robert Woebeking. Tommy Watson did the foundation work and some restoration to the building. Betty Jackson (County Commissioner Dick McCulloch's daughter) donated the original upright piano to the Fernley Preservation Society that was used in Churchill #3.

CHURCHILL SCHOOL #3

ALBERT W. EMERSON BUILDING

DEDICATED AUGUST 13, 2005













CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 5, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Jacki Moxley, Human Resource Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

100-413-322

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

(Possible action) Discussion on the recruitment process for city manager including but not limited to:

1. Possible Action to approve a contract with Bakertilly not to exceed \$25,000.00
2. Direct staff to recruit a City Manager in an alternative path

AGENDA ITEM BRIEF:

March 15, 2023 - The candidates selected to be interviewed by the Mayor and Council were as follows: George Zoukee, Michael Toombs, and Dawn Collins. City Council and Mayor interviewed George Zoukee and Dawn Collins for the City Manager position. The third candidate, Michael Toombs, withdrew from consideration prior to the scheduled meeting. The motion to move to agree with Mayor Neal E. McIntyre's appointment of Dawn Collins as City Manager failed by a 2 Yes and 3 No vote.

RECOMMENDED MOTION:

"I move to approve the contract for the recruitment services with Bakertilly not to exceed \$25,000.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

"I move to direct staff to recruit a City Manager in an alternative path."

BACKGROUND:

March 15, 2023 - The candidates selected to be interviewed by the Mayor and Council were as follows: George Zoukee, Michael Toombs, and Dawn Collins. City Council and Mayor interviewed George Zoukee and Dawn Collins for the City Manager position. The third candidate, Michael Toombs, withdrew from consideration prior to the scheduled meeting. The motion to move to agree with Mayor Neal E. McIntyre's appointment of Dawn Collins as City Manager failed by a 2 Yes and 3 No vote.

January 30, 2023 - Mayor approved the recruiting of the City Manager. HR advertised the position on the City of Fernley website, the ICMA website, Nevada City and County Manager's Association website, Next City Jobs website, and Nevada League of Cities website. The position was open from January 30, 2023, to February 14, 2023. HR received a total of ten applications. The candidates selected to be interviewed by the Mayor and Council were as follows: George Zoukee, Michael Toombs, and Dawn Collins.

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

There will be budget savings in the City Manager's budget FY22-23 to cover the cost.

ATTACHMENTS:

1. Fernley proposal to provide executive recruitment services from Baker Tilly

A photograph of two hands shaking, symbolizing agreement or partnership. The image is overlaid with large, semi-transparent teal circles. The hands are positioned in the center of the frame, with one hand slightly above the other. The background is blurred, showing what appears to be an office setting.

March 30, 2023

City of Fernley, Nevada

Proposal to provide a responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for your next City Manager

March 30, 2023

Neal E. McIntyre
Mayor
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

Baker Tilly US, LLP
205 N Michigan Ave, 28th Fl
Chicago, IL 60601-5927
T: +1 (312) 729 8000
F: +1 (312) 729 8199
bakertilly.com

Delivered electronically

Dear Mayor McIntyre:

This proposal marks the beginning of a valuable relationship we plan to build with the City of Fernley (the City). We are confident we are the right fit to serve you in selecting your next City Manager with forward-thinking executive recruitment services so you can keep your focus where it belongs: serving your community. Our proposal meets your requirements and describes our unique proposition to enhance and protect value while meeting your key objectives.

We believe that our record of successfully placing qualified and very accomplished professionals, along with our extensive experience providing executive recruitment services to cities, counties and other public-sector organizations nationwide, will be beneficial for your recruitment and will allow us to find the candidate who has the traits, skills, experience and overall competence you desire for your organization.

We know that you have options for selecting a recruitment firm. However, we believe that our unique approach, highly regarded customer service practices, and our record of identifying and recruiting top-level executives in similar roles set us apart from our competitors. Additionally, we offer the following unique features:

The right firm

Fernley will benefit from our best-of-both-worlds solution that pairs the technical qualifications, tools and expansive resources of the largest firms with the responsive service, personalized attention and proactive communication of smaller firms.

The right experience

Our firm is structured around industry-specialized practice groups, allowing us to provide focused training and continuing education to our team members. Our understanding of your organization, paired with targeted experience, will help Fernley thrive.

The right team

Your team includes technical and industry-specialized team members who understand your organization's requirements, challenges and opportunities. You will receive a tailored recruitment approach designed to meet your needs and exceed your expectations.

The right value

We provide high-quality service for a fair and reasonable fee. Our significant level of project team leader involvement translates into a responsive, efficient recruitment and the ability to deliver value throughout the engagement.

- **Customized profile development:** Working with the members of the City Council and designated staff, we develop a customized candidate profile based on the required, desired and preferred qualifications, traits and attributes you seek in the individual you interview or hire for your next City Manager. We strive to understand how the City of Fernley's current and anticipated needs and organizational priorities will shape your recruiting and selection requirements. We collaborate with you to develop a nationwide or regional marketing, recruiting and outreach campaign. This approach has effectively allowed us to identify, attract and recruit highly qualified candidates for your review.

City of Fernley, Nevada
March 30, 2023

- **Management/leadership assessment:** Relying on exclusively licensed predictive analytics tools (using data to determine patterns and forecast future outcomes and trends), we administer assessments to selected applicants to help us identify human potential in each candidate we present to you. Results are “Real,” “Impactful,” and “Powerful.” Furthermore, based on scientific data, these results can provide more profound insights into the candidate’s management traits and leadership styles.
- **Recorded video interviews:** We ask selected candidates (semi-finalists) to complete a recorded, one-way video interview using questions developed from your “candidate profile,” which gives your review team an additional tool to evaluate the semi-finalists before inviting them to a face-to-face interview.
- **Online application management:** We use NeoGov as our online application system. It provides for efficient management of applications and allows us to communicate in real time with applicants, engaging and informing them of each step in the search process. Within this system, we can access, review and evaluate prior applicants or individuals who have expressed interest in similar positions. Generally, these individuals may not be actively seeking a job but may be open to “the right opportunity.” This is another benefit and advantage we provide our clients, enabling us to access more passive job seekers.

This proposal details our approach, expertise, references and pricing for this executive recruitment. Our team would consider it a professional privilege to provide these services to the City of Fernley.

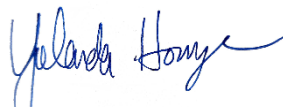
As your Value Architects™, we are determined to support you in achieving the City’s mission to facilitate the responsible and orderly growth of the community and to see that quality municipal services are provided in the most professional, efficient, and cost-effective manner. Thank you for the opportunity to serve you. Our team is excited to earn your trust, and, as always, we look forward to discussing your questions and feedback.

Very truly yours,

BAKER TILLY US, LLP



Anne Lewis, Managing Director
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Baker Tilly is responsive, interactive and produces the results they say they will. We are very pleased with the services they provide and consider Baker Tilly a leader among accounting and advisory firms.

Controller



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Executive summary

What makes Baker Tilly different from other firms? Our solution truly begins by listening to what the City of Fernley needs.

Understanding your needs to help achieve your objectives and mission

We understand the City of Fernley is looking for a timely, effective, efficient, responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for your next City Manager.

Baker Tilly public sector executive recruiters will collaborate with you or your designated staff to understand the traits, attributes, capabilities, and overall qualifications that are most important to your organization for this recruitment. The information we gather helps us customize colorful and informative marketing, recruitment and outreach strategies, and materials that present the City of Fernley as a growing city that is and remains a high-quality community. The City is part of the Reno–Sparks metropolitan area CSA with approximately 20,600 people, including surrounding agricultural areas. The elected officials and staff of the City of Fernley commit to serving the community with the following values: Integrity, Accountability, Transparency and Respect. The City's vision is as follows:

By 2040 Fernley is a community that:

- Is vibrant, safe, friendly, and family-oriented with a high quality of life and engaged residents
- Has a strong local economy and abundant amenities for residents
- Has a financially stable city government.

We recognize that there is significant competition for experienced local government managers, leaders and executives today. For this reason, we collaborate with you to develop recruitment strategies that include an aggressive marketing, recruiting and candidate outreach campaign. As you know, a successful recruitment often depends upon reaching successful executives who may not necessarily be searching for new employment opportunities or waiting for the right opportunity. Thus, we use our existing resources, successful methods and approaches to inform and encourage qualified professionals to consider and apply for opportunities such as those you may have in your organization. We believe these efforts are essential to ensuring that your City Council receives and can select from many qualified candidates.

Baker Tilly manages and tracks applicant information and provides regular communication, updating the applicants on the status of each recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide your City Council with comprehensive details and information about each candidate we present, expanding beyond applications, cover letters, and resumes to understand better, compare and contrast individual professional experience, leadership traits and the management style they would bring to your organization. Furthermore, we explore and attempt to understand their motivation for pursuing each career opportunity. We also can provide you with a fully customized interview process to include suggested questions, interview day scheduling and planning as you deem necessary or appropriate. Additionally, the lead consultant is available to you or your designee before, during and after each interview session and can facilitate your deliberations, employment offer, and negotiations with the individual you select as a finalist.

Our highly regarded executive recruitment process

Our highly regarded executive recruitment process includes five major tasks:

TASKS	PROCESS
1. Recruitment brochure development and advertising	We schedule and meet with the City Council and key stakeholders, as instructed, to understand your leadership vision, strategic direction and candidate expectations, then use the information we gather to develop a candidate profile, which will require your input and final approval. We consider the profile our search baseline.
2. Execution of recruitment strategy and identification of quality candidates	- Using your approved profile, we develop a colorful, informative and appealing brochure. Then, we embark on a national or regional targeted marketing, recruitment and outreach campaign to identify individuals who best match your desired profile. - Additionally, we simultaneously launch a direct applicant outreach campaign targeting eligible prospects we identify by building a detailed query into our searchable applicant database. - Using our applicant tracking system, we communicate with all applicants about the process, established timelines and the next steps.
3. Screening of applications, review of semi-finalists and selection of finalists	- Once we identify those applicants who most closely match your desired profile, we assign them several tasks, including our Due Diligence Questionnaire and Candidate Questionnaire, while the project team conducts a comprehensive web and social media scan to elicit information that could be relevant to employment and continuation in our process. - We also provide selected applicants with a link that will take them to our one-way video interview portal. The candidates complete a one-way video interview, answering questions designed to give us an additional perspective on each applicant's candidacy related to your desired profile. - Once we gather the responses from the items listed above, we prepare and provide an electronic (PDF) Semi-Finalists Report listing 10 to 15 applicants who best appear to meet your desired profile. This report includes a list of all applicants and copies of resumes, cover letters, due diligence and candidate questionnaire responses. - We then ask you to identify four or five, plus one alternate, as finalists. We then ask this group to complete our management and leadership style assessment, which provides additional information, including development needs, strengths, personality and behavior analysis. This tool provides information about each finalist, which we have found essential to the selection process.
4. Background report checks, reference checks, social media presence, academic verifications	- We secure authorization from each finalist to conduct a comprehensive background records check and reports. - We obtain a list of up to ten current or former supervisors, peers or direct reports from each finalist to contact as references. - We provide a report summarizing all responses to our customized reference questionnaire. - We verify academic credentials and professional certifications. - We conduct an exhaustive review of social and electronic media sites and other publications to identify any information relevant to the hiring of the finalists you interview. - We provide a comprehensive reference check and report for each finalist.

TASKS	PROCESS
5. Final interview process	Once you identify your finalists, we collaborate with your designated staff to design, prepare and provide technical support to ensure a smooth, effective and efficient interview process, which may include the scheduling and support for virtual interviews. If requested, we work with the selected finalist and your designated staff to finalize an employment agreement.

THERE ARE NUMEROUS BENEFITS TO UTILIZING BAKER TILLY FOR YOUR RECRUITMENT NEEDS

We strive to distinguish ourselves from peer organizations.

Why Baker Tilly is ideally suited to serve Fernley

Baker Tilly has distinguished itself from public sector executive recruitment peers in many ways. What makes Baker Tilly different from other firms? **Our executive recruitment solution truly begins with your needs.** The City of Fernley deserves to collaborate with a provider that goes beyond checking your recruitment boxes through proactive, responsive insights, a tailored approach and communication. We encourage you to consider how the unique combination of our qualifications makes us the right fit to serve the City— today and for years to come.

WHAT WE UNDERSTAND THE CITY NEEDS	HOW WE WILL DELIVER
Carefully structured process supported by technology	- Comprehensive and seamless process refined by years of interaction with local government, not-for-profit employers, and prospective candidates. - Leverage the search process with technology tools, including a video interview system, management/leadership style assessment analysis and online application platform. - Efficient management of candidate information and providing the City Council with unique information about each candidate's leadership and management style and ability to respond extemporaneously to video questions.
Public sector recruiting specialization and experience	- Experienced executive recruitment professionals passionate about local government since all have spent a significant part of their professional careers in senior leadership positions for cities, counties and school districts. - Successful recruitment of more than 1,675 executive-level positions within cities, counties, school districts and public and not-for-profit organizations since 2000.
Thorough candidate evaluation	- Active recruitment of qualified candidates, drawing from our extensive personal and professional connections with capable individuals, assuring the City of its access to established managers and rising stars. - Thorough evaluation of the final candidates, including detailed information from references and a careful review of background records to ensure sound professional and personal character.
Diversity in executive recruitment	- Committed to diversity in executive recruitment as a reflection of our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. - Ensure diversity is a focus of our recruitment strategy and candidate pools through involvement with the National Forum for Black Public Administrators (NFBPA) and their Corporate Advisory Council, the Local Government Hispanic Network and other organizations.

WHAT WE UNDERSTAND THE CITY NEEDS	HOW WE WILL DELIVER
Delivering value on the City's budget	• Full-service engagement includes advertising, preparation of a recruitment brochure, background, reference and academic verification checks and on-site interviews with finalists. • Work closely to meet the City's needs and any unexpected circumstances that may arise during your recruitment to expedite the recruitment, but not at the expense of finding high-quality candidates.
Triple Guarantee	• Focus on assisting with your executive recruitment until you make an appointment. • Guarantee your executive recruitment for 12 months against termination or resignation for any reason – or we will come back to fill your City Manager position for no additional professional fee. • Commitment not to directly solicit any candidates selected under this contract for another position while employed with your organization.
Transparency and confidentiality	• No preconceived notions or expectations about the City and prospective candidates. • Work closely with the City to make sure the process is transparent. • Ensure applications are kept confidential, where permitted by state and local laws, to ensure candidates can express interest without jeopardizing current employment to maximize the number of qualified applicants.
Keeping the City involved and minimizing disruption	• Comprehensive process incorporates the active participation of the City Council at key steps in the process. • Keep decision-makers fully advised and informed of all aspects of the process without requiring them to expend substantial time or put aside other pressing issues. • City staff can stay focused on their primary and assigned functions while Baker Tilly manages the search process.

BAKER TILLY DIFFERENTIATES ITSELF FROM OTHER EXECUTIVE RECRUITMENT FIRMS

Fernley will benefit from our understanding of best practices within the executive recruitment space.

Meeting your needs with our resources

Our firm has the reputation, resources and reach to address the challenges you face as a public sector organization — both now and in the future.

Offering our resources: Baker Tilly at a glance

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions. We are passionate about enhancing and protecting our clients' value, which is a collective effort by everyone across our firm. The City of Fernley will receive an exceptional experience for your governance team and — ultimately — those you serve. Below are some key facts about our firm.



550+
administration
recruitments
since 2020



1,675+
recruitments
since 2000



60+
office locations
across the U.S.



250+
workplace and
culture awards

COMPREHENSIVE EXPERIENCE TO SERVE YOU

Fernley will receive support and guidance from a respected firm that continues to grow — as evidenced by INSIDE Public Accounting naming Baker Tilly as the 10th largest accounting firm in the United States on their 2022 IPA Top 100 list.

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that business can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.

Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing and protecting our clients' value.**

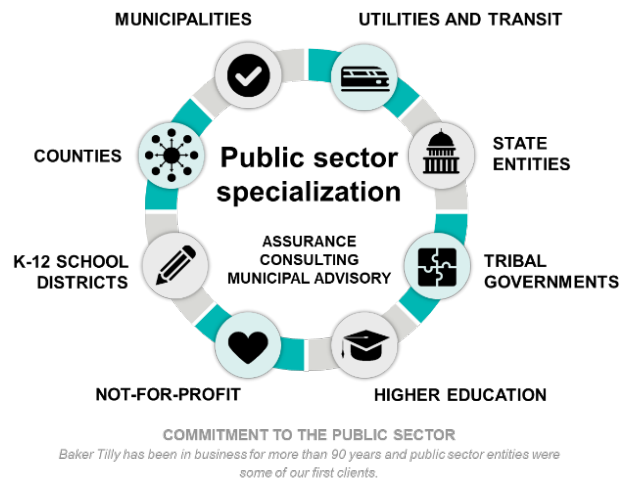
As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and adaptability, Baker Tilly will become more connected to our clients, our people, our communities and our profession.



Public sector specialization

Baker Tilly has served local governments since our establishment 91 years ago. We are one of the few professional services firms with a state and local government practice dedicated entirely to serving governmental clients.

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for Fernley? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in executive recruitment projects. The City will collaborate with knowledgeable professionals who your challenges and provide innovative solutions to help you overcome them.



State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. State and local governments were among Baker Tilly's first customers. Recognizing this complexity and eager to serve as a true **Value Architect™** to the industry, Baker Tilly formalized its dedicated public sector specialization more than **60** years ago.

More than 525 Baker Tilly professionals — including nearly 40 partners and principals — focus directly on serving state and local governments, providing hundreds of thousands of client service hours annually to the public sector. Nationwide, our practice serves nearly 4,000 state and local government entities, including cities, counties, municipalities, school districts, public utilities and transit organizations. Your team is ready to help you find solutions to the obstacles that stand between you and your goals.

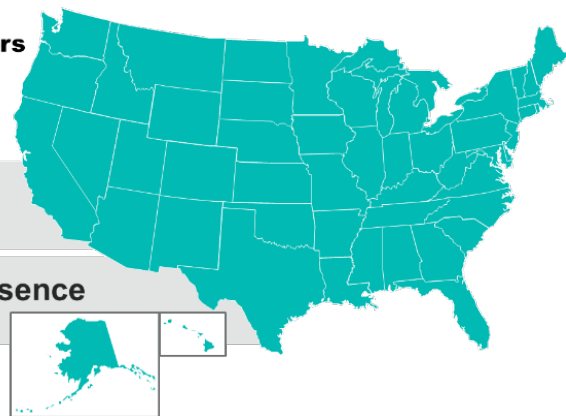
Public sector: experience that matters

nearly
4,000
public sector clients

90+ years
industry experience

Coast-to-coast presence
Industry trainers and thought leaders

States where Baker Tilly has served public sector clients



Celebrating our recent combination with Management Partners

The fast pace of change in local government – from towns to cities to counties – is not slowing down. To continue serving and improving communities, local leaders need trusted consultants to help navigate change. Leading advisory CPA firm Baker Tilly answers by acquiring Management Partners, effective October 1, 2022.

This acquisition adds a unique and significant layer of experience to Baker Tilly's robust public sector practice. These project team members are former local government leaders and managers stemming from all operational facets. They have nearly three decades of field-tested techniques and proven methodologies.



Additional organizational management and human capital services

PLANNING AND STRATEGY	MANAGING AND PERFORMANCE
- Position classification studies - Organizational improvement studies - Resource sharing - Strategic workforce planning	- Compensation and benefit systems - Personnel policies - Career ladders

MEETING FERNLEY'S HUMAN CAPITAL NEEDS

Baker Tilly provides a full array of organizational management and human capital services designed to meet the unique needs of state and local governments.

Project contacts and locations

AUTHORIZED REPRESENTATIVE	ENGAGEMENT TEAM LEADER
Anne Lewis, Managing Director 8219 Leesburg Pike, Suite 800 Tysons, VA 22182 +1 (703) 923 8214 anne.lewis@bakertilly.com	Yolanda Howze, Director 205 North Michigan Avenue, 28 th Floor Chicago, IL 60601 +1 (312) 240 3401 yolanda.howze@bakertilly.com

Standing on our values

Our core values infuse our culture and drive the way we plan to work with Fernley. They are what we believe and what we expect from each other. They guide our decisions, inspire our actions and gauge how we do business. They are shorthand for what we stand for — and what we stand against. Our core values are fundamental and timeless and come to life through our own experiences and personal expression. Our core values are highlighted below.

 BELONGING We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. We commit to a diverse and inclusive workplace upheld by fairness, compassion and equality.	 COLLABORATION We are at our best when we work together. We build on our collective strength to achieve more than we can as individuals.	 INTEGRITY We do the right thing, for the right reason, every day. Honesty, trust and keeping our promises are paramount to our success.	 PASSION We put forth our best effort every day for the benefit of our people, clients and firm. There is a sense of urgency and relentless energy in everything we do. We love our profession and take great pride in it.	 STEWARDSHIP We invest for the future with the intention of leaving everything better. We strive to make a positive difference and leave a proud legacy.
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SHARED CULTURES, VALUES, PHILOSOPHIES AND GOALS

Fernley and Baker Tilly have a strong cultural fit, and our commonalities will lay the foundation for trust, open communication, a seamless project approach and an enduring relationship.

For additional information on Baker Tilly's prioritization of Diversity, Inclusion and Belonging for Success (DIBS), please see **Appendix A**.

Providing executive recruitment services

Our relationship-driven approach is led by an engagement team who delivers a cost-effective, quality engagement for Fernley. We will deliver executive recruitment solutions that address the City's underlying complexities and your unique opportunities.

The Baker Tilly executive recruitment process

Task 1: Kickoff, marketing, recruitment and outreach

Developing a comprehensive recruitment brochure that includes a profile of the ideal candidate is an essential first step in your recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the candidate's success in the position of City Manager. The recruitment brochure will also include a profile that captures the essence of the City of Fernley as a highly attractive venue for the successful candidate to live and work.

Your recruitment will be national and inclusive in nature, with a candidate pool of diverse, experienced and talented individuals.

To prepare the recruitment brochure, the engagement team leader will meet with the City Council, City staff and other designated stakeholders to discuss the required background, professional experience, and management and leadership characteristics for your City Manager. We meet individually (or collectively, depending upon your preference) with members of the City Council to broaden our understanding of the position's leadership and management requirements, current issues, your strategic priorities and expectations for the City Manager.

Information from these meetings and our review of the job description and other City documents is used to prepare a position and candidate profile. The City will approve the completed profile before recruitment begins. The position and candidate profile will be central to our recruitment strategy and outreach to potential candidates. [See example of a recruitment brochure in **Appendix B.**]

The project team will also work with the City to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates.

If required, our team will place ads in relevant professional publications, websites and local print media and coordinate with City staff to include information about the search on the City's social media platforms. Baker Tilly also has a high-traffic website with an exclusive location dedicated to encouraging potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will consist of national, state, regional and local elements determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to promote the City Manager position further.

ADVERTISEMENTS FOR THE CITY MANAGER POSITION COULD BE PLACED WITH:

International City/County Management Association
 National Forum for Black Public Administrators
 Local Government Hispanic Network
 Careers in Government (careersingovernment.com)
 LinkedIn
 Nevada City/County Management Association (NVCMA)
 Nevada League of Cities

BAKER TILLY PLACES ADS IN PROFESSIONAL PUBLICATIONS, WEBSITES AND LOCAL PRINT MEDIA
We will work with Fernley to develop an advertising and marketing strategy to notify potential candidates about your City Manager position.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Position profile and recruitment brochure development	- Baker Tilly meets with the City to receive information regarding the City's budgets, organizational charts, images, logos, etc. - Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline)	2 weeks
Approve brochure, begin advertising and distribute marketing letter	- Brochure sent to City for final approval - Begin advertising and distribution of recruitment brochure	2 weeks

Task 2: Execution of recruitment strategy and identification of quality candidates

Utilizing the information developed in Task 1, Baker Tilly will identify and reach out to individuals who will be outstanding candidates for the position of City Manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, potential candidates presented with the opportunity directly and in the proper manner may apply. We take pride in locating highly qualified candidates nationwide based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by creating a customized database utilizing our extensive, interactive applicant database for the City Manager position. This will allow the Baker Tilly team to customize applicant flow and tracking, communicate with applicants and conduct database inquiries for candidates based on characteristics important to the City, such as geographic location, particular experience, expertise and credentials.

While recruitment is underway, the engagement team will work with up to 10 subject matter specialists (SMS) who know what successful performance in the City Manager position looks like to reach a consensus on the ideal candidate's desired leadership and management style. We ask the SMS to complete a 30-minute online questionnaire. When aggregated, these responses generate a benchmark that prioritizes the key competencies, work values and leadership and management style attributes for this position, creating a framework for assessing candidate fit with the City. Later in the process, finalists are asked to complete a companion questionnaire that allows us to match candidates' competencies, work values and leadership/management style to the benchmark. [See sample excerpt of TTI report in **Appendix C.**]

PROVIDING EXECUTIVE RECRUITMENT SERVICES

Each candidate submitting a resume is sent a timely acknowledgment by our team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and professionalism in which they are treated during our recruitments.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Execution of recruitment strategy and candidate outreach	• Online data collection and profile development • Development of an interactive, searchable applicant database for recruitment of your City Manager • Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy • Utilization of an extensive applicant database to identify applications and review the applicant pool for competencies/demographics	4-5 weeks

Task 3: Screening of applicants and recommendation of semi-finalists

During Task 3, the project team screens each application and compares qualifications (education, experience, etc.) and responses to our customized supplemental questions to determine an overall match to your desired profile. We will then narrow the list to 10 to 15 semifinalists for review and identify four or five finalists (often including an alternate) or the number of individuals you would like to interview and consider. The finalists will be selected based on written questionnaires, early due diligence information, consultant phone interviews, and recorded and one-way video interviews.

Another unique aspect of our recruitment process is using a web-based one-way video interview. Each finalist has limited time to answer each question, which each applicant sees for the first time when the interview begins. We do not provide questions in advance. Each finalist then has 30 seconds to start responding and up to three minutes to respond to each of about three questions. This tool allows our team to understand better each candidate's ability to "think quickly." The one-way videos also allow us to evaluate the professional demeanor of each applicant. Our team will provide the City Council and the designated staff with a link to review.

You will have access to our Applicant List, which will provide pertinent data for each applicant.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Applicant screening and recommendation of semi-finalists	• Baker Tilly compares applications to the approved candidate profile developed in our searchable applicant database • Most promising applicants are asked to complete candidate questionnaires and provide due diligence information • Media, internet and social media scan for information pertinent to future employment • Top candidates identified as semi-finalists • Semi-Finalist Report is prepared, including the brochure, applicant list, cover letter and resume of candidates to be considered • Baker Tilly and the City Council review video interviews	2-3 weeks

	• Project team leader meets with the City Council to review recommended semi-finalists • City Council selects finalists for on-site interviews • Finalists complete candidate management style assessment, responses are reviewed, and interview questions are developed	
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Task 4: Conducting background checks, reference checks and academic verifications

Once the City Council has identified a list of “finalists,” Baker Tilly begins conducting reference checks, background records checks and academic verifications. We then prepare a Confidential Reference Report to complete our research and understanding of each applicant’s qualifications, management style, leadership traits or characteristics and professional work performance.

BACKGROUND CHECKS WILL INCLUDE INFORMATION FROM THE FOLLOWING AREAS:	
• Consumer credit	• Bankruptcy
• City/county – criminal	• State district Superior Court – criminal
• City/county – civil litigation	• State district Superior Court – civil litigation
• Judgment/tax lien	• Federal district - criminal
• Motor vehicle driving record	• Federal district – civil litigation
• Educational verification	• Sex offender registry

REFERENCE CHECKS, BACKGROUND RECORDS CHECKS AND ACADEMIC VERIFICATIONS

Fernley will receive a report that thoroughly verifies each finalist’s background.

To ensure the overall quality standards of our process, we require a minimum of 10-15 business days between the time you identify finalists for interviews and the time we can provide you with our Final Report.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Design final process with the City for on-site interviews with finalists	• Baker Tilly confirms interviews with candidates	1-2 days
Background checks, reference checks and academic verifications	• Baker Tilly completes background records checks, reference checks and academic verifications of finalists	2-3 weeks

Task 5: Final interview process

Upon completing Task 4, we will work with your City Council and designated staff to develop the final interview process. We customize the process according to your needs, desired outcomes, position functions, preferences and directives. This may include steps that are important to you, our client. As such, the final interview process may consist of meetings with the department heads and the opportunity for a meet and greet with community members and individual tours of the City. We work with your organization to adjust all aspects of our process as you deem necessary and appropriate.

PROVIDING EXECUTIVE RECRUITMENT SERVICES

Before the interviews, we provide documentation on each finalist, highlighting leadership and management profile (Gap Analysis) and a summary of our comprehensive/customized reference checks, background report checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The engagement team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. If asked, we will help the City Council develop a compensation package and related employment considerations and negotiate an employment agreement.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Final Report prepared and delivered to the City	Final Report is prepared, including brochure, schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions	1 day
On-site interviews with finalists	- Interviews are scheduled - Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates if requested	1-2 days
Offer made/accepted	- If requested, Baker Tilly participates in candidate employment agreement negotiations - Baker Tilly notifies candidates of the decision - Baker Tilly confirms the final process; close out items with the City of Fernley	1-2 days

Our strategy for the recruitment of diverse candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established solid and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network and are on NFBPA's National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, recruitment strategy, and candidate pools. In every recruitment, we use our established networks to make direct and personal contacts with prospective minority and female candidates and will encourage them to consider Fernley's City Manager opportunity. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know that the Baker Tilly executive recruitment team will fairly consider each application based on qualifications and the established profile.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and remedy any discriminatory effects of business and employment practices.

Triple Guarantee

We define the success of a smooth, seamless, effective and responsive executive recruitment that culminates with hiring a highly qualified City Manager who matches the profile we developed to this end. We further define success by identifying and presenting a sufficient number of well-qualified applicants for the City Council to interview.

While we believe in the overall success of our process, we also recognize that unusual circumstances will invariably emerge. This is why we offer a trifold, industry-leading triple guarantee.

1. First, we commit to conducting your recruitment until you have selected a finalist and made an appointment for the fees and tasks quoted in this proposal. If you cannot reach an employment agreement with one of the individuals presented as finalists, Baker Tilly will identify and present a second supplemental group of qualified applicants to consider until you select a finalist.
2. Second, we guarantee your executive recruitment for 12 months against separation (voluntary or involuntary), which means that if you end the employment relationship (with or without cause) or the finalist resigns (for any reason) we will repeat the executive search at no additional professional fee but will include project-related expenses. Please note that candidates appointed from within your organization do not qualify for this guarantee. Furthermore, this guarantee is subject to further limitations and restrictions of your state laws.
3. Baker Tilly will not directly solicit any candidate selected under this agreement for any other position while the candidate remains in your employ.

Co-developing a timeline to meet Fernley's deadlines

A typical timeline is 90-120 days from project kickoff to extending an offer of employment. The Baker Tilly project team leader will discuss your anticipated or desired timeline during the initial kickoff meeting. We intend to conduct your recruitment expeditiously, but not at the expense of finding qualified applicants to present to you. For this proposal, target dates are to be determined. Once you approve, and based on mutual agreement, we will provide actual dates in our service agreement. The following is an example of a timeline for an executive recruitment process.

Your time is valuable, and one significant way we will add value to Fernley is by delivering our services on time.

PROJECT MILESTONE	DELIVERABLES
Profile development, advertising and candidate outreach	• Baker Tilly meets with City officials to develop candidate profile and recruitment brochure; City approves ad placement schedule and timeline • Baker Tilly sends draft recruitment brochure to the City • The City returns draft brochure (with edits) to Baker Tilly • Baker Tilly begins recruitment advertising and marketing • Online data collection and profile development
Applicant screening and assessment and recommendation of semi-finalists	• Baker Tilly commences formal review of applications, and the most promising candidates will be asked to complete questionnaires • Candidates complete recorded interviews online • Baker Tilly completes a formal review of applications and sends selected resumes to the City Council for review • Candidates' recorded interviews are presented

PROVIDING EXECUTIVE RECRUITMENT SERVICES

	• Baker Tilly meets with the City Council and recommends semi-finalists; City Council selects finalists for on-site interviews • Finalists complete candidate management style assessment, responses are reviewed, and interview questions are developed
Comprehensive background checks, academic verifications and reference checks completed for finalists	• Baker Tilly completes reference checks/background checks/academic verification on finalists
On-site Interviews with finalists	• Baker Tilly sends documentation for finalists to the City Council • The City Council conducts on-site interviews with finalists
Employment offer made/accepted	• The City Council extends employment offer to the selected candidate

COMMITMENT TO SUCCESSFULLY DELIVER RECRUITMENT SERVICES TO MEET FERNLEY'S REQUIREMENTS
Fernley's time is valuable. We will co-develop a timeline to provide the City's executive recruitment services on time.

Your Value Architects™

Fernley will work with a consistent team of Value Architects™ who understand your organization and can add value from day one. The combination of your engagement team's executive recruitment experience and service knowledge translates into tangible results for the City.

Aligning key engagement team members with your goals

Within Baker Tilly, our executive recruitment team consists of ten recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to your recruitment has experience working with cities, counties, special districts, not-for-profit organizations and school districts, and the many disciplines comprising the City of Fernley organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement. As such, we reflect our unique approach and individualized touch in our internal standard and commitment to outstanding service that meets or exceeds your expectations. Since 2000, our combined consultant team has conducted more than 1,675 executive searches.

1,675+ recruitments

Your engagement team has conducted more than 1,675 successful recruitment projects since 2000.

The Baker Tilly engagement team will collaborate with the City Council and others designated as your technical advisor. As such, we conduct our recruitment process effectively, efficiently, transparently and professionally, consistent with "best practices" in the public sector executive recruitment space. Our agenda is clear; "our agenda is your agenda." Our objective is to generate a list of highly qualified candidates and assist you with the screening and evaluation of these candidates to identify your next City Manager.

We have structured the Baker Tilly engagement team to draw upon our 90-plus years of collective service to the public sector and to leverage Baker Tilly's experience and capacity to find exceptional, qualified candidates.

Since its beginnings, our firm has emerged as a leader in human resource management consulting and executive recruitment. Our 45+ years of consulting experience, coupled with our unique approach and personal touch, drives our internal standard for delivering outstanding services and leading-edge results.

Your handpicked team of professionals offer a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, which means a personal interest in the City of Fernley from some of our most experienced team members.

Engagement team members are introduced on the following pages, and complete resumes are available in **Appendix D**.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR FERNLEY

Engagement leadership**Yolanda Howze, MPA, IPMA-SCP, SPHR, SHRM-SCP – Director**

205 North Michigan Avenue, 28th Floor, Chicago, IL 60601
 +1 (312) 240.3401 | yolanda.howze@bakertilly.com

Yolanda is a well-regarded, award-winning human resources professional with more than 20 years of public sector human resources experience—primarily in municipal government. Yolanda was assistant to the city manager/director of human resources with the City of University City, Missouri and director of human resources with the City of Bellaire, Texas. Before joining Baker Tilly, Yolanda was a senior consultant II with Gallagher's Human Resources Compensation & Consulting practice. She was responsible for managing projects and providing consulting services to public sector and higher education clients in all aspects of classification and compensation systems and other areas of human resources. As a human resources leader, Yolanda's experience and competencies include full cycle recruiting and retention (including executive recruiting), total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development, and safety and risk management. Yolanda earned a dual Bachelor of Arts in psychology and organizational leadership from Maryville University in St. Louis and a Master of Arts in public administration and policy analysis from Southern Illinois University-Edwardsville. Yolanda is also a Senior Certified Human Resources Professional—SPHR, SHRM-SCP, IPMA-SCP. Her peers selected her as the 2015 Texas Municipal Human Resources Association (TMHRA) Human Resources Professional of the Year.

**Donna C. Peter — Special Advisor**

15760 Ventura Blvd., Suite 1100, Encino, CA 91436
 +1 (310) 266 8497 | donna.peter@bakertilly.com

Donna's career in public sector human resources spans 30 years. She has served as director of human resources and chief negotiator for the cities of Santa Monica and Manhattan Beach, as well as a human resources consultant for the City of Lynwood and Santa Monica Community College. Donna is accomplished in all areas of human resources practices and operations and has conducted numerous executive recruitments, as well as leading and training staff in conducting effective labor negotiations. Before moving to southern California, she served in several management positions for the City of Fresno. Donna has held leadership roles with the League of California Cities, Personnel and Employee Relations Department and served on the Seminars and Webinars Committee of the Association of Workplace Investigators. Donna has made numerous presentations to national audiences at national conferences such as the International Personnel Management Association-HR and the Association of Workplace Investigators.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR FERNLEY

Consulting team**Art Davis — Director**

5440 West 110th Street, Suite 300, Overland Park, KS 66211
 +1 (816) 868 7042 | art.davis@bakertilly.com

Art is a director in Baker Tilly's executive recruitment practice. He is responsible for managing and conducting executive recruitment engagements for the firm to ensure their integrity, timeliness and adherence to budget parameters. He has more than 30 years of experience in local government, executive recruitment and organizational management. Art has served as a city administrator in Missouri and other local government positions in Kansas. He specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits. Art earned a Master of Public Administration from the University of Kansas and a Bachelor of Arts in political science and public administration from William Jewell College.

**Patricia Heminover — Director**

30 East Seventh Street, Ste. 3025, St. Paul, MN 55101
 +1 (651) 223 3058 | patty.heminover@bakertilly.com

Patty has been with the firm since 2010. She has more than 20 years of public education experience, most recently as superintendent of South St. Paul Schools in South St. Paul, Minnesota. She brings considerable experience developing budgets, leading organizational and process improvements, and successfully overseeing conflict resolution. Patty was South St. Paul Schools' director of human resources and finance before serving as its superintendent. She served for three years as the co-superintendent of schools for Cleveland Public Schools in Cleveland, Minnesota, after working as its director of human resources and business services for six years. Patty has received a School Finance Award and technology leadership awards and helped establish Minnesota's first K-12 International Baccalaureate School District. She earned a Master of Education Administration from Minnesota State University.

**Nancy Hetrick — Managing Director**

267 East Campbell Ave, Suite 200, Campbell, CA 95008
 +1 (408) 385 3412 | nancy.hetrick@bakertilly.com

Nancy is an experienced facilitator with expertise in strategic planning, team building, and facilitating problem-solving and process improvement initiatives. In addition, she is skilled in performance management, succession planning, organizational and process improvement, and budget development. Nancy led the County of San Mateo's Outcome-Based Management program and has supported local government clients with designing and implementing performance measurement systems. Nancy is an excellent facilitator and trainer. She has developed curriculum, conducted training on various topics, and routinely facilitates priority-setting and teambuilding workshops for cities, counties, and non-profit boards. Nancy is certified to administer the Myers-Briggs Type Indicator assessment instrument. Since her return to Management Partners in 2006, she has led projects with local governments, including the Bay Area cities of Rohnert Park, Redwood City, San Carlos, Fairfax, Orinda, Merced, Martinez, San Jose and Santa Cruz; the Sacramento Area Council of Governments; the Peninsula Library Partnership; and the Bay Area Counties of Alameda, San Mateo, Marin, Monterey, and Santa Clara.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR FERNLEY



Anne Lewis — Managing Director

8219 Leesburg Pike, Suite 800, Tysons, VA 22182
+1 (703) 923 8214 | anne.lewis@bakertilly.com

Anne leads Baker Tilly's public sector executive recruitment team. Before joining Baker Tilly, Anne was an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention & visitor's bureau executive director. She was also responsible for parks, recreation and community services, information technology, animal services, general services and legislative programs. She specializes in providing executive recruitment services to local governments and nonprofits. Anne holds a Master of Science and a Bachelor of Science from Shenandoah University.



Edward G. Williams, Ph.D. — Director

2500 Dallas Parkway, Suite 300, Plano, TX 75093
+1 (214) 842 6478 | edward.williams@bakertilly.com

Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across multiple disciplines, including state and municipal government, community and educational institutions. His areas of expertise include human development, process improvement, workforce planning, executive recruiting, strategic planning, management and leadership development, classification, compensation, benefits administration, performance management, employee recognition, employee wellness and benefits administration. He has served as director of human resources and organizational development for the City of Missouri City, deputy personnel director for the State of Missouri and training and performance consultant for the Metropolitan Community Colleges Business and Technology Center in Kansas City, Missouri. Edward holds a Ph.D. in Educational Leadership and Policy Analysis from the University of Missouri, an Educational Specialist degree in Higher Educational Administration, a Master of Higher Education Administration, and a Bachelor's in Education from the University of Missouri. He is bilingual and proficient (reading, writing and speaking) in Spanish.

Supporting team



Karen Edwards, SHRM-CP — Recruitment Analyst

+1 (813) 915-5616 | karen.edwards@bakertilly.com

Karen is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements. She has more than 30 years of experience in human resources, administrative positions and customer service. Karen earned a Bachelor of Science in business administration - human resource management from Western Governors University.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR FERNLEY



Michelle Lopez — Manager

+1 (651) 223 3061 | michelle.lopez@bakertilly.com

Michelle is a manager with Baker Tilly's executive recruitment practice group. Known for her attention to detail and organizational skills, Michelle is crucial in ensuring that recruitment projects are completed thoroughly and on time. She has more than ten years of experience as a critical support staff member. Her colleagues appreciate her customer service skills and determination to ensure clients and candidates remain informed and engaged throughout the recruitment process. Her responsibilities include organizing assignments and workflows, coordinating information and resources, and identifying, analyzing, and implementing solutions to ensure her team and clients always have the latest recruiting tools at their disposal. She is currently pursuing a Bachelor of Science degree in organizational leadership.



Diane Segulia — Recruitment Analyst

+1 (651) 223 3094 | diane.segulia@bakertilly.com

Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. She is a team player who prides herself on delivering high-quality work. Diane joined Baker Tilly in 2015 as the receptionist. She joined the executive recruitment practice group as an administrative assistant in October 2019 and began her role as a recruitment analyst in June 2022. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources, and collaborating with candidates and clients through all phases of an executive recruitment.



Carrie Thompson — Recruitment Analyst

+1 (703) 923 8040 | carrie.thompson@bakertilly.com

Carrie is a recruitment analyst with Baker Tilly's executive recruitment practice group. She has more than four years of experience in recruiting coordination, including interview scheduling and candidate communication. She facilitates smooth sailing during the recruitment process. Carrie runs reports, coordinates outreach and organizes essential documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success. Carrie earned a Bachelor of Arts in communication with a concentration in media production and criticism from George Mason University.

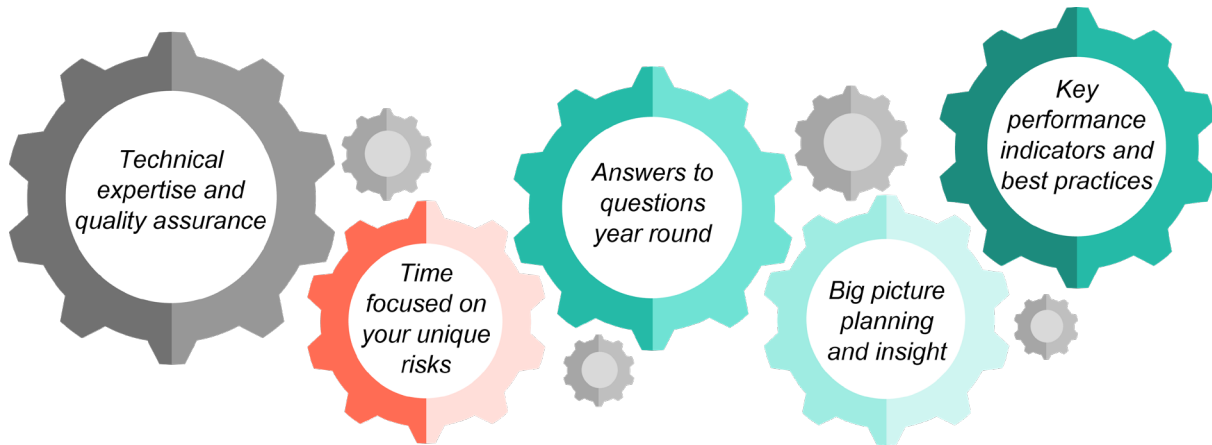
FERNLEY WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

All engagement team members are committed to Fernley's success. Their public sector experience and service expertise translates into tangible results for Fernley.

Building trust and maximizing value with significant involvement

We will be responsive to your needs, quickly resolve challenges and build trust. You can expect to receive technical insights and an approach customized to your unique structure, culture, timing and strategic goals.

The graphic below details how we will build trust and maximize value with the City.



COLLABORATING WITH YOU AS YOUR TRUSTED VALUE ARCHITECT™

Your engagement team will be deeply involved in the engagement to give them an in-depth working knowledge of your organization and processes to deliver value throughout the year.

Cultivating an engaging culture to offer a consistent public sector team that will serve you for many years

We view our commitment to staff continuity as the cornerstone of building a lasting relationship with Fernley. You can expect to see the same engagement team members every year and avoid the time and cost of onboarding a new team.

Exceptional professionals thrive at Baker Tilly because we foster an engaging culture through diversity and inclusion, work-life balance, continuous learning opportunities, career advancement and employee recognition. As evidence of our team member-focused culture, Baker Tilly proudly presents a variety of recognitions and awards. We invite you to click on the video to the right to learn more about Baker Tilly's unique culture.



EMPHASIZING OUR CULTURE

What makes our firm special? The emphasis we put on our culture. We take care of our people so we can take care of our clients.

EVIDENCE OF OUR TEAM MEMBER-FOCUSED CULTURE AND COMMITMENT TO EXCELLENCE

Baker Tilly was included in **People Magazine's 2022 Companies That Care list**, which recognizes companies who put their employees and communities first



Recognized as **one of America's Best Large Employers** in 2021 and 2022 by Forbes



Received 250+ culture awards and workplace recognitions firmwide



Ranked as a **top 10 accounting and advisory firm for workplace prestige and quality** on Vault Accounting's Accounting 50 list; **culture** is the number one reason that team members join our ranks and stay at our firm



Baker Tilly has again been certified as one of the **Best Workplaces in Consulting and Professional Services** – one of only 25 companies recognized on this list



CULTIVATING AN ENGAGING CULTURE

Our commitment to attracting and retaining a top-quality workforce benefits Fernley through engaged team members and staff continuity.

Valuable perspectives

We are always happy to provide references because it is important for you to talk with the organizations we serve. Our similar client base equals experience-derived insights for Fernley.

Demonstrating successful relationships with similar clients

Yolanda Howze is the designated project leader for your City Manager executive search. We encourage you to connect with the clients below to learn more about the value of their relationship with Baker Tilly and to verify the quality of work we have consistently delivered to each client as part of these recently completed executive recruitment projects. Each client will offer a unique perspective as you consider your own needs.

TOWN OF CARRBORO, NORTH CAROLINA			
Name	Julie Eckenrode	Title	Human Resources Director
Phone	+1 (919) 918 7308	Email	jeckenrode@townofcarrboro.org
Services	Selection of Assistant Town Manager (2023); Fire Chief (current); Public Works Director (current); Recreation, Parks and Cultural Services Director (current) and Town Manager (2021)		
CITY OF EVANS, COLORADO			
Name	Mark Clark	Title	Mayor
Phone	+1 (970) 475-2200	Email	mclark@evanscolorado.gov
Services	Selection of City Manager (2022)		
CITY OF HASTINGS, NEBRASKA			
Name	Lori Hartman	Title	Director of Human Resources
Phone	+1 (402-462-3533	Email	lhartman@cityofhastings.org
Services	Selection of City Administrator (2023)		
LEAGUE OF MINNESOTA CITIES			
Name	Laura Kushner	Title	Human Resources Director
Phone	+1 (651) 281 1203	Email	lkushner@lmc.org
Services	Selection of Executive Director (current)		
CITY OF DURANGO, COLORADO			
Name	Jose´ Madrigal	Title	City Manager
Phone	+1 (970) 375 5009	Email	jose.madrigal@durangogov.org
Services	Selection of City Attorney (2023)		

PROVIDING VALUABLE PERSPECTIVES FROM CURRENT CLIENTS

At Baker Tilly, relationships matter. Our Value Architects™ have a record of successfully enhancing and protecting similar clients' value — resulting in experience-based insights for Fernley.

Providing similar services to clients

Below is a partial list of relevant public sector executive recruitments delivered by the Baker Tilly team since 2018.

LIST OF RELEVANT PROJECTS: PRESENT — 2018				
Year	Client	State	Project	Population
Current	Canfield	OH	City Manager	7,605
Current	Greenbelt	MD	City Manager	24,921
Current	Highland Park	TX	Town Administrator	8,993
Current	Huber Heights	OH	City Manager	43,439
Current	Midland	TX	City Manager	132,520
Current	Perrysburg	OH	City Administrator	21,730
Current	Portland	ME	City Manager	66,595
Current	Spartanburg	SC	Assistant City Manager	38,732
Current	Warrenton	VA	Town Manager	10,057
Current	Wyoming	MI	City Manager	76,501
2023	Belle Meade	TN	City Manager	2,912
2023	Beloit	WI	City Manager	36,657
2023	Carrboro	NC	Assistant Town Manager	21,230
2023	Fargo	ND	City Administrator	121,889
2023	Morehead City	NC	City Manager	9,556
2022	Apex	NC	Assistant Town Manager	58,780
2022	Beaumont	TX	City Manager	118,428
2022	Belton	MO	City Manager	23,480
2022	Blue Springs	MO	City Administrator	54,850
2022	Branson	MO	City Administrator	10,000
2022	Brevard	NC	City Manager	7,900
2022	Buda	TX	City Manager	15,108
2022	Denton	TX	City Manager	136,195
2022	Evans	CO	City Manager	22,165
2022	Golden	CO	City Manager	20,399
2022	Harrisonburg	VA	City Manager	54,033
2022	Hastings	NE	City Administrator	25,152
2022	Hutchinson	KS	City Administrator	40,006
2022	Joplin	MO	Assistant City Manager	50,386
2022	Kinston	NC	City Manager	20,083
2022	La Marque	TX	City Manager	16,627
2022	Minnetrista	MN	City Administrator	7,621
2022	North Kansas City	MO	City Administrator	4,477
2022	Oak Hill	TN	City Manager	4,587
2022	Oakland	CA	Deputy City Administrators	440,646
2022	Overland Park	KS	City Manager	191,278

LIST OF RELEVANT PROJECTS: PRESENT — 2018

Year	Client	State	Project	Population
2022	Plain City	OH	Village Administrator	4,065
2022	Port Arthur	TX	Assistant City Manager	53,937
2022	Rockville Economic Dev Inc	MD	Women's Business Ctr - Managing Director	67,117
2022	Salisbury	NC	City Manager	33,727
2022	Shorewood	MN	City Administrator	7,974
2022	Spicer	MN	City Administrator	1,188
2022	Staunton	VA	City Manager	25,750
2022	Westminster	CO	City Manager	116,317
2022	Willmar	MN	Assistant City Administrator	19,628
2021	Carrboro	NC	Town Manager	21,230
2021	Clearwater	FL	City Manager	115,159
2021	College Park	MD	City Administrator	32,196
2021	Corpus Christi	TX	Assistant City Manager	323,733
2021	Evansville	WI	City Administrator/Finance Director	5,378
2021	Grand Rapids	MI	Deputy City Manager	192,294
2021	Greeley	CO	City Manager	105,888
2021	Huntington Beach	CA	Interim Admin Services Director	200,259
2021	Inver Grove Heights	MN	City Administrator	34,344
2021	Kimball	NE	City Administrator	2,578
2021	Long Grove	IL	Village Manager	7,956
2021	Louisville	CO	City Manager	20,860
2021	Moline	IL	City Administrator	41,902
2021	Riverside	OH	City Manager	25,093
2021	Rockville	MD	Deputy City Manager	66,940
2021	Scotts Valley	CA	Interim City Manager	12,000
2021	Shakopee	MN	Assistant City Administrator	40,731
2021	Sidney	OH	City Manager	20,590
2021	Stonecrest	GA	City Clerk	54,202
2021	Windsor	CA	Interim Town Manager	27,447
2021	Woodlawn	OH	Village Manager	3,365
2020	Clayton	OH	City Manager	13,269
2020	Fairmont	MN	City Administrator	10,126
2020	Front Royal	VA	Town Manager	15,239
2020	Herington	KS	City Manager	2,304
2020	Kansas City	MO	City Manager	488,943
2020	Lake Ozark	MO	Asst City Admin/Community Eco De Dir	1,792
2020	Maple Plain	MN	City Administrator	1,807
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Middletown	OH	City Manager	48,121
2020	Missouri City	TX	City Manager	74,705

LIST OF RELEVANT PROJECTS: PRESENT — 2018

Year	Client	State	Project	Population
2020	Moose Lake	MN	City Administrator	2,798
2020	Oakdale	MN	City Administrator	28,083
2020	Rochester	MN	City Administrator	114,011
2020	Scottsbluff	NE	City Manager	14,874
2020	Springdale	OH	Assistant City Administrator	11,223
2020	St. Joseph	MO	City Manager	74,959
2019	Beeville	TX	City Manager	12,937
2019	Cloquet	MN	City Administrator	11,938
2019	Cupertino	CA	Interim Assistant City Manager	85,302
2019	Forest Park	OH	City Manager	18,723
2019	Hobbs	NM	City Manager	37,764
2019	Lake Lotawana	MO	City Administrator	2,099
2019	Minerva	OH	Village Administrator	3,640
2019	Norman	OK	City Manager	122,843
2019	Paris	TX	City Manager	24,800
2019	Park City	KS	City Administrator	7,499
2019	Port Arthur	TX	City Manager	53,937
2019	Santa Fe	NM	City Manager	83,776
2019	Willmar	MN	City Administrator	19,628
2018	Addison	TX	City Manager	15,368
2018	Asheville	NC	City Manager	89,121
2018	Ashland	OR	City Administrator	21,636
2018	Avondale	AZ	City Manager	89,330
2018	Belle Plaine	MN	City Administrator	6,838
2018	Billings	MT	City Administrator	110,323
2018	Burnsville	MN	City Manager	61,434
2018	Christiansburg	VA	Town Manager	21,533
2018	Emeryville	CA	Interim City Manager	12,000
2018	Grand Rapids	MI	City Manager	192,294
2018	Herington	KS	City Manager	2,362
2018	Kingman	AZ	City Manager	29,029
2018	Maricopa	AZ	City Manager	46,903
2018	Middleburg	VA	Town Administrator	828
2018	Milpitas	CA	Interim City Manager	78,000
2018	Montgomery	OH	City Manager	10,440
2018	Mora	MN	City Administrator/Public Utilities GM	3,453
2018	Salina	KS	City Manager	46,994
2018	Shawnee	KS	City Manager	64,323
2018	Springdale	OH	City Administrator	11,223
2018	York	PA	Business Administrator	43,859

Value for fees

Value means more than simply checking boxes and meeting your requirements. Value means services that lead to meaningful insights, help improve efficiencies and direct more dollars and resources to achieve Fernley's mission.

Delivering a professional fee estimate for the City of Fernley

We are excited about the opportunity to work with Fernley and have prepared the below fee estimate to meet the City's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-on or startup charges.

The all-inclusive professional fee includes the cost of professional services by the engagement team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site interviews with finalists. Baker Tilly is not responsible for candidates' travel expenses to client location for on-site interviews. Clients generally manage these matters directly with the finalists.

Baker Tilly will bill for this engagement in four installments: 30% upon execution of this agreement, 30% at Phase I, 30% at Phase II, and 10% upon acceptance of an employment offer by the finalist. The fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice the City for any unpaid portion of the fee.

Feel free to direct all questions regarding the professional fee and project-related expenses to Yolanda Howze via email at yolanda.howze@bakertilly.com or via phone at +1 (312) 240 3401.

PROPOSED SERVICES	
Phase I	
Task 1 — Candidate profile development/advertising/marketing	
Task 2 — Identify quality candidates	
Phase II	
Task 3 — Screening of applications and submission of recommended semi-finalists to the client	
Task 4 — Reference checks, background checks and academic verifications	
Phase III	
Task 5 — Final process/on-site interviews with finalists	
Conclusion	
Assistance and technical support for total rewards (salary and benefits), employment offer negotiation, offer and acceptance by finalist	
TOTAL ALL-INCLUSIVE FEE*	\$24,950

* BAKER TILLY MAY CONSIDER A PROFESSIONAL FEE REDUCTION OF 10% if the City of Fernley is provided additional recruitments during the subsequent 12-month period.

OPTIONAL SERVICES FOR CONSIDERATION	FEE
At your request, Baker Tilly can conduct a web-based community survey to help your organization identify critical issues or priorities that your organization may consider as you launch an executive search. Depending on your need, we administer the survey, which your residents, community leaders, employees or designated key stakeholders may complete. Please note that this type of survey may alter the overall project timeline.	\$1,650
On rare occasions, a client desires the delivery of additional search-related services from the Baker Tilly executive search team. Services not included in the proposed scope of services include additional visits by the project team leader to your organization. Baker Tilly will bill Fernley at an hourly rate of \$300, plus expenses for additional work requested explicitly by your organization outside this project's scope or as described in the proposed scope. Before beginning these services, Baker Tilly will prepare and submit a written explanation of the additional services requested and the estimated number of hours required before commencing any additional services.	\$300 per hour plus expenses

BAKER TILLY CAN PROVIDE OPTIONAL SERVICES

The City of Fernley may benefit from the additional services we offer. No additional services will be billed without the express consent and agreement with the City.

Negotiations

If selected, we will provide the City of Fernley with our standard engagement terms. Should the City wish to provide alternate terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.

Supporting Fernley with our value-for-fees approach

We will provide the highest quality service for a fair and reasonable fee. Below is an overview of our value-for-fees approach and how it benefits you.

 A team that works with a similar client base and is ready to lead a smooth and beneficial transition	 Frequent check-ins and timely responses to your inquiries	 Controlled costs through a service approach designed for your organization; no surprise billing or add-on charges	 Knowledge retention through a commitment to staff continuity	 Proactive ideas and industry insight shared year-round via complimentary articles, toolkits, webinars, e-books, alerts, whitepapers and newsletters
 Support from the full breadth and depth of Baker Tilly's resources across the U.S. and around the world	 Practical, <u>flexible</u> and collaborative approach designed for your unique needs	 Full range of service solutions to grow with your needs	 Use of innovative technology and software tools to support real-time communication, efficiencies and compliance	 High level of experienced partner and manager involvement for a big-picture perspective

COMMITMENT TO VALUE FOR FEES

Fernley can expect exceptional service paired with a fair, competitive fee arrangement that allows us to deliver continuous value throughout our relationship.

Appendix A: Prioritizing Diversity, Inclusion and Belonging for Success (DIBS)

At Baker Tilly, DIBS is who we are rather than what we do. Creating an environment where all team members are valued empowers us to bring our authentic selves to work each day. When our contributions reflect our individual best, we achieve better results for Fernley.

Prioritizing Diversity, Inclusion and Belonging for Success (DIBS)

Belonging is a core Baker Tilly value. We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. Each team member commits to upholding a diverse and inclusive workplace driven by fairness, compassion and equality.



**MEET SHANE LLOYD,
DIBS STRATEGY LEADER**
*In his role as Head of
Diversity, Inclusion and
Belonging at Baker Tilly,
Shane oversees our
company's DIBS initiatives
and serves on influential
national diversity and
inclusion boards.*

Throughout our firm, you will find our DIBS philosophy and practices embedded into everything we do. We hire people who bring new perspectives and experiences, including Shane Lloyd, who joined Baker Tilly as our [DIBS strategy](#) leader in 2021. Shane was named to the Washington Business Journal's 2022 "40 under 40," a prestigious list that recognizes individuals with impressive careers who demonstrate a strong commitment to philanthropy and community building.

Shane was also selected as Program Chair to The Conference Board's Diversity, Equity and Inclusion (DEI) Strategists Council I, where he will strategize on key topics and trends to educate and connect other senior DEI leaders in the corporate space. Read more about the council [here](#).

We embrace our differences and believe a more open, connected world serves everyone better. DIBS is the lens that helps us see things more broadly and lights the path for us to follow. This benefits our people, our clients and our communities. [Watch this video](#) to learn more about the ways Baker Tilly celebrates diversity, inclusion and belonging and values the contributions of every team member across our firm.

DIBS steering committee

Baker Tilly's national DIBS steering committee is designed to strengthen our firm's culture of diversity, inclusion and belonging.

A cross-section of leaders across our firm oversees our strategy – from inclusion-related communications to accountability measures for our key diversity goals and coordination of our signature initiatives described below and on the following pages.



**WE EMBED DIBS INTO ALL
ASPECTS OF OUR BUSINESS**
*From how we recruit, develop and
promote team members, to the
way we serve clients and treat
each other. Day in, day out.*



Growth and Retention of Women (GROW)



Through our GROW initiative, Baker Tilly provides women valuable opportunities to network, share their stories, acquire skills, strengthen professional relationships and advance in their careers. Our commitment to GROW increases the number of women in management positions, enhances the retention of women at all firm levels, creates an environment where women feel empowered and supports our advocacy of advancing women in business.

It also helps us share knowledge gained with clients and creates a workforce that reflects our client base.

Supporting Opportunity, Advancement and Recognition (SOAR)



SOAR focuses on improving inclusion and increasing retention of team members of color to create a more inclusive, innovative and productive workforce. Diversity makes each of our professionals unique; inclusion is how that unique team collaborates to achieve common goals. Our SOAR strategy rests on four key pillars: talent acquisition, advancement, education and awareness, and recognition.

NexGen: joining workforce generations



Today, four generations coexist in the workplace – baby boomers, Gen X, millennials and Gen Z – and each brings unique viewpoints influenced by events and experiences in their lifetime. With NexGen, we aim to empower the next generation of team members to collaboratively engage in our firm's

progress while promoting an overall investment in our future. Key components of NexGen's vision involve discovering how different generations can build rewarding professional relationships that are mutually beneficial. NexGen amplifies the voices of our firm's next generation of professionals, providing leadership and growth opportunities along the way.

PRIDE team member network



Our PRIDE team member network exists to support the LGBTQ+ community and their allies within Baker Tilly. We strive to create an open environment centered on LGBTQ+ issues and topics relevant to the workplace. This effort includes involvement, support, understanding and acceptance from colleagues across our firm.

Racial Equity Action Plan (ACTION) and focus on social justice



Our firm developed an ACTION plan to support our strategic goal of increasing the retention of team members of color and to create positive change in our communities and our profession. As initial steps in our plan, we convened our DIBS steering committee and formed a racial equity advisory group consisting of a diverse group of team members. We then worked closely with a highly

respected consulting firm to assess the current state of our workplace as it relates to diversity, inclusion and racial equity. We used their recommendations to refine our DIBS strategic plan and inform the next steps in our journey.

Baker Tilly team members continue to take the time to have difficult conversations and reflect deeply. Colleagues shared stories of how racism and discrimination affect their daily lives – stories they did not feel comfortable sharing before. Others gained new insight into their own unconscious biases and the steps needed to overcome them. We are committed to continuing on this learning journey and achieving tangible results together.

Baker Tilly Foundation support for racial justice advocacy



As a firm, we have made our position clear: We stand against racism and discrimination in any form. Our Baker Tilly Foundation's board of directors, with input from our team members, selected key racial justice organizations as recipients of direct financial support from our firm with a commitment to match team member donations. Additionally, our local SOAR committees support social justice causes across the United States through event sponsorship, fundraising initiatives and volunteer engagement.

Baker Tilly backs Human Rights Campaign initiatives and national associations for accountants of color

In May 2022, Baker Tilly signed on to the Human Rights Campaign's [Business Statement Opposing Anti-LGBTQ State Legislation and Business Coalition for Equality Act](#), taking a stand against legislation that would attempt to exclude LGBTQ+ people from full participation in daily life and promoting workplace equality.

Baker Tilly is also expanding our connections and alignment with key professional organizations. We are a Platinum Sponsor of the 2022 National Association of Black Accountants (NABA) National Convention and a participant in conferences for the Ascend Pan-Asian professional network and the Association of Latino Professionals in Finance and Accounting (ALPFA).

Tone from the top: CEO Action for Diversity & Inclusion

CEO **ACTION** FOR DIVERSITY & INCLUSION

Baker Tilly is a member of [CEO Action for Diversity & Inclusion](#), a steering committee of CEOs focused on making diversity and inclusion a business priority. CEO Action for

Diversity & Inclusion is the most extensive alliance of business leaders openly committed to sharing successful diversity initiatives and lessons learned. **As a member, Baker Tilly pledges to:**

- Make our workplace a safe place to have open conversations about diversity and inclusion
- Implement and expand unconscious bias education
- Share best, and unsuccessful, practices
- Create and share strategic inclusion and diversity plans with our board of partners



**BAKER TILLY RECOGNIZED WITH
PERFECT SCORE ON CORPORATE
EQUALITY INDEX**

The Human Rights Campaign awarded Baker Tilly 100 points out of 100 on the 2022 Corporate Equality Index (CEI), an industry-standard measure created to evaluate corporate policies, practices and benefits that support LGBTQ+ team members.

As evidence of our commitment to DIBS, examples of public recognition received in recent years are listed below.

PUBLIC RECOGNITION AND AWARDS FROM INDEPENDENT PUBLICATIONS FOR OUR DIBS EFFORTS

Named to the [Forbes Best Employers for Diversity 2022](#) list

Winner of the 2022 [Human Rights Campaign Foundation's Best Places to Work](#)

Ranked #7 in the [2023 Vault Accounting 25](#), receiving special recognition for improving our diversity scores in every area, including categories for women, racial/ethnic diversity, LGBTQ+ and overall diversity ranking

[Business Wire](#) and [Inside Public Accounting](#) articles on Shane Lloyd's appointment as Baker Tilly's Head of Diversity, Inclusion and Belonging

[Podcast with Shane Lloyd](#) on diversity

Host of 2020 "[Diversity Well Beyond the Theory: The 'how' in recruitment, retention and inclusion](#)" event in Tysons, Virginia

Recognition as 2018 [Corporate Partner of the Year](#) by the National Association of Black Accountants (NABA) Metropolitan Washington, D.C. Chapter

Winner of Corp! Magazine's "[Salute to Diversity](#)" Award

Journal of Accountancy article featuring Baker Tilly's diversity initiatives: "[The business case for diversity and inclusion at CPA firms](#)"

Pennsylvania Institute of Certified Public Accountants (PICPA) article by a Baker Tilly team member discussing her experience with diversity at our firm: "[CPA Now - My Experience with a Diversity Initiative](#)"

Twin Cities Business article highlighting Baker Tilly's commitment to our GROW initiative: "[All In: Hiring Women Executives](#)"

Appendix B: Sample brochure



CITY MANAGER

CITY OF PORTLAND, MAINE

First Review of Applications: February 16, 2023

THE COMMUNITY

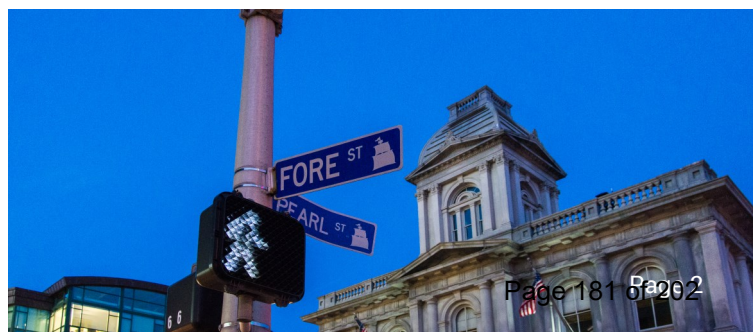
Located in the scenic Northern New England, the City of Portland is the population, financial, and cultural center of the State of Maine. Historic architecture blends with new; a working waterfront borders the cobblestone streets of Old Port and vibrant Arts District, which is pebbled with five-star gourmet restaurants.

Portland offers world class events at Merrill Auditorium, an AA league professional baseball team, minor league hockey team, and NBA G-League basketball team. Portland residents and visitors alike enjoy miles of trails, parks, and beaches, as well as ski resorts, lakes, and mountains within just a few miles of the city's borders. The Portland Harbor is the heart and soul of this dynamic city, accommodating container ships and luxury cruise ships along with ferries and colorful pleasure boats. Its natural deep water, ice-free harbor is among the best protected on the East Coast. Commercial fleets as well as passenger boats find a welcome refuge here as they enjoy the rare beauty and great opportunities the Portland area provides.

The City of Portland showcases its strength in education by being home to the University of Southern Maine, the University of New England, the Muskie Graduate School of Public Service, the University of Maine Law School, the Roux Institute of Northeastern University, and the Maine College of Art & Design. The Southern Maine Community College System is just a short drive across the Casco Bay Bridge. The Portland Public Schools is also Maine's largest school district, with approximately 6,500 students, and is the most diverse. About one-third of the district's students come from homes where languages other than English are spoken—a total of more than 50 languages. 51 percent of the district's students are white and 49 percent are students of color. Approximately half of PPS students qualify for free or reduced-price school meals. While City officials welcome this diversity, as it adds dimension to our community and greatly enhances our culture, it also adds some complexity to meeting residents' needs.

Portland has been nationally recognized as one of the best places to live, ranked #8 on U.S. News & World's Report's 2022-2023 Best Places to Live! and is named on Livability.com's on the top 100 places to live in the U.S. The City is also known for its best practices, opportunities, and work towards diversity and inclusion. The City has earned a 96 on the Human Rights Campaign's MEI Scorecard (2022), due to its commitment to inclusive policies and ordinances, and became the first city in Maine to become Certified Welcoming and was among the first in the New England region to earn this status. In testament to Portland's commitment to being a welcoming city, the City has continued to be a sought-after destination by asylum seekers and refugees. The City's Health and Human Services Department operates two emergency shelters, one for single adults and one for families, and has consistently been providing shelter to more than 1,000 people on a nightly basis for over a year.

Portland is a city of neighborhoods rich in diversity of character and design and offering a broad spectrum of housing choices for residents from dense urban neighborhoods to island communities. While it is the largest city in Maine with a metro population of 230,000, Portland still maintains its small-town feel with a strong sense of community and neighborhood support.

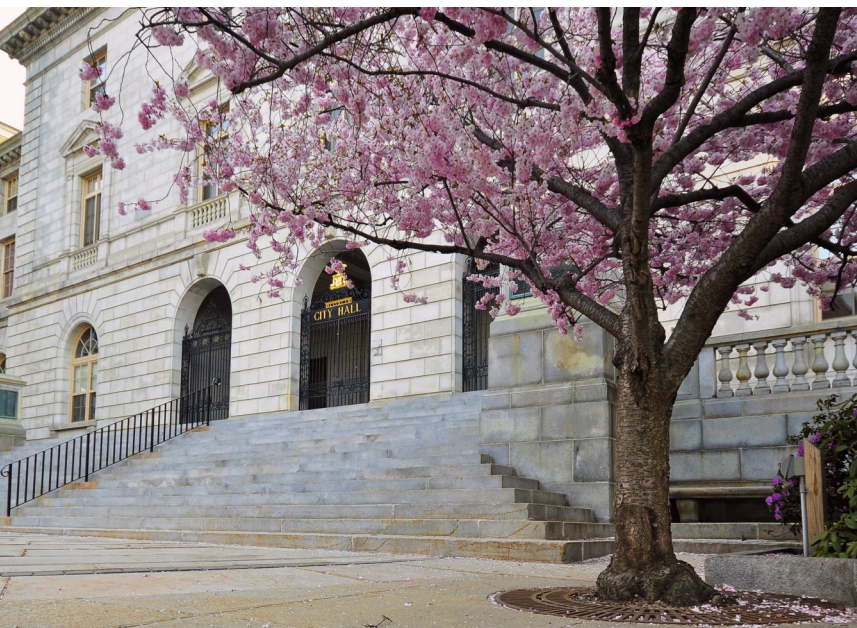


THE ORGANIZATION

The City of Portland operates under a Council-Manager form of government with a nine-member City Council. Each of the city's five voting districts elects one Council member, with an elected Mayor and three at-large members elected by the entire city. The Mayor is elected for a four-year term and Councilors are elected for three-year staggered terms. The City Council provides community leadership and develops policies to guide the city by setting strategic goals, passing ordinances, adopting resolutions, and appointing the City Manager, Corporation Counsel, and City Clerk.

The City Manager oversees the day-to-day operations of the city. They are the Chief Administrative Officer of the city and responsible to the City Council for the administration of all departments. The City Manager prepares the annual budget and presents it to the City Council for approval. In addition, the City Manager's office directly oversees the City's economic development, waterfront policy, island and community outreach, and regional communications operations in the Portland area, which includes the City, South Portland, and the Town of Cape Elizabeth.

The City of Portland is widely recognized as a well-managed, full-service municipality providing valued services to its residents. In fiscal year 2022-23, the City Council approved a General Fund Budget of \$212 million with 1,271 full time employees.



68,313
Population



\$212M
City Budget



1,271
FTEs

THE POSITION

The City Manager is part of the Executive Department and serves as the chief administrative officer of the city. The Manager's primary responsibilities include providing and maintaining essential city services through the efficient and effective management and operation of the city under the direction of the Mayor and City Council. The City Manager executes the policy direction set by the Mayor and City Council and directs the day-to-day operations of the City through the management of 13 city departments and over 1,200 employees. The City's Corporation Counsel and City Clerk are under the direction of the Mayor and City Council.

The City Manager is responsible for preparing and administering the annual budget approved by the City Council, developing and administering city policies and personnel under their authority, and recommending new policies or programs to the City Council. The City Manager represents the City of Portland, ensuring that citizen complaints are handled professionally and serving as a member and city representative for a variety of boards, organizations, committees, and commissions.

DESIRED CAPABILITIES

The ideal candidate must be able to establish and maintain effective working relationships with elected officials, the city's leadership team and staff, and the community while remaining apolitical. The future City Manager will have a commitment to foster collaboration and communication, create an inclusive work environment with the city staff, and invest in their people to create an inclusive environment. The City Manager will be collaborative, approachable, and a strategic leader that is visible and accessible to the City Council, staff, and to the public. Candidates should possess a record of exceptional leadership and unquestioned personal and professional ethics and be able to use a collaborative and team-oriented approach. They should have the ability to effectively speak in public, write proficiently, and encourage effective communication and transparency throughout the city organization.

The next City Manager will be a strategic and innovative thinker who is collaborative and responsive to all stakeholders and able to bring new ideas and programs to the City Council to better serve the community. They will be diplomatic, honest, and confident to ensure that the community's trust in the city is enhanced and sustained. They will be a proven and successful leader who upholds Portland's values, leads by example, and inspires respect from the leadership team and staff. Desirable candidates will be experienced in municipal finance and budgeting, with an ability to lead and manage a multi-faced full-service organization.

The next City Manager must be sensitive to the culture of both the organization and community and possess the ability problem solve while remaining focused on innovation and the pursuit of continuous improvement. Candidates with a record of listening to and facilitating compromise and problem solving among competing stakeholder interests will have an advantage. The City Manager will be expected to effectively negotiate on behalf of the city with developers, neighborhood groups, and other governmental and nonprofit agencies. Experience working for a similar sized municipal or county organization or an organization of similar complexity in an executive and management capacity is important.

The selected candidate will be an effective team builder focused on leadership development and succession planning and should exhibit a collaborative style that is committed to mentoring and developing employees. Skills in organizational development and building a strong leadership team are equally important. The City Manager will have the opportunity to build a strong executive team and having the ability or experience in working with a diverse population or workforce will be an advantage.





LEADERSHIP OPPORTUNITIES

Below is a brief list of opportunities in which the next City Manager will be focused but is not considered all-inclusive:

Organizational Management and Development. The City Manager will fill the senior leadership team positions at the department director level and build a cohesive team through a strong leadership style which comes through vision, trust, respect, effective communication, and relationship building. With over 200 staff openings, the City Manager will ensure the city has a plan to recruit and retain a highly qualified workforce that represents the diversity of the City of Portland.

Climate Action. The City of Portland is implementing a forward thinking plan, with collaboration reduce community wide greenhouse gas emissions by 80% by 2050 and transition to 100% clean energy for municipal operations by 2040. The Portland City Council approved the One Climate Future Plan with South Portland, and the City Manager will work to implement the 68 strategies outlined. To view the strategies and learn more about this plan, please visit: <https://www.oneclimatefuture.org/>.

Improving and Streamlining the Permitting Process. The Permitting and Inspections Department is currently implementing improvements to streamline the permitting Process. This includes the implementation of an updated version of Energov software and creating policies around new technologies. The City Manager will have the opportunity to work with various departments to improve the permitting processes for residents and customers.

Affordability and Economic Opportunities. The City of Portland has experienced growth and the impacts of tourism. It is working on various development projects to increase access to rental, home ownership, and cooperative housing at all levels of affordability for the unhoused or housing insecure. This continues to challenge city services and staff's ability to respond. The City's economic development approach needs to be clearly defined with benchmarks and regular report updates.

Public Safety Review. Alongside the Racial Equity Steering Committee, the City Manager will examine the role the police play in our community, and work alongside area agencies, organizations, and non-profits to enhance public safety in the City. The Police Department requested a report by the University of Southern Maine and Northeastern University to analyze data between 2018 and 2020 (Assessing Arrest & Traffic Stop Patterns in Portland, ME)

Justice, Diversity, Equity, and Inclusion. The City Manager will provide vision for implementation of changes related to two important work efforts in Portland. In 2021, the City of Portland's Racial Equity Steering Committee completed a review to address the charges outlined in Resolve #1, passed by City Council in July 2020. Work of the RESC can be found at [Racial Equity Steering Committee | Portland, ME - Official Website \(portlandmaine.gov\)](https://portlandmaine.gov/racial-equity-steering-committee). Subsequently, Portland has created the City's first Office of Justice, Diversity, Equity, and Inclusion. The JDEI Director will act as an advisor to the City Manager on issues of diversity, equity, and inclusive practices throughout both the City government and throughout the broader community.

EDUCATION AND EXPERIENCE

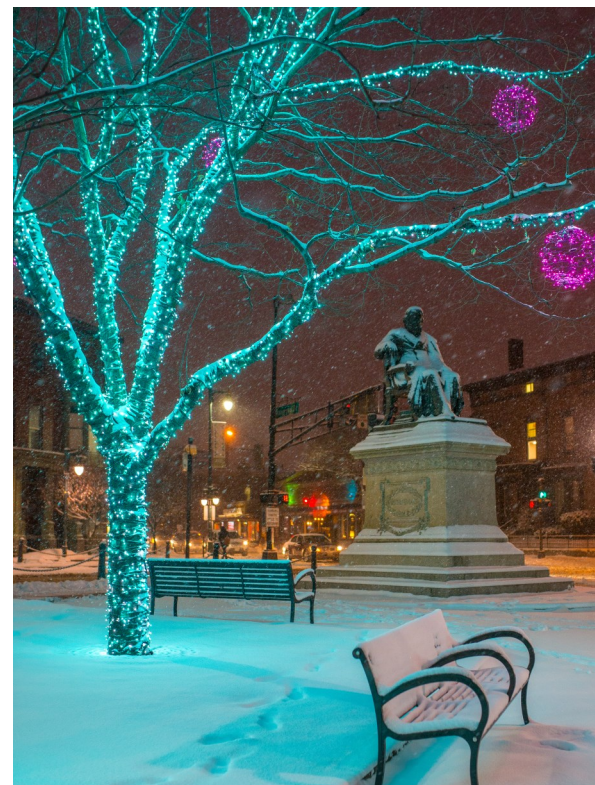
A bachelor's degree from an accredited college or university in public administration, business administration, or a closely related field, and considerable experience in a responsible managerial position, preferably in local government is required. Experience in municipal management, financial management, accounting procedures, budgeting, and investments is preferred. The ideal candidate should have working knowledge of principles of personnel administration and labor relations. Experience in a union environment is desired.

A master's degree is preferred. The ideal candidate should possess or have the ability to obtain a valid Maine driver's license.

COMPENSATION AND BENEFITS

The annual salary range for this position is **\$190,000 - \$225,000** depending on skills and experience plus an annual bonus (subject to approval of a majority of the Councilors), along with excellent qualifying employee benefits including either Maine Public Employees Retirement System consolidated plan in the City's regular plan, or in the City's qualified 401a defined contribution plan, 100% medical employee only coverage subject to completion of wellness activities, automobile allowance, vacation and sick leave accruals and 13.5 paid holidays. Potential for remote / flexible work capability as appropriate.

More information on our benefits can be found at [Benefits | Portland, ME - Official Website \(portlandmaine.gov\)](https://portlandmaine.gov/benefits).



APPLICATION AND SELECTION PROCESS

We invite qualified professionals to submit a cover letter and resume by visiting our website at:

Governmentjobs.com/Careers/Bakertilly

This position is open until filled; however, a first review of resumes will occur on **Thursday, February 16, 2023**. Following this date, applications will be screened against criteria outlined in this brochure. The City will consider offering an interview to candidates named as finalists, with reference, background, and academic verification checks conducted after receiving candidates' permission.

For more information, please contact Anne Lewis at Anne.Lewis@Bakertilly.com or 703-923-8214.

The City of Portland is strongly committed to diversity in its workforce.
We are an Affirmative Action/Equal Employment Opportunity Employer.

[Please view the City of Portland's YouTube video here by clicking here](#)

[Live & Work in Maine](#) is a great website with useful information about living and working in Maine, including the Portland area.

[Click here to view the complete job description for the City Manager](#)



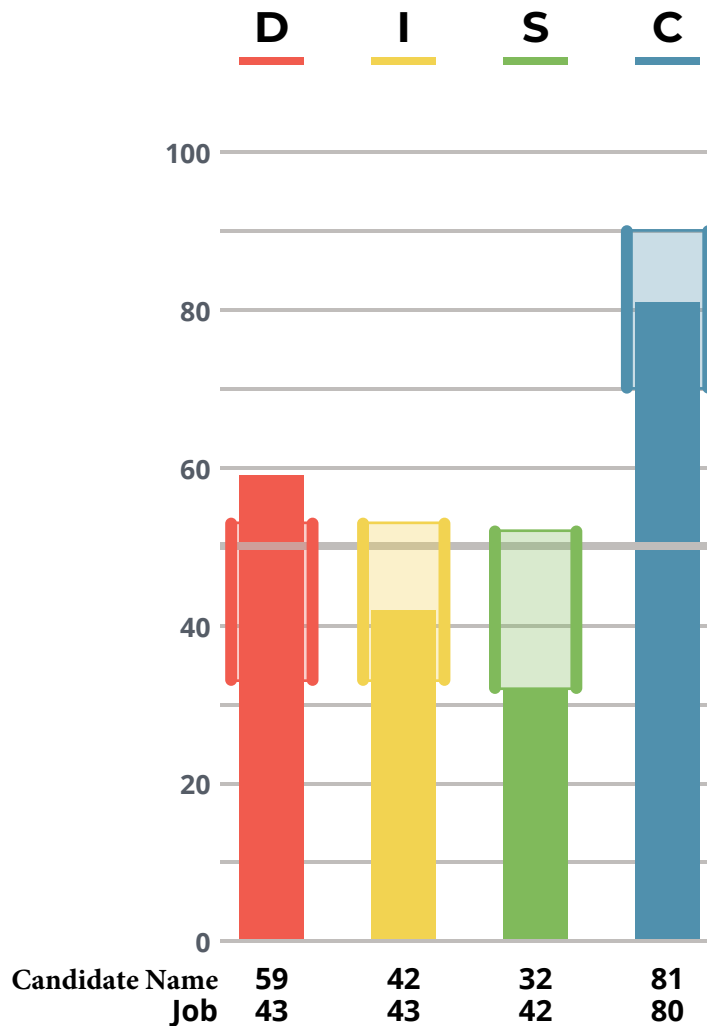
Appendix C: Sample TTI report

Workplace Behaviors®



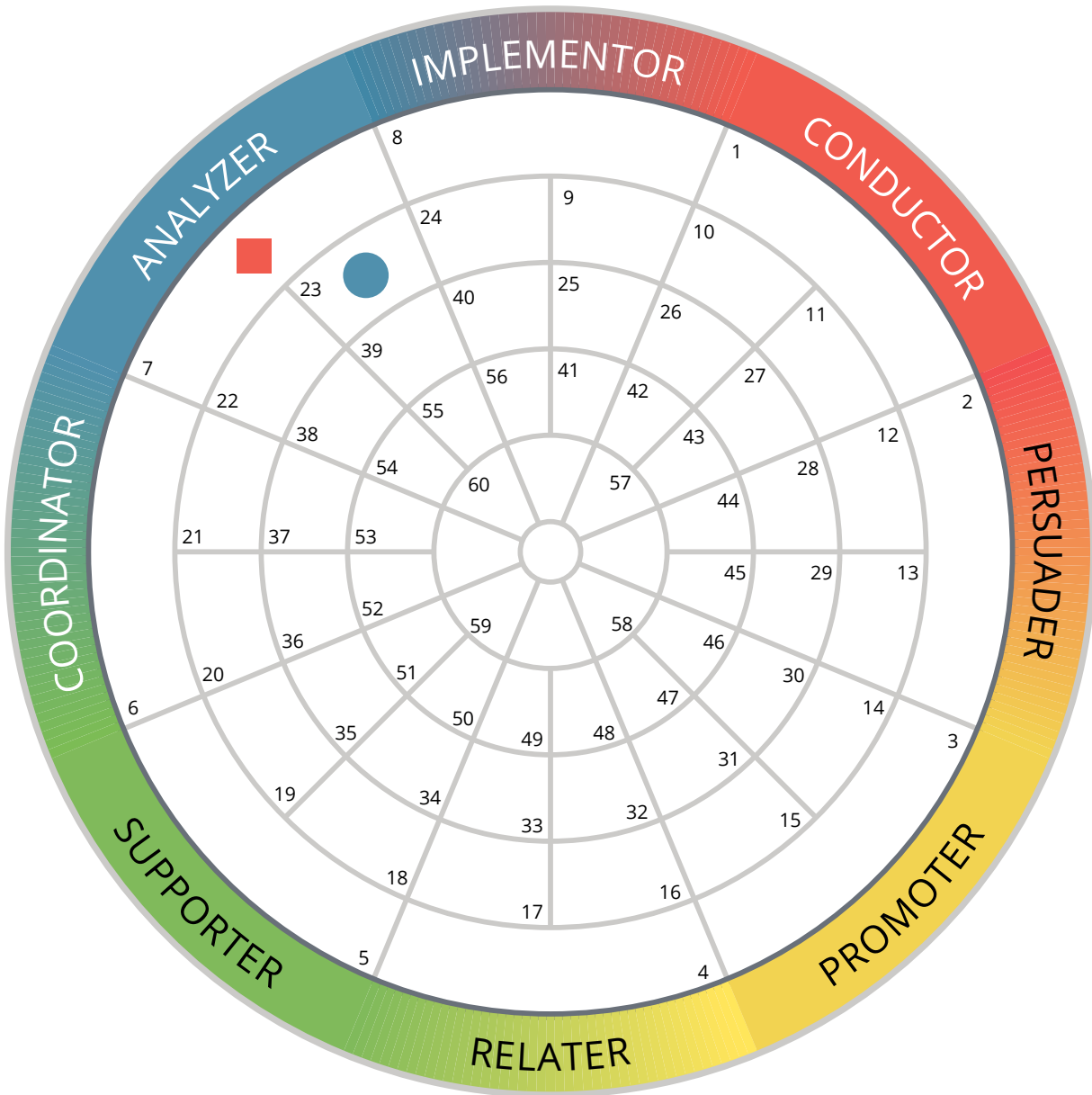
Candidate Name

The following graph is designed as a visual comparison between the position and the applicant for each behavioral factor. The highlighted area denotes the position-related score for each behavioral factor. The applicant's score is denoted by the darker red, yellow, green and blue line. The closer the applicant's score aligns to the position's score, the better the applicant will perform in the position with respect to behavior.



Job Range (20 point range)

The Success Insights® Wheel



Job - (7) ANALYZER

Candidate Name - (23) IMPLEMENTING ANALYZER

Comparison Analysis

For Consulting And Coaching



Job Competencies Hierarchy	Zone Range	Person
1. Time and Priority Management	79 — 100	62 
2. Self Starting	87 — 100	61 
3. Decision Making	94 — 100	88 
4. Personal Accountability	85 — 100	58 
5. Diplomacy	72 — 100	66 
6. Teamwork	74 — 100	67 
7. Project Management	82 — 100	69 

Primary Driving Forces Cluster	Zone Range	Person
1. Collaborative	58 — 100	46 
2. Harmonious	36 — 58	24 
3. Altruistic	35 — 59	21 
4. Structured	36 — 58	46 

Job Behavioral Hierarchy	Zone Range	Person
1. Organized Workplace	81 — 100	85 
2. Analysis	54 — 80	80 
3. Persistence	62 — 80	65 
4. Following Policy	61 — 80	70 

 Exact match
  Fair compatibility
  Good compatibility
  Poor compatibility
  Over-focused

Candidate Name

Appendix D: Engagement team member resumes

DIRECTOR

Yolanda Howze, M.P.A., IPMA-SCP, SPHR, SHRM-SCP

Yolanda Howze, a director with Baker Tilly, brings more than 25 years of public sector experience, including 20 years as a multifaceted and competent human resources leader.



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Education

Dual Bachelor of Arts in
psychology and organizational
leadership
Maryville University
(St. Louis, Missouri)

Master of Arts in public
administration and policy analysis
Southern Illinois University
Edwardsville (SIUE)

Yolanda is a well-regarded, award-winning human resources professional with more than 20 years of public sector human resources experience, primarily in municipal government.

Having worked in the public sector for more than 25 years, Yolanda is passionate about her craft and being of service to others, which, in addition to her employment experience, she has demonstrated through professional conference presentations/speaking events and serving on local and regional boards and committees including IPMA-HR, as well as other community involvement.

Specific experience

- Human capital professional and administrator executive
- Executive recruitment, total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development and safety and risk management

Industry involvement

- International Public Management Association - Human Resources (IPMA-HR)
- Society for Human Resource Management (SHRM)
- Texas Municipal Human Resources Association (TMHRA)
- IPMA-HR Texas Chapter, (former) Conference Program Committee
- IPMA-HR Central Region, (former) vice president ('10)
- IPMA-HR Central Region, (former) former Secretary-treasurer ('09-'10)
- IPMA-HR Greater St. Louis Chapter, (former) president

Continuing professional education

- International Public Management Association-Human Resources (IPMA-HR)
- IPMA-HR Greater St. Louis Chapter
- Human Resources Certification Institute (HRCI)
- Society for Human Resources (SHRM)

SPECIAL ADVISOR

Donna Peter

Donna's career in public sector human resources spans 30 years.



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Education

Master of Business Administration
California State University, Fresno

Bachelor's degrees in social
welfare and child development
California State University, Chico

Donna is skilled in organizational development and helping agencies optimize their operations. Donna is accomplished in all areas of human resources practices and operations, executive coaching, and leading and training staff in conducting effective labor negotiations.

Specific experience

- Human Resources executive with expertise in all aspects of human resources, labor relations, employee engagement, leave management, and employee benefits
- Developed policies for local governments' remote workforce
- Conducted and overseen numerous executive recruitments for local governments
- Served as director of Human Resources for two California cities
- Leadership roles with the League of California Cities and the Association of Workplace Investigators
- Extensive experience creating and managing leadership and supervisory training programs, executive coaching, establishing and managing performance processes, investigating and overseeing misconduct and discrimination investigations
- Expertise in policy and procedure improvement and organizational restructuring; excellent interview and facilitation skills; ability to engage employees and stakeholders in focus group meetings

Industry involvement

- League of California Cities, Personnel and Employee Relations Department – past President
- Association of Workplace Investigators - member of the Webinar and Training Committee
- Presenter at national conferences including such as the International Personal Management Association-HR and the Association of Workplace Investigators

Continuing professional education

- Basic Certification in Mediation from the Los Angeles County Bar Association

DIRECTOR

Art Davis

Art Davis, a director with Baker Tilly, has pursued his passion for improving local government and creating great communities for over 30 years.



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Education

Bachelor of Arts in political science
and public administration
William Jewell College
(Liberty, Missouri)

Master of Public Administration
University of Kansas
(Lawrence, Kansas)

Art specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits.

Specific experience

- Successfully launched and expanded his own local government consulting firm over the course of 10 years
- More than 15 years of experience in executive recruitment
- Community leadership program facilitation
- Leadership and management development
- Strategic goal setting and strategic planning facilitation
- Organizational assessment, design and development
- Organization and community facilitation
- Served more than six years as associate director for the Civic Council of Greater Kansas City, a nonprofit, 501c4 membership organization comprised of CEOs representing some of the largest companies in the region
- Coordinated and organized a strategic and master planning process (and an update of the plan after four years) focused on re-developing downtown Kansas City, involving hundreds of stakeholders
- Served nearly six years as city administrator for Lee's Summit, Missouri and in other local government positions in Kansas
- Served as assistant to the Mayor of Dallas, Texas
- Led and participated in a wide variety of community initiatives; served on a major hospital board for 13 years and on other not-for-profit boards
- Presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration

Industry involvement

- International City/County Management (ICMA), member since 1984

DIRECTOR

Patricia Heminover

Patty Heminover, a director with Baker Tilly, has more than 20 years of experience in local government.



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Education

Bachelor of Science, consumer science, business administration
Minnesota State University – Mankato

Mini MBA program, human resources management
University of Saint Thomas (Saint Paul, Minnesota)

Master of Education, administration
Minnesota State University – Mankato

Patty has been with the firm since 2010. Before joining Baker Tilly, she was a superintendent, assistant superintendent, director of human resources and director of finance. She brings considerable experience identifying management talent, leading organizational and process improvements, and developing and administering budgets.

Specific experience

- Executive Recruitment, employee development, benefits administration, strategic planning, performance management, market compensation studies, workforce planning, recognition programs and process improvement
- Experience identifying management talent, leading organization and process improvements, and developing and administering budgets
- Understanding of human resources and finance
- Experience working with governing boards
- Served as superintendent, co-superintendent of schools, director of human resources and finance, and director of human resources and business services for two Minnesota school districts
- Facilitated discussions with legislators at the state level regarding education funding, securing new funding for a Minnesota school district

Industry involvement

- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, member
- State Negotiators Association, Minnesota School Board Association
- Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota

Continuing professional education

- Human Resource Certificate, University of St. Thomas
- Superintendents Licensure, State of Minnesota

MANAGING DIRECTOR

Nancy Hetrick

Nancy Hetrick is a managing director with Baker Tilly's public sector advisory practice.



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Education

Bachelor of Arts in political
science, public administration
concentration
California State University, Chico

Nancy is an experienced facilitator with expertise in strategic planning, team building and facilitating problem-solving and process improvement initiatives. In addition, she is skilled in performance management, succession planning, organizational and process improvement, and budget development.

Nancy led the County of San Mateo's Outcome-Based Management program and has supported local government clients with designing and implementing performance measurement systems. Nancy is an excellent facilitator and trainer. She has developed a curriculum, conducted training on various topics, and routinely facilitates priority-setting and team building workshops for cities, counties and not-for-profit boards.

Since 2006, she has led projects with local governments, including the Bay Area cities of Rohnert Park, Redwood City, San Carlos, Fairfax, Orinda, Merced, Martinez, San Jose and Santa Cruz; the Sacramento Area Council of Governments; the Peninsula Library Partnership; and the Bay Area Counties of Alameda, San Mateo, Marin, Monterey and Santa Clara.

Specific experience

- Local government professional with more than 25 years of local government and consulting experience
- Completed hundreds of consulting engagements for local government clients, including in the areas of strategic planning, organization design, workforce and succession planning, performance management, and all forms of teambuilding
- Seasoned facilitator with expertise in team building, strategic planning and governance engagements for both appointed and elected teams
- Oversaw budget and administrative activities of the criminal justice departments and led San Mateo County's Outcome-Based Management program on behalf of County leadership
- Certified in administering the Myers-Briggs Type Indicator (MBTI), DiSC, and other assessment tools

Industry involvement

- Municipal Management Association of Northern California (MMANC)
- Cal-ICMA, Talent Development Team

MANAGING DIRECTOR

Anne Lewis

Anne Lewis leads Baker Tilly's public sector executive recruitment team and brings nearly 20 years of local management experience.



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Education

Bachelor of Science, business
administration and management
Shenandoah University
(Winchester, Virginia)

Master of Science, organizational
leadership and public
administration
Shenandoah University
(Winchester, Virginia)

Before joining Baker Tilly, Anne was an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention and visitor's bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

Industry involvement

- International City/County Management Association, Credentialed Manager (ICMA)
 - Taskforce on recruitment guidelines handbook
 - Taskforce on women in the profession
 - Taskforce on internship guidelines
- Government Finance Officers Association (GFOA)
- Virginia Local Government Management Association (VLGMA), former member of the executive board
- Virginia women leading government

Community involvement

- Shenandoah University Alumni Association, executive committee
- Shenandoah Apple Blossom Festival®, board of directors

Continuing professional education

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia

DIRECTOR

Edward G. Williams, Ph.D.

Edward Williams brings character, competence and expertise to every project.



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Education

Bachelor of Arts, Education
University of Missouri
(Kansas City, Missouri)

Master of Higher Education
Administration
University of Missouri
(Kansas City, Missouri)

Ph.D., Educational Leadership
and Policy Analysis
University of Missouri
(Kansas City, Missouri)

Languages

English
Spanish

Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across multiple disciplines, including state and local government, community and educational institutions.

Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach – middle school boys

Continuing professional education

- Institute for Management Studies - Houston
- International Personnel Management Association

RECRUITMENT ANALYST

Karen Edwards, SHRM-CP

Karen Edwards, a recruitment analyst with Baker Tilly, has been with the firm since 2021.



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Education

Bachelor of Science in business
administration - human resource
management
Western Governors University

Karen is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements.

Specific experience

- More than 30 years of experience in human resources, administrative positions and customer service
- Proficient in analyzing data, creating and implementing standard operating procedures and preparing presentations and reports
- Adept at identifying inefficiencies to enhance organizational performance and streamlining office operations
- History of success adapting in dynamic environments to effectively manage multiple projects simultaneously

MANAGER

Michelle Lopez

Michelle Lopez, a manager at Baker Tilly, has been with the firm since 2017.



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Education

Associate in Arts, liberal arts
Minneapolis Community College
(Minneapolis, Minnesota)

Bachelor of Science, project
management (in progress)
Colorado State University – Global
Campus

Michelle assists in the organizational management of the executive recruitment process. Her primary focus is to ensure that the recruitment process runs smoothly from start to finish by collaborating closely with internal team members, clients and candidates. Michelle is responsible for coordinating the recruitment process workflow, establishing timelines and monitoring progress. She is also responsible for managing communication channels, ensuring that everyone involved is informed of critical developments and updates.

Specific experience

- More than ten years of administrative support experience for multiple departments, including human resources and marketing
- Four years of experience in information technology help desk and support
- Survey and data reporting
- Reference checks for potential candidates
- Interview coordination and scheduling
- Recruitment marketing research and organization

RECRUITMENT ANALYST

Diane Segulia

Diane Segulia, a recruitment analyst at Baker Tilly, has been with the firm since 2015.



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Education

University of Minnesota – partial
credits (Minneapolis, Minnesota)

Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources and collaborating with candidates and clients through all phases of an executive recruitment.

Specific experience

- More than ten years of administrative support experience in public sector and private sector organizations
- Compiling and organizing candidate materials
- Coordinating with candidates throughout the recruitment process
- Conducting reference checks for potential candidates
- Coordinating and scheduling interviews
- Recruitment marketing research and organization

RECRUITMENT ANALYST

Carrie Thompson

Carrie Thompson, a recruitment analyst with Baker Tilly, has been with the firm since 2021.



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Education

Bachelor of Arts in communication
with a concentration in media
production and criticism
George Mason University

Carrie facilitates smooth sailing during the recruitment process. She runs reports, coordinates outreach and organizes essential documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success.

Specific experience

- More than 15 years of customer service experience for multiple industries
- More than four years of experience in recruiting coordination, including interview scheduling and candidate communication
- Expertise in marketing and position advertising via LinkedIn
- Reference and extensive background checks for potential candidates

Community involvement

- Mission trip volunteer with Herndon United Methodist Church