City of Fernley

N E V A D A

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

1.2. Public Forum

1.3. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of the Voucher Report

2.2. (For Possible Action) Approval of Minutes

2.3. (Possible Action) Approval of Business Licenses

2.4. Possible Action to Award a Contract for Construction for the FY 22/23 PMP Maintenance Project (Project) to: Sierra Nevada Construction, Inc. (SNC), in an amount not to exceed $1,384,007, plus a 4% contingency of $55,000.

2.5. Possible action to approve a contract with CFA, Inc. for engineering design and construction services for the All-Abilities playground at Green Valley Park for an amount not to exceed $18,300.

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. PUBLIC HEARINGS

5.1. Possible Action to adopt Bill #328 an ordinance amending Title 6 of the Fernley Municipal Code to allow responsible dog owners to apply for an Additional Dog Permit and house a maximum of four dogs.

6. STAFF REPORTS

6.1. Possible action to change the name and job description of the Assistant to the City Manger to Management Analyst.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

7.1. Possible action to request a future agenda item to discuss appropriate measures for awarding bonuses to employees who should be recognized. (Councilman Hanan)

7.2. Possible action to request a future agenda item to renegotiate the city attorneys contract. (Councilwoman McKay)

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: May 17th at 5:00 pm

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
A & A MOBILE LOCK & KEY, LLC								
2050	A & A MOBILE LOCK & KEY, LLC	11108	rekey bathrooms OTP Green Valley	04/17/2023	113.00		100-575-600 General Supplies	423
Total 2050:					113.00			
AFLAC								
5690	AFLAC	164222	SUPPLEMENTAL INSURANCE	03/25/2023	318.92		100-217400 AFLAC Insurance Payable	323
5690	AFLAC	524025	SUPPLEMENTAL INSURANCE	04/25/2023	318.92		100-217400 AFLAC Insurance Payable	423
Total 5690:					637.84			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202303C4B	Spanish Ana Lopez	04/24/2023	160.00		100-425-330 PROF SERV-INTERPRETER	423
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202304C	Bail Hearings 04/24/2023 Salgado/Reyes	04/25/2023	160.00		100-425-330 PROF SERV-INTERPRETER	423
Total 8498:					320.00			
ALHAMBRA								
4688	ALHAMBRA	7661929041323	water service	04/13/2023	175.36	04/20/2023	510-810-614 Supplies-Plant/Shop/Maint	423
Total 4688:					175.36			
ALL IN GRAPHIX								
8725	ALL IN GRAPHIX	1491	Marshal Car Decals	03/06/2023	230.80		100-425-740 Vehicles	323
Total 8725:					230.80			
ALLDATA LLC								
8930	ALLDATA LLC	INVC0278136.2	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	510-840-610 Automotive Supplies	423
8930	ALLDATA LLC	INVC02781362	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	510-810-610 Automotive Supplies	423
8930	ALLDATA LLC	INVC02781362	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	100-475-610 Automotive Supplies	423
8930	ALLDATA LLC	INVC02781362	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	100-417-610 Automotive Supplies	423
8930	ALLDATA LLC	INVC02781362	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	520-810-610 Supplies-Automotive	423
8930	ALLDATA LLC	INVC02781362	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	100-480-610 AUTOMOTIVE SUPPLIES	423
8930	ALLDATA LLC	INVC02781362	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	100-575-610 Automotive Supplies	423
8930	ALLDATA LLC	INVC02781362	ALL DATA automotive services	04/13/2023	45.20	04/20/2023	100-528-610 Automotive Supplies	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8930:					361.60			
ARAMARK								
1895	ARAMARK	5980087506	pants service	04/10/2023	48.53	04/20/2023	510-810-614 Supplies-Plant/Shop/Maint	423
1895	ARAMARK	5980087544	uniforms	04/10/2023	48.30	04/20/2023	100-475-616 Supplies-Safety	423
1895	ARAMARK	5980089518	pants service	04/17/2023	48.53		520-810-614 Supplies-Plant/Shop/Maint	423
1895	ARAMARK	5980089555	SHIRT CONTRACT	04/17/2023	43.80	04/20/2023	100-480-600 GENERAL SUPPLIES/TOOLS	423
1895	ARAMARK	5980089558	uniforms	04/17/2023	48.30	04/20/2023	100-475-616 Supplies-Safety	423
1895	ARAMARK	5980091164	shop mat service	04/20/2023	77.17		520-810-614 Supplies-Plant/Shop/Maint	423
1895	ARAMARK	5980091185	PS rugs and rags	04/20/2023	105.16		510-840-420 Contract Services	423
1895	ARAMARK	5980091196	mats	04/20/2023	175.52		100-417-420 Contract Services	423
Total 1895:					595.31			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 APR 23	476259 Long Distance through April 01 2023	04/04/2023	970.49		100-417-530 Communications (Internet,Cell)	423
Total 448:					970.49			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	43892	TIM TRACOR	04/13/2023	145.00	04/20/2023	100-575-610 Automotive Supplies	423
Total 8868:					145.00			
BATTERIES PLUS								
16	BATTERIES PLUS	P61628187	PS Security System Backup Batteries	04/18/2023	89.80	04/20/2023	510-840-614 Plant/Shop/Maint. Supplies	423
Total 16:					89.80			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	16608/5	batteries	04/11/2023	29.96	04/20/2023	100-528-600 General Supplies	423
20	BIG R OF FERNLEY	16615/5	hose and grease	04/11/2023	48.94	04/20/2023	100-475-600 General Supplies	423
20	BIG R OF FERNLEY	16629/5	gloves	04/13/2023	37.95	04/20/2023	100-575-616 Safety Supplies	423
20	BIG R OF FERNLEY	16637/5	irrigation	04/14/2023	90.58	04/20/2023	100-575-600 General Supplies	423
20	BIG R OF FERNLEY	16640/5	key	04/14/2023	9.95	04/20/2023	100-475-600 General Supplies	423
20	BIG R OF FERNLEY	16646/5	misc pumps strap	04/14/2023	31.59	04/20/2023	100-475-600 General Supplies	423
20	BIG R OF FERNLEY	16659/5	filter and O rings for sweeper	04/17/2023	45.83	04/20/2023	100-475-610 Automotive Supplies	423
20	BIG R OF FERNLEY	16674/5	safety glasses and fasteners	04/19/2023	87.27		100-475-600 General Supplies	423
20	BIG R OF FERNLEY	16676/5	grass seed cord	04/19/2023	50.53		100-575-600 General Supplies	423
20	BIG R OF FERNLEY	16678/5	200 West Street lateral repair	04/19/2023	49.88		520-810-430 Service-Repair and Maintenance	423
20	BIG R OF FERNLEY	16682/5	screw driver tape	04/20/2023	18.67		100-575-600 General Supplies	423
20	BIG R OF FERNLEY	16694/5	posthole digger	04/21/2023	44.95		100-575-600 General Supplies	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 20:					546.10			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	32823-2	Forms- Rabies certificates	04/18/2023	240.85		100-525-550 Printing and Postage	423
6970	BOB'S PRINTING AND SIGNAGE	32923-4	FE small bus resource fair printing	04/04/2023	39.00		100-413-550 Printing and Postage	423
6970	BOB'S PRINTING AND SIGNAGE	33023-1	Setting/Sentencing Notices	04/18/2023	685.14		100-425-550 Printing and Postage	423
Total 6970:					964.99			
BOYS & GIRLS CLUB OF TRUCKEE MEADOWS								
8833	BOYS & GIRLS CLUB OF TRUCKEE MEADOWS	JAN_MARCH23	ARPA JAN_MARCH 23 Boys & Girls Club	03/31/2023	35,762.48		220-480-810 ARPA	323
Total 8833:					35,762.48			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7964817	trash liners	04/07/2023	112.20	04/20/2023	100-575-600 General Supplies	423
8837	BRADY INDUSTRIES OF NEVADA LLC	7980582	filter bags	04/14/2023	33.06	04/20/2023	100-417-600 General Supplies	423
8837	BRADY INDUSTRIES OF NEVADA LLC	7996202	urinals liners misc.	04/21/2023	463.76		100-417-614 Supplies-Plant/Shop/Maint	423
Total 8837:					609.02			
BUREAU OF SAFE DRINKING WATER - NDEP								
3021	BUREAU OF SAFE DRINKING WATER - NDEP	JK-D1	TEST FOR D1 METER TECH JOHN KELLEY	04/13/2023	120.00	04/20/2023	510-810-642 Permits and Licenses	423
Total 3021:					120.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	JF82449	Font Office Montor for Chambers	04/25/2023	7.62		100-425-600 General Supplies	423
Total 27:					7.62			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	179901040623	0179901 April 23; 355 Cottonwood	04/06/2023	379.20		100-417-530 Communications (Internet,Cell)	423
4479	CHARTER COMMUNICATIONS	179919040623	0179919 April 23; 595 Silver Lace	04/06/2023	1,329.20		100-417-530 Communications (Internet,Cell)	423
Total 4479:					1,708.40			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340501080	E3103934 SUPPLEMENTAL INSURANC	05/01/2023	55.16		100-218000 COLONIAL INSURANCE PAYABL	523
Total 3520:					55.16			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	13663	West Lift Station inspection services	04/06/2023	2,622.50	04/20/2023	520-166100 Construction In Progress	423
Total 5587:					2,622.50			
CORWIN FORD								
8843	CORWIN FORD	3089	WW Crane Truck F450	04/05/2023	101,548.25		520-165100 Maintenance Equipment	423
Total 8843:					101,548.25			
D & D Plumbing, Inc.								
1100	D & D Plumbing, Inc.	2304280	Roan Ct Sewer Damage	04/18/2023	787.00		520-810-322 Prof Serv-Other	423
Total 1100:					787.00			
DOWL, LLC								
8931	DOWL, LLC	Inv No. 4	BLA22004 & FSM22002 - Survey fee overage	04/07/2023	500.00		100-610-322 Prof Serv-Other	423
8931	DOWL, LLC	Inv No. 4	BLA22004 & FSM22002 - Survey fees paid by applicants	04/07/2023	1,635.00		100-228311 Engineering Reimb. (Maps)	423
8931	DOWL, LLC	R0120.2389-5	On call GIS services	04/07/2023	687.00	04/20/2023	510-810-320 Prof Serv-Engineering	423
8931	DOWL, LLC	R0120.2389-5	On call GIS services	04/07/2023	687.00	04/20/2023	100-575-320 Prof Serv-Engineering	423
8931	DOWL, LLC	R0120.2389-5	On call GIS services	04/07/2023	687.00	04/20/2023	100-417-320 PROF SEV-ENGINEERING	423
8931	DOWL, LLC	R0120.2389-5	On call GIS services	04/07/2023	687.00	04/20/2023	520-810-320 Prof Serv-Engineering	423
8931	DOWL, LLC	R0120.2389-5	On call GIS services	04/07/2023	687.00	04/20/2023	100-475-320 Prof Serv-Engineering	423
8931	DOWL, LLC	R4102.2134-4	Train Depot Roof	04/07/2023	927.50	04/20/2023	300-425-730 Improve other than Buildings	423
Total 8931:					6,497.50			
FARR CONSTRUCTION								
668	FARR CONSTRUCTION	Pay Req 13	Surface water conveyance construction services	04/10/2023	88,835.93	04/20/2023	510-166100 Construction In Progress	423
668	FARR CONSTRUCTION	Pay Req 14	Surface water conveyance construction services	03/30/2023	30,663.15	04/20/2023	510-166100 Construction In Progress	323
Total 668:					119,499.08			
Fast Glass								
798	Fast Glass	IFA061991	tempered glass for lenses on ball field lights	04/12/2023	245.00	04/20/2023	100-575-612 Building Maintenance Supplies	423
Total 798:					245.00			
FASTENAL COMPANY								
4860	FASTENAL COMPANY	NVFER47506	plexi glass	03/31/2023	234.98	04/20/2023	100-575-600 General Supplies	323
Total 4860:					234.98			

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FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - VECTOR	03/31/2023	39.32		100-528-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - FLEET	03/31/2023	336.87		100-480-626 GASOLINE	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - WATER DIST	03/31/2023	1,744.43		510-810-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - CDD BUILDING	03/31/2023	201.02		100-605-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - WTP	03/31/2023	1.72		510-840-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - PARKS	03/31/2023	452.32		100-575-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - FACILITIES	03/31/2023	320.20		100-417-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - ANIMAL CONTROL	03/31/2023	357.68		100-525-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - COURT	03/31/2023	58.34		100-425-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - SEWER	03/31/2023	2,214.93		520-810-626 Gasoline	323
18	FLYERS ENERGY, LLC	CFS-3377627	GASOLINE - STREETS	03/31/2023	1,380.42		100-475-626 Gasoline	323
Total 18:					7,107.25			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0202	Lobbyist Contract FY22/23 April 23	04/01/2023	5,800.00		100-413-322 Prof Serv-Other	423
Total 8869:					5,800.00			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	595763927	Communications	04/01/2023	200.06		100-417-530 Communications (Internet,Cell)	423
Total 8838:					200.06			
HACH COMPANY								
406	HACH COMPANY	13550745	Included service	04/19/2023	.00		510-166100 Construction In Progress	423
406	HACH COMPANY	13553971	PS Chlorine analyzer maintenance	04/20/2023	.00		510-166100 Construction In Progress	423
Total 406:					.00			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111430	Misc Service Labor	04/10/2023	145.00	04/20/2023	100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	111431	Misc Service Labor	04/10/2023	145.00	04/20/2023	100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	111437	Misc Service Labor	04/14/2023	145.00		100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	111438	Misc Service Labor	04/14/2023	145.00		100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	111439	Misc Service Labor	04/14/2023	145.00		100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	111440	Misc Service Labor	11/14/2023	145.00		100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	13112	1991 Ford Explorer No plates Mission Way	04/10/2023	55.00	04/20/2023	100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	13113	2005 Chrysler Sebring Gray End of Newlands No Plates	04/10/2023	55.00	04/20/2023	100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	13115	Silver Mercury Grand Marquis No Plates Dallas Lane	04/14/2023	55.00		100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	13116	Blue Jeep Liberty NV 486N59 300 Emigrant	04/14/2023	55.00		100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	13117	Blue Chevy Silverado NV576P14 204 Rosewood	04/14/2023	55.00		100-605-322 Prof Serv-Other	423
70	HANNEMAN SERVICE	13118	Red Chevy Spark CA8HIH63 277 Emigrant	04/14/2023	55.00		100-605-322 Prof Serv-Other	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 70:					1,200.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-023	3721P GROUP HEALTH INSURANCE	05/01/2023	69,413.19		100-217000 HEALTH INSURANCE PAYABLE	523
Total 4842:					69,413.19			
IBEW Local 1245								
83	IBEW Local 1245	APR 2023-2	UNION DUES, ONE HALF OF MONTH	04/21/2023	715.88	04/24/2023	100-219900 OTHER PAYROLL PAYABLES	423
Total 83:					715.88			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	1ST QTR JM	FICA TAX PAYABLE, PAYROLL	04/19/2023	545.08	04/24/2023	100-211000 FICA PAYABLE	423
7879	INTERNAL REVENUE SERVICE	1ST QTR JM	MED TAX PAYABLE, PAYROLL	04/19/2023	127.49	04/24/2023	100-211000 FICA PAYABLE	423
7879	INTERNAL REVENUE SERVICE	APR 2023-2	MED TAX PAYABLE, PAYROLL	04/21/2023	5,222.74	04/24/2023	100-211000 FICA PAYABLE	423
7879	INTERNAL REVENUE SERVICE	APR 2023-2	FICA TAX PAYABLE, PAYROLL	04/21/2023	224.10	04/24/2023	100-211000 FICA PAYABLE	423
7879	INTERNAL REVENUE SERVICE	APR 2023-2	W/HOLD TAX PAYABLE, PAYROLL	04/21/2023	17,519.54	04/24/2023	100-212000 FEDERAL WITHHOLDING PAYAB	423
Total 7879:					23,638.95			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001681806	Stickers for field trip	04/20/2023	29.00		100-605-600 General Supplies	423
617	INTERNATIONAL CODE COUNCIL	Q15.000007170	ICC City Membership 5071368	02/13/2023	145.00		100-605-581 Dues and Memberships	223
Total 617:					174.00			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	TW76323-IN	diesel	04/17/2023	1,507.08		100-475-625 Bulk Diesel	423
4329	INTERSTATE OIL COMPANY	TW76323-IN	diesel	04/17/2023	1,506.07		100-575-625 Bulk Diesel	423
Total 4329:					3,013.15			
KALBACHER ASSOCIATES, LLC								
8888	KALBACHER ASSOCIATES, LLC	20230401	Comprehensive Grant Services April 2023	04/01/2023	2,250.00		100-413-322 Prof Serv-Other	423
8888	KALBACHER ASSOCIATES, LLC	20230401	Comprehensive Grant Services March 23	04/01/2023	2,250.00		100-413-322 Prof Serv-Other	423
Total 8888:					4,500.00			
KOLVET, BRENT								
8611	KOLVET, BRENT	04242023	JUDGE PRO TEM 4/24/2023	04/24/2023	396.00		100-425-322 Prof Serv-Other	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8611:					396.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	.2975	PS supplies	04/13/2023	651.08	04/20/2023	510-840-614 Plant/Shop/Maint. Supplies	423
7650	LOWES CREDIT SERVICES	02017	Cleaning supplies shop	04/14/2023	228.93	04/20/2023	100-475-614 Supplies-Plant/Shop/Maint	423
7650	LOWES CREDIT SERVICES	1577	conduit otp picnic	04/18/2023	200.30		100-575-600 General Supplies	423
7650	LOWES CREDIT SERVICES	23002	brooms and grabbers	04/07/2023	114.25	04/20/2023	100-575-600 General Supplies	423
7650	LOWES CREDIT SERVICES	2486	bits and wire cutters	04/19/2023	94.93		100-575-600 General Supplies	423
7650	LOWES CREDIT SERVICES	2520	paint for leagues Gray	04/19/2023	623.16		100-575-600 General Supplies	423
7650	LOWES CREDIT SERVICES	2533	steel steaks and visqueen	04/11/2023	211.44	04/20/2023	100-475-600 General Supplies	423
7650	LOWES CREDIT SERVICES	73332	Rakes and shovel	04/25/2023	134.80		520-810-600 General Supplies	423
7650	LOWES CREDIT SERVICES	87027	batteries and air freshner	04/07/2023	56.54	04/20/2023	100-417-612 Building Maintenance Supplies	423
7650	LOWES CREDIT SERVICES	902514	form boards screws gloves misc.	03/30/2023	219.09	04/20/2023	100-475-600 General Supplies	323
7650	LOWES CREDIT SERVICES	902947	Misc and tools	03/03/2023	317.57	04/20/2023	100-475-600 General Supplies	323
7650	LOWES CREDIT SERVICES	90513	dripline	03/13/2023	71.16	04/20/2023	100-575-600 General Supplies	323
7650	LOWES CREDIT SERVICES	94837	PS Security System Batteries	04/19/2023	93.52		510-840-614 Plant/Shop/Maint. Supplies	423
7650	LOWES CREDIT SERVICES	961080	Floor paint for well houses	03/29/2023	260.52		510-840-614 Plant/Shop/Maint. Supplies	323
Total 7650:					3,277.29			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	116277	Cottonwood lane rehab/reconstrcut	01/20/2023	21,331.00	04/26/2023	100-475-745 RTC REIMBURSABLE EXPENDI	123
370	LUMOS & ASSOCIATES INC	117073	Us 50/95 Sewer repairs	03/29/2023	2,176.00	04/26/2023	520-166100 Construction In Progress	323
370	LUMOS & ASSOCIATES INC	117074	Fernley industrial park rehab and reconstruct engineering ser	03/29/2023	9,239.50	04/26/2023	100-475-745 RTC REIMBURSABLE EXPENDI	323
370	LUMOS & ASSOCIATES INC	117076	Red Rock road extension engineeirng services	03/29/2023	456.00	04/26/2023	100-475-745 RTC REIMBURSABLE EXPENDI	323
370	LUMOS & ASSOCIATES INC	117082	FY22/23 PMP maintenance project	03/29/2023	27,877.50	04/26/2023	100-475-430 Service-Repair and Maintenance	323
370	LUMOS & ASSOCIATES INC	117109	Preliminary Engineering Report	03/30/2023	450.00	04/26/2023	520-166100 Construction In Progress	323
370	LUMOS & ASSOCIATES INC	117118	Cottonwood lane rehab/reconstrcut	04/05/2023	11,205.00	04/26/2023	510-166100 Construction In Progress	423
370	LUMOS & ASSOCIATES INC	117118	Cottonwood lane rehab/reconstrcut	04/05/2023	16,339.00	04/26/2023	100-475-745 RTC REIMBURSABLE EXPENDI	423
370	LUMOS & ASSOCIATES INC	117118	Cottonwood lane rehab/reconstrcut	04/05/2023	5,003.00	04/26/2023	520-166100 Construction In Progress	423
Total 370:					94,077.00			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2023-01	LCHS ARPA March 2023	03/31/2023	2,153.71		220-480-810 ARPA	323
Total 3266:					2,153.71			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I11500	2 portable restrooms	04/14/2023	3,793.82	04/20/2023	100-575-600 General Supplies	423
Total 8509:					3,793.82			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	APR 2023	MUNICIPAL COURT JUDGE	04/30/2023	3,750.00		100-425-322 Prof Serv-Other	423
Total 8042:					3,750.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	MAY 2023	5952725 GROUP DENTAL INSURANCE	05/01/2023	9,748.12		100-217100 Dental Insurance Payable MetL	523
Total 5387:					9,748.12			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	BLA22005	BLA22005 RCPT 26.00002/26.00005	04/17/2023	1,230.00		100-228311 Engineering Reimb. (Maps)	423
1111	MISCELLANEOUS ONE TIME VENDOR	BLA23002	BLA 23002/RCPT 26.00023	04/17/2023	50.00		100-228311 Engineering Reimb. (Maps)	423
1111	MISCELLANEOUS ONE TIME VENDOR	MAR 2023	REIMB CAR; PARKING; MEALS FOR CM CANIDATE	03/16/2023	350.44	04/20/2023	100-413-582 Travel	323
Total 1111:					1,630.44			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	8154	sweeper parts for streets dept.	04/19/2023	561.76		100-475-430 Service-Repair and Maintenance	423
Total 6635:					561.76			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	389282	5 YD AXLE SOCKET	04/10/2023	31.49	04/20/2023	100-475-430 Service-Repair and Maintenance	423
58	NAPA AUTO & TRUCK PARTS	389302	antifreeze	04/10/2023	38.94	04/20/2023	100-528-610 Automotive Supplies	423
58	NAPA AUTO & TRUCK PARTS	389431	SERPENTINE BELT	04/12/2023	28.19	04/20/2023	100-126000 Intergovernmental Receivable	423
58	NAPA AUTO & TRUCK PARTS	389436	CABIN AIR FILTER	04/12/2023	23.96	04/20/2023	100-126000 Intergovernmental Receivable	423
58	NAPA AUTO & TRUCK PARTS	389658	AIR FILTERS	04/17/2023	170.41	04/20/2023	520-810-610 Supplies-Automotive	423
58	NAPA AUTO & TRUCK PARTS	389659	WRONG BELT	04/17/2023	28.19-	04/20/2023	100-126000 Intergovernmental Receivable	423
58	NAPA AUTO & TRUCK PARTS	389666	AIR FILTERS	04/17/2023	114.92	04/20/2023	520-810-610 Supplies-Automotive	423
58	NAPA AUTO & TRUCK PARTS	389667	WRONG FILTERS	04/17/2023	91.17-	04/20/2023	520-810-610 Supplies-Automotive	423
58	NAPA AUTO & TRUCK PARTS	389675	fuses for gate	04/17/2023	2.18	04/20/2023	100-475-612 Supplies-Building Maintenance	423
58	NAPA AUTO & TRUCK PARTS	389787	antifreeze	04/19/2023	85.94		100-528-610 Automotive Supplies	423
Total 58:					376.67			
NORTHWEST AUTOMOTIVE PRODUCT SALES								
8701	NORTHWEST AUTOMOTIVE PRODUCT SALES	15651	fleet auto supplies	04/24/2023	288.57		100-480-610 AUTOMOTIVE SUPPLIES	423
Total 8701:					288.57			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	50751431	weed spray	04/21/2023	1,480.00		100-475-617 Supplies-Chemical	423
3033	NUTRIEN AG SOLUTIONS	50751432	weed spray	04/21/2023	971.00		100-475-617 Supplies-Chemical	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3033:					2,451.00			
NV ENERGY								
167	NV ENERGY	12019 APR 23	34596505012019 ACH	03/18/2023	6,066.06	04/24/2023	510-810-622 Electricity	323
167	NV ENERGY	13050 MAR 23	48768103613050 ACH	03/10/2023	2,320.62	04/25/2023	100-417-622 Electricity	323
167	NV ENERGY	13818 MAR 23	34596405113818 ACH	03/29/2023	45.75	04/24/2023	100-475-622 Electricity	323
167	NV ENERGY	13924 MAR 23	48768108113924 ACH	03/29/2023	33.59	04/24/2023	100-575-622 Electricity	323
167	NV ENERGY	14319 FEB 23	34596405214319 ACH	03/10/2023	121.97	04/25/2023	100-575-622 Electricity	323
167	NV ENERGY	26445 MAR 23	34596505226445 ACH	03/28/2023	5,694.30	04/24/2023	510-840-622 Electricity	323
167	NV ENERGY	28458 MAR 23	34596505228458 ACH	03/28/2023	10,413.45	04/24/2023	510-840-622 Electricity	323
167	NV ENERGY	29499 MAR 23	13677906929499 ACH	03/31/2023	69.16	04/24/2023	100-475-622 Electricity	323
167	NV ENERGY	30037 MAR 23	34596403630037 ACH	03/18/2023	35.92	04/24/2023	100-576-622 Electricity	323
167	NV ENERGY	30672 MAR 23	213677908230672 ACH	03/29/2023	42.70	04/24/2023	100-575-622 Electricity	323
167	NV ENERGY	34991 FEB 23	34596407734991 ACH	03/11/2023	55.66	04/25/2023	510-810-622 Electricity	323
167	NV ENERGY	37594 FEB 23	80865904937594 ACH	03/11/2023	33.92	04/25/2023	100-475-622 Electricity	323
167	NV ENERGY	41110 APR 23	82190403641110 ACH	04/06/2023	35.92	04/24/2023	520-810-622 Electricity	423
167	NV ENERGY	65197 MAR 23	34596407565197 ACH	03/10/2023	33.59	04/25/2023	510-810-622 Electricity	323
167	NV ENERGY	67463 MAR 23	34596404867463 ACH	03/11/2023	172.00	04/25/2023	100-575-622 Electricity	323
167	NV ENERGY	68387 FEB 23	345964082-68387	04/11/2023	33.59	04/24/2023	100-475-622 Electricity	423
167	NV ENERGY	71493 MAR 23	271223607571493 ACH	03/29/2023	41.85	04/24/2023	100-475-622 Electricity	323
167	NV ENERGY	84389 MAR 23	34596503684389 ACH	03/10/2023	128.79	04/25/2023	100-417-622 Electricity	323
167	NV ENERGY	97731 MAR 23	213677908197731 ACH	03/29/2023	43.44	04/24/2023	100-575-622 Electricity	323
167	NV ENERGY	98954 APR 23	82190405098954 ACH	04/06/2023	3,969.03	04/24/2023	520-810-622 Electricity	423
Total 167:					29,391.31			
OFFICE DEPOT								
133	OFFICE DEPOT	303996423001	return Mouse Pad Katie	03/16/2023	9.99-		100-425-600 General Supplies	323
133	OFFICE DEPOT	304041400001	pencils, notepads, labels, files	04/17/2023	232.26		100-414-600 General Supplies	423
133	OFFICE DEPOT	304059306001	sheet protectors	04/15/2023	24.99		100-414-600 General Supplies	423
133	OFFICE DEPOT	304981982001	Binders	03/28/2023	20.18		100-413-600 General Supplies	323
133	OFFICE DEPOT	305000855001	Binders;legal pads;highlighters	03/28/2023	50.90		100-413-600 General Supplies	323
133	OFFICE DEPOT	305000856001	HR folders	03/28/2023	55.99		100-413-600 General Supplies	323
133	OFFICE DEPOT	305011094001	General Supplies HR	03/28/2023	55.99		100-413-600 General Supplies	323
133	OFFICE DEPOT	305203361001	pens; highlighters; sharpies	04/17/2023	8.76		510-810-601 Office Supplies	423
133	OFFICE DEPOT	305203361001	pens; highlighters; sharpies	04/17/2023	4.39		510-840-601 Office Supplies	423
133	OFFICE DEPOT	305203361001	pens; highlighters; sharpies	04/17/2023	6.57		100-575-601 Office Supplies	423
133	OFFICE DEPOT	305203361001	pens; highlighters; sharpies	04/17/2023	8.76		520-810-601 Office Supplies	423
133	OFFICE DEPOT	305203361001	pens; highlighters; sharpies	04/17/2023	4.38		100-417-601 OFFICE SUPPLIES	423
133	OFFICE DEPOT	305203361001	pens; highlighters; sharpies	04/17/2023	10.95		100-475-601 Supplies-Office	423
133	OFFICE DEPOT	305228677001	Pens	04/15/2023	1.91		510-840-601 Office Supplies	423
133	OFFICE DEPOT	305228677001	Pens	04/15/2023	3.82		510-810-601 Office Supplies	423
133	OFFICE DEPOT	305228677001	Pens	04/15/2023	2.86		100-575-601 Office Supplies	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	305228677001	Pens	04/15/2023	4.77		100-475-601 Supplies-Office	423
133	OFFICE DEPOT	305228677001	Pens	04/15/2023	3.82		520-810-601 Office Supplies	423
133	OFFICE DEPOT	305228677001	Pens	04/15/2023	1.91		100-417-601 OFFICE SUPPLIES	423
133	OFFICE DEPOT	305795901001	Stamp	03/29/2023	21.99		100-525-600 General Supplies	323
133	OFFICE DEPOT	305997116001	Organizers/postits/env/batteries New Staff	04/06/2023	195.75		100-425-600 General Supplies	423
133	OFFICE DEPOT	306602442001	White board, expo files, dry erase pens	04/18/2023	53.67		100-414-600 General Supplies	423
133	OFFICE DEPOT	307010061001	UT OFFICE SUPPLIES	04/03/2023	47.23		520-810-601 Office Supplies	423
133	OFFICE DEPOT	307010061001	UT OFFICE SUPPLIES	04/03/2023	47.23		510-810-601 Office Supplies	423
133	OFFICE DEPOT	307010511001	METER READER SUPPLIES	04/01/2023	34.18		510-810-601 Office Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		100-414-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		510-840-601 Office Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		510-810-601 Office Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.57		100-418-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		100-475-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		100-529-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.57		100-415-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		100-525-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.57		100-413-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		100-610-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		100-416-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		520-810-601 Office Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.59		100-575-600 General Supplies	423
133	OFFICE DEPOT	310018065001	CITY WIDE PAPER	04/19/2023	33.56		100-605-600 General Supplies	423
Total 133:					1,363.17			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-240253	STEERING DAMPNER	04/12/2023	71.47	04/20/2023	100-475-610 Automotive Supplies	423
Total 6230:					71.47			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	23COF3	Professional Services APRIL 2023	04/01/2023	6,000.00		100-413-322 Prof Serv-Other	423
Total 8933:					6,000.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	4/2023	Retiree Group Insurance	04/25/2023	94.16		100-605-240 Group Insurance	423
143	PUBLIC EMPLOYEES BENEFITS PROG	4/2023	Retiree Group Insurance	04/25/2023	261.08		520-810-240 Group Insurance	423
143	PUBLIC EMPLOYEES BENEFITS PROG	4/2023	Retiree Group Insurance	04/25/2023	1.08		510-810-240 Group Insurance	423
143	PUBLIC EMPLOYEES BENEFITS PROG	4/2023	Retiree Group Insurance	04/25/2023	223.42		100-415-240 Group Insurance	423
Total 143:					579.74			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Rain For Rent								
1068	Rain For Rent	1832672	By-pass setup fees	04/21/2023	1,609.40		520-810-430 Service-Repair and Maintenance	423
1068	Rain For Rent	1855744	Late invoice payment charges	03/31/2023	123.26		520-810-430 Service-Repair and Maintenance	323
1068	Rain For Rent	1859017	Hwy 50 by-pass pump rental	04/11/2023	6,607.74		520-810-430 Service-Repair and Maintenance	423
Total 1068:					8,340.40			
RENOWN HEALTH								
190	RENOWN HEALTH	1735007	Endel; MRN 3207303	04/10/2023	25.00		100-605-322 Prof Serv-Other	423
Total 190:					25.00			
SCHELL CREEK CONSTRUCTION								
1447	SCHELL CREEK CONSTRUCTION	2023-062	metal door for OTP bathroom	04/18/2023	1,359.00		100-575-612 Building Maintenance Supplies	423
Total 1447:					1,359.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	23040535	ARMORED SERVICE - WATER	04/06/2023	183.72		510-810-342 Tech Services-Other	423
8629	SECTRAN SECURITY, INC.	23040535	ARMORED SERVICE - GF	04/06/2023	183.70		100-415-322 Prof Serv-Other	423
8629	SECTRAN SECURITY, INC.	23040535	ARMORED SERVICE - SEWER	04/06/2023	183.72		520-810-342 Tech Services-Other	423
Total 8629:					551.14			
Sierra Boiler Service, Inc								
8925	Sierra Boiler Service, Inc	R1801	PS Boiler Recirculation Pump Replacement and install.	04/20/2023	5,955.00		510-840-430 Service-Repair and Maintenance	423
8925	Sierra Boiler Service, Inc	R1802	PS Boiler High Limit tripping-Troubleshooting	04/20/2023	420.00		510-840-430 Service-Repair and Maintenance	423
Total 8925:					6,375.00			
SIERRA NEVADA CONSTRUCTION INC								
287	SIERRA NEVADA CONSTRUCTION INC	Req 3	Cottonwood lane sewer rehab	03/31/2023	115,000.00		520-166100 Construction In Progress	323
287	SIERRA NEVADA CONSTRUCTION INC	Req 3	Cottonwood Lane roadway construction	03/31/2023	236,709.97		100-475-745 RTC REIMBURSABLE EXPENDI	323
287	SIERRA NEVADA CONSTRUCTION INC	Req 3	Cottonwood Lane water line construction	03/31/2023	810,630.00		510-166100 Construction In Progress	323
Total 287:					1,162,339.97			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	230399	E-One Control Boards	04/14/2023	574.17	04/20/2023	520-810-615 E-One R & M	423
6530	SIGNA MECHANICAL	230404	E-One Pumps	04/17/2023	14,404.65	04/20/2023	520-810-615 E-One R & M	423
Total 6530:					14,978.82			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN298714	Cottonwood project hardie to hwy95	04/14/2023	20.00	04/20/2023	510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN298715	Cottonwood lane shutdown	04/14/2023	80.00	04/20/2023	510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN298739	CWL project	04/18/2023	40.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN298763	monthly samples round 2	04/18/2023	260.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN298921	Meadows Ave main break	04/19/2023	40.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN298951	PS Lab Samples	04/20/2023	17.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN299025	monthly samples round 1	04/20/2023	240.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN299026	Commerce center drive	04/20/2023	40.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN299030	Meadows Ave day 2 samples	04/20/2023	40.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN299032	Commerce center drive day 2 samples	04/20/2023	40.00		510-810-423 Contract Services-ANALYTICAL	423
7856	SILVER STATE ANALYTICAL LABORATORIES	RN299187	CWL project	04/25/2023	40.00		510-810-423 Contract Services-ANALYTICAL	423
Total 7856:					857.00			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201109204:01	brake parts for streets dump truck	04/21/2023	570.78		100-475-430 Service-Repair and Maintenance	423
Total 265:					570.78			
SJC LIMITED								
8580	SJC LIMITED	13971	Base rock	04/10/2023	1,173.10		100-575-600 General Supplies	423
Total 8580:					1,173.10			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/57046992	SLIP JOINT PLIERS FOR SHOP	04/18/2023	28.61	04/20/2023	100-480-600 GENERAL SUPPLIES/TOOLS	423
Total 8735:					28.61			
SOSU TV CORP								
8909	SOSU TV CORP	WC1178	Fernley Focus Videos April 23	04/01/2023	1,083.00		100-413-322 Prof Serv-Other	423
Total 8909:					1,083.00			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	APR 2023-2	CHILD SUPPORT	04/21/2023	324.46		100-219900 OTHER PAYROLL PAYABLES	423
Total 176:					324.46			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	16814	Water Right Contract FY22/23 MARCH 23	03/31/2023	33,340.60	04/20/2023	510-810-698 Water Rights Protection	323

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3275:					33,340.60			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023250109404	PS Ferric Chloride	04/14/2023	16,596.00	04/20/2023	510-840-617 Chemicals	423
8646	THATCHER COMPANY, INC.	2023400111448	WWTP Chlorine	04/19/2023	4,542.15		520-810-617 Supplies-Chemical	423
Total 8646:					21,138.15			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	MAY 2023	PREPAID IN-HOUSE POSTAGE	05/01/2023	1,750.00		510-810-550 Printing and Postage	523
7344	U S POSTAL SERVICE	MAY 2023	PREPAID IN-HOUSE POSTAGE	05/01/2023	1,750.00		520-810-550 Printing and Postage	523
Total 7344:					3,500.00			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9931381879	WW Router	04/23/2023	91.43		520-810-530 Communications	423
8495	VERIZON WIRELESS	9931381879	Water Dist	04/23/2023	222.39		510-810-530 Communications	423
8495	VERIZON WIRELESS	9931381879	Bldg & Safety	04/23/2023	279.62		100-417-530 Communications (Internet,Cell)	423
8495	VERIZON WIRELESS	9931381879	IT	04/23/2023	51.42		100-418-530 Communications (Internet,Cell)	423
8495	VERIZON WIRELESS	9931381879	City Hall/Facilities	04/23/2023	630.00		100-417-530 Communications (Internet,Cell)	423
8495	VERIZON WIRELESS	9931381879	Waste Water	04/23/2023	336.16		520-810-530 Communications	423
8495	VERIZON WIRELESS	9931381879	City Attorney	04/23/2023	140.03		100-414-530 Communications (Internet,Cell)	423
8495	VERIZON WIRELESS	9931381879	WTP	04/23/2023	475.76		510-840-530 Communications	423
8495	VERIZON WIRELESS	9931381879	Council	04/23/2023	165.66		100-412-530 Communications (Internet,Cell)	423
8495	VERIZON WIRELESS	9931475368	742052267-00001 April 23 Fernley Router	04/23/2023	40.01		520-810-530 Communications	423
Total 8495:					2,432.48			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2206	PS SCADA	03/31/2023	526.80	04/20/2023	510-840-429 Contract Services-SCADA	323
Total 8606:					526.80			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	APR 2023-2	ROTH IRA	04/21/2023	150.00	04/24/2023	100-215000 457 PAYABLE	423
8591	VOYA FINANCIAL	APR 2023-2	DEFERRED COMPENSATION, 457	04/21/2023	3,884.00	04/24/2023	100-215000 457 PAYABLE	423
Total 8591:					4,034.00			
WALTHER LAW OFFICES								
8875	WALTHER LAW OFFICES	MAY 2023	PUBLIC DEFENDER CONTRACT MAY 2023	05/01/2023	10,000.00		100-413-322 Prof Serv-Other	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8875:					10,000.00			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2304-059641	FLEET SUPPLIES	04/14/2023	71.28	04/20/2023	100-480-610 AUTOMOTIVE SUPPLIES	423
8571	WESTERN INDUSTRIAL PARTS, INC.	2304-059642	FLEET SUPPLIES	04/14/2023	140.46	04/20/2023	100-480-610 AUTOMOTIVE SUPPLIES	423
Total 8571:					211.74			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19620461-2	bin stock	04/06/2023	82.20	04/20/2023	510-810-613 Supplies-Meter Service	423
195	WESTERN NEVADA SUPPLY CO.	19679886	ipearl 3/4 meter	04/06/2023	4,461.60	04/20/2023	510-166100 Construction In Progress	423
195	WESTERN NEVADA SUPPLY CO.	19679887-1	bin stock	04/06/2023	214.86	04/20/2023	510-810-613 Supplies-Meter Service	423
195	WESTERN NEVADA SUPPLY CO.	19700378	Sensus 3/4 1000 gal water meter	04/21/2023	4,461.60		510-166100 Construction In Progress	423
195	WESTERN NEVADA SUPPLY CO.	19700379	Bin stock	04/21/2023	766.86		510-810-613 Supplies-Meter Service	423
195	WESTERN NEVADA SUPPLY CO.	19700987	PS chemical system parts	04/20/2023	8.86		510-840-616 Safety Supplies	423
195	WESTERN NEVADA SUPPLY CO.	19705542	otp backflow	04/12/2023	1,229.84	04/20/2023	100-575-612 Building Maintenance Supplies	423
195	WESTERN NEVADA SUPPLY CO.	19711538	Meadows Ave emergency parts	04/15/2023	10,074.24	04/20/2023	510-840-430 Service-Repair and Maintenance	423
Total 195:					21,300.06			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	23040124	WWTP Monitoring Well Samples	04/25/2023	493.92		520-810-423 Contract Services-ANALYTICAL	423
Total 8709:					493.92			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	168803	Lands Bill Prof Services _MARCH 2023	03/31/2023	2,288.75		100-413-322 Prof Serv-Other	323
Total 2454:					2,288.75			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556C70138	Spare transducer	04/17/2023	1,678.38		520-810-614 Supplies-Plant/Shop/Maint	423
Total 8939:					1,678.38			
Grand Totals:					1,849,470.99			

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

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

APRIL 5, 2023

Mayor Neal E. McIntyre called the meeting to order at 5:00 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 Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Stan Lau, Councilwoman Fran McKay. Deputy City Manager Lydia Altick, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Senior Planner Shay League, City Attorney Brandi Jensen, Deputy City Attorney Aaron Mouritsen, City Treasurer Denise Lewis, Deputy Finance Director Thomas Lukas, Public Works Director Dave Whalen, Administrative Specialist III April Homme.

1.2. Public Forum

No public input

1.3. (For Possible Action) Approval of Agenda

Motion: MOTION TO APPROVE AGENDA WITH THE REMOVAL OF ITEM 7.4. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan 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 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.

Motion: MOTION TO APPROVE CONSENT AGENDA AS WRITTEN. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan 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.

Chief Deputy Mitch Branningham, Lyon County Sheriff's Office, gave a report for the month of March 2023. In reviewing the statistical comparison for two months, the statistical numbers were almost identical in every statistical category except for a couple. There was an increase in the number of civil papers that were served, 95 in March and 43 in February; an increase in non-criminal calls, 200 in March and 146 in February; and an increase in criminal calls, 87 in March and 73 in February. The sheriff's department held a meeting on Thursday, March 30th, with the Fernley City Schools Administrators. They talked about the safety of our schools and some programs that they can do differently to make our schools a safer place for our kids. In the coming days, there will be a joint release from the sheriff's office and school district on more information. He thanked Ray Lowery and his crew for their help last week with the incident at the golf course. On Tuesday, April 11, 2023, the department will launce “Handle With Care”. This is a program where if a child is involved in a traumatic incident outside of school, it is the process for law enforcement to notify the school of what has happened with that child. Sheriff Pope has hired 13 new deputies already this year and 8 are already in field training. The department is working on Donate Life Month with the donor network and is encouraging people to sign up to be organ donors. Sergeant Gab Santos was introduced.

The Council thanked the Sheriff's department for all their hard work and dedication to Fernley. Councilwoman Zoberski asked that the Council be updated on how the schools and the sheriff's department are working together and how the information is getting out to the public.

North Lyon County Fire Department Chief Jason Nichol stated that statistics have not changed much from last report. Over the course of the last few days we have had several suspicious outhouse fires.
Public Works Director Dave Whalen stated that the outhouses were city owned and are about $2500.00 to replace. The City's insurance deductible is $2000.00.

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 informed council that Bailee Scott had accepted the position as Building Inspector 1 in the Building Department.

Deputy City Manager Lydia Altick made a public announcement in regards to the Mayor's Clean Sweep, on Saturday, April 29, 2023, at 8:00 am at the Out Of Town Park, and the Easter Egg Hunt on Sunday, April 9, 2023, starting at 1:00 at the Out of Town Park. The Mark IV raise grant project pre-award letter has been submitted to the Federal Railroad Administration.

Ward 1 - Councilman Ryan Hanan thanked the staff and wanted to highlight this month Building Official Charity Birkel and Deputy City Attorney Aaron Mouritsen for working so diligently for the past four (4) months to get an issue rectified in Ward 1.

Ward 4 - Councilman Albert Torres gave a reminder of the upcoming Senior Citizens Advisory Committee on April 14, 2023 at 9:00 am in Council Chambers.

Ward 5 - Councilwoman Fran McKay gave a reminder of the Easter Egg Hunt at Out of Town Park on Sunday.

Mayor Neal McIntyre stated that the City Budget workshop will be Thursday April 6, 2023, at 5:00 pm, and if needed, again on April 7, 2023, at 5:00 pm. The Mayor's Clean Up is scheduled for April 29, 2023, from 8:00 am - 12:00 pm, volunteers will meet at the Out of Town Park gazebo. He thanked the Fernley ACES for the success of the comedy night at the FCTA-sponsored event. FCTA has many events coming up and they will be posted on the website. The Mayor also responded to Councilman Lau in regards to zeroscape in Fernley stating that he is working on the zeroscape with Bryce Alstead who headed the zeroscape project in Las Vegas. He also responded to former Mayor Goodman in regards to the C-tax and wanted the citizens to know that he has talked with congressmen, senators, legislators and also the Governor of the State of Nevada about Fernley getting its fair share of the C-Tax. He also reported on the Tri Center.

3.2. State of Nevada Legislative update.

Nick Vanderpool, Flynn Guidici Government Affairs, reported that there are significant changes to language in the legislature. April 14 is the deadline to get bills out of committee in the first house and April 25th is the deadline to pass the first house. Senate Bill 18 which is the City of Fernley bill, passed out of committee today (April 5) unanimously and will now go to the floor for a vote. Senate Bill 90 designates the wild horse as the official animal in the State of Nevada. Senate Bill 432 will look at sharing the revenue as it specifically pertains to the Tesla deal and looking at sharing the abates that were offered. There are approximately 150 bills that they are tracking for the City of Fernley.

4. PROCLAMATIONS BY THE MAYOR

The Mayor presented two proclamations: (1) Sexual Assault Prevention month is April 2023 in the City of Fernley, and (2) Child Abuse Prevention month is April 2023 in the City of Fernley.

5. PRESENTATIONS

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

Shayla Holmes, Lyon County Human Services, gave a report on child abuse and updates on services and stats in the region. They are working actively with Big Brothers/Big Sisters here in Fernley and the school district. Fernley needs more interested adults for the Big Brothers/Big Sisters program. They are having a campaign going on this weekend with Pinwheels.

Jenna Dikes, Children Services Division Manager Lyon County, reported on the services that they provide.

Candice Mortenson, Lyon County Division of Child and Family Services, reported that on March 6, 2023, Lyon County became its own district office through the State of Nevada Division of Child and Family Services. She also reported that there are not enough foster homes in Lyon County and that the children are being sent to other counties or being housed in hotels and with staff. She explained the process of becoming a foster parent.

Councilwoman Zoberski asked if senior citizens and high school kids could be volunteers as Big Brother Big Sisters and was informed that there are pilot programs in the process.

Councilman Hanan thanked them for educating the public on this situation in Lyon County.

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

Deputy Finance Director, Thomas Lukas, gave a presentation of the quarterly financials for the City of Fernley as of December 31, 2022.

Mayor McIntyre called for a break: 6:24 PM - 6:39 PM

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.

Building Official Charity Birkel presented the first reading of Bill #325. The changes requested have been made to allow for one (1) antique vehicle.

Councilman Torres expressed concern about 4th amendment infringements. He would also like to cover exemptions for construction companies. He would also like to see clarification on junk vehicles and equipment along with lot size.

Deputy City Attorney Mortensen clarified 4th amendment and how it would not be affected by this Bill. He also stated that the NRS Statute is not changing. The city can pass laws as long as they are not in conflict with what the NRS states. They can be more restrictive than the NRS but not less than restrictive.

Councilwoman Zoberski would like to know what the process is in notifying the public of changes to the ordinance. She suggested having a workshop to inform the public and get their input before adopting.

Councilwoman McKay agreed with a public workshop.

Councilman Lau was opposed to a workshop. He believes this bill is not about agriculture or business properties but it is about residential.

Councilman Hanan expressed concerns about certain exemptions that may create other problems and agrees that a public workshop would be good to work out the specific details.

Mayor Neal McIntyre stated he would like to bring this back to council and discuss having a workshop.

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)

Senior Planner Shay League presented a report regarding current notice procedures to the public.

Councilwoman McKay would like to increase the radius boundary for notification.

Motion: MOVE TO DIRECT STAFF TO PREPARE A REPORT COMPARING OTHER RURAL COMMUNITIES WHAT THEIR FOOTAGE IS AND BRING IT BACK AS A STAFF REPORT AS SOON AS POSSIBLE FOR FURTHER COUNCIL DISCUSSION AND DIRECTION. **Action:** Approved, **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Albert Torres, Councilman Stan Lau, Councilwoman Fran McKay, Councilwoman Felicity Zoberski, Councilman Ryan Hanan.

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

Deputy City Manager Lydia Altic requested from City Council direction as to the use of the Old School House, including relocation and reuse, donating the building, and demolition and the costs associated with each option. The Old School House is located on the Fernley Depot property and is not included in the scope of the Community Response & Resource Center and the Fernley Depot development. Options presented were to work the use of the building into the scope of the work of the CRRC, donate the building back to the Dayton community, relocate the building somewhere else or demolish it.

Motion: MOTION TO DIRECT STAFF TO DONATE THE BUILDING IN THE FISCAL YEAR 2024 AND BUDGET THE COST OF DONATING THE OLD SCHOOL HOUSE INTO THE FISCAL YEAR 2024 BUDGET. **Action:** Approved**. Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed. **Summary:** Yes 4. No 1. **Yes:** Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, **No:** Councilwoman Fran McKay.

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

Mayor Neal McIntyre asked that the recommended motion be changed to "approve staff to move forward with drafting a contract for the recruitment services for City Manger with Bakertilly not to exceed $25,000." He stated that he had reached out to three different firms to give a proposal for finding a City Manger. The first one he called was retired and no longer doing it. The second one he emailed and did not receive a response. Bakertilly was the only one who gave a proposal.

Bakertilly gave a presentation on their background and specifics on their services and the process.

Councilman Ryan Hanan asked that a link be added to the City website to go directly to Bakertilly.

Councilwoman Felicity Zoberski asked about status reports and was informed that they are sent weekly.

Motion: MOTION TO APPROVE STAFF TO MOVE FORWARD WITH DRAFTING A CONTRACT FOR THE RECRUITMENT SERVICES FOR CITY MANGER WITH BAKERTILLY NOT TO EXCEED $25,000. **Action:** Approved, **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman

Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

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

Item removed from agenda

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 Jenny's and other streets that might be of concern. (Councilman Lau)

Councilman Stan Lau would like stop signs on Raptor and Jenny's Lane.

Councilman Ryan Hanan wanted to know if Public Works have any concerns with other streets that could be put into this action. Would like to have PW look at the streets that are a concern at this time.

Public Works Director Dave Whalen stated that PW does not have any other concerns at this time and PW can put up stop signs.

Councilwoman Fran McKay would like to see a 4 way stop at Jenny's Lane and Rosewood and change the 4 way stop on Rosehip and Rosewood to just a stop on Rosehips.

Motion: MOTION TO APPROVE A 4-WAY STOP SIGN ON JENNY'S LANE AND RAPTOR, AND A 4-WAY STOP ON ROSEWOOD AND JENNY'S LANE, AND CHANGE THE 4-WAY STOP ON ROSEWOOD AND ROSEHIP TO JUST A STOP ON ROSEHIP. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None

10. PUBLIC FORUM

Fernley Resident James Roberts praised the council for working together. He expressed concern in regards to item 6.1 definitions.

Fernley Resident Laura Griffin stated that she would like to see a public workshop before item 6.1, Bill #325 is passed.

Fernley Resident Becky would like to see townhall or workshop for the public in regards to Bill #325.

Fernley Resident Lewie Brye stated that he has been dealing with the NRS rules for 12 years. He would like to have a workshop to clarify state and city ordinances.

Mary Bonno (Zoom) stated that she sent an email with her concerns because the public input form on the website was not working. She is that Bill #25 ordinance amending Title 16, Chapter 1 will violate her the 4th amendment rights.

Councilwoman Felicity Zoberski stated she would like to hear approval of new business licenses from the consent agenda at future council meeting.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:23 pm.

Approved by the Fernley City Council on May 3, 2023, by a vote of:

AYES ________ NAYS:________ ABSTENTIONS:________ ABSENT:________

___________________________________ ___________________________________

Mayor Neal E. McIntyre City Clerk Kim Swanson

MINUTES OF THE

FERNLEY CITY COUNCIL MEETING

APRIL 6, 2023

Mayor Neal McIntyre called the Fernley City Council Special meeting to order at 04:00 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

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

1.2. Public Forum

None at this time.

1.3. (For Possible Action) Approval of Agenda

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

2. STAFF REPORTS

2.1. Consideration of correction action pursuant to NRS 241.0365 on action previously taken by city council on March 15, 2023. (Discussion and for possible action). The City Council will consider whether to rescind the vote taken on agenda item # 7.1 of the regular meeting held on March 15, 2023. (Merit pay compensation of City Attorney paid to City Attorney administrative staff)

Motion: MOTION TO RESCIND THE VOTE TAKEN ON AGENDA ITEM #7.1 OF THE REGULAR MEETING HELD ON MARCH 15, 2023, SPECIFICALLY MERIT PAY COMPENSATION OF CITY ATTORNEY PAID TO CITY ATTORNEY ADMINISTRATIVE STAFF. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Ryan Hanan.

2.2. Reconsideration of agenda item 7.1 from March 15, 2023 (Merit pay compensation of City Attorney to be paid to City Attorney administrative staff). (Discussion and possible action). The City Council will discuss and take possible action regarding merit pay of the City Attorney to be awarded to City Attorney administrative staff.

Attorney Paul Anderson made clarification that this item is to take corrected action on open meeting law and reconsider the compensation portion of the agenda item on March 15, 2023, which was under agenda item 7.1.

Councilman Albert Torres asked to have input from HR and finance, and would like to know what is allowed by policy statue in past practice for council to award Ms. Jensen.

Human Resource Manager Jackie Moxley stated that in the contract on Page 2, it indicates that if Ms. Jensen has reached the top of her current adopted salary range, she will receive longevity pay as outlined in the master-adopted personnel policies. Regardless of whether or not she has reached the top of the salary range, she will still be entitled to the COLA increase given to city employees.

City Treasurer Denise Lewis stated that city policy states that a city employee will not be paid a regular rate of pay above the top step of the salary range for his or her classification. Per the Class and Compensation Study approved by council on March 15, 2017, the max salary range represents the max rate of pay that an employer will pay for a job or skill set. There is a reason for policies like this. The salary scale policy is a document that not only identifies the minimum and maximum rate of pay, it provides consistency and sustainability for the city and it helps employers and managers reach the expenses and provides equity amongst staff. The only time a salary scale changes is when there has been a COLA approved by council and when there has been a salary study approved by council. Per policy, employees that have been at the top of their salary range for a year shall receive what's called a longevity bonus of $150. each year. Providing extraordinary monetary bonuses to staff that are above and beyond their normal rate of pay has not been past practice and the city does not budget for such bonuses. In the past eleven years, a bonus was paid to the city manager due to a low salary. There has also been a policy to pay staff for training and certification achievements, otherwise it is not customary for the city to pay bonuses. NRS 354626 refers to unlawful expenditure of money in excess of a not appropriated, this law states that we may not expend money in excess of the amounts appropriated or otherwise approved by council. Merit increases are tied to performance. Approving this would put pressure on leadership to give away their raises and in the event a leader leaves the city, staff would get a raise based on the salary of someone who is no longer there. Her recommendations are these: comply with city policy and not pay wages above the max wage rate for consistency and sustainability. Stay consistent with past practices. Bonuses have never been included in the budget.

Councilwoman Fran McKay asked if the employees could be reclassified to the next step up in grade level with council approval. She stated any possible discussions regarding the attorneys contract should be done under a future agenda item.

City Attorney Brandi Jensen asked for a recess.

Break 4:14 pm - 4:19 pm

City Attorney Brandi Jensen asked if there could be an option to make modifications to her contract that would allow her to have whatever longevity pay that is given to other employees through the CBA and personnel policy that she also gets awarded that same thing.

Motion: MOTION TO WITHDRAW THE RAISE INCREASE TO THE CITY ATTORNEY STAFF AND TO AWARD LONGEVITY PAY AND THE JULY COLA INCREASE TO THE CITY ATTORNEY. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Hanan would like to add to a future agenda directing staff to come up with the appropriate measures to award bonuses to employees who should be recognized and appreciated in whatever manner that they believe is fit and follows the contract and the union agreement.

Councilwoman Fran McKay would like to discuss renegotiating the City Attorney's contract.

4. PUBLIC FORUM

None

5. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Special meeting adjourned at 4:32 pm.

Approved by the Fernley City Council on May 3, 2023, by a vote of:

AYES ________ NAYS:________ ABSTENTIONS:________ ABSENT:________

___________________________________ ___________________________________

Mayor Neal E. McIntyre City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 4/13/2023-04/26/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Fernley Downton Corridor Associati	President, Lowell Pat	PO Box 2288	Fernley	NV	89408	775-686-0521	Non-Profit Event\Service	Educate & support improveme
Sierra Controls, LLC	D and L Enterprises,	5470 Louie Lane, Suite 104	Reno	NV	89511	775-236-3350	Contractor	Water/Wastewater controls/mo
ACE Insulations NV Inc	Dwaine McCoy	605 Glendale Ave Suite 105A	Sparks	NV	89431	775-358-0676	Contractor	Insulation Contractor #83562
Amanda L. Casey, MS, CCC-SLP,	Amanda Hartley	9776 Quartette Dr.	Reno	NV	89521	775-451-7220	Medical Office or Service	Speech Therapy: impairments/l
Donna Cutler	Donna Cutler	145 W. Main St.	Fernley	NV	89408	951-640-0706	Massage Therapist	Massage therapist
Liberty Fitness	Jean & Michael Bord	888 Cottonwood Ln	Fernley	NV	89408	775-404-1116	Fitness\Weight\Health Se	Martial arts and boxing classes
Hustle Partners LLC	Robert Christy/Dean	300 E 2nd St. Ste 1510 Rm B	Reno	NV	89501	775-418-6908	Employment Agency/Te	Labor lifecycle platform
Silver Apothecary Co.	Jennifer Hoffman	943 Bridgit Circle	Fernley	NV	89408	530-566-7300	Wholesale and/or Retail	Handmade candles & body car
Love Blinds LLC	Mylinh Lidder	640 Mastro Dr. Ste 111	Reno	NV	89511	775-815-2238	Contractor	Flooring/Blinds Contractor #90

Grand Totals:

9

Report Criteria:

License.Status = "Active"

Business.Origination date = 4/13/2023-04/26/2023

CITY OF FERNLEY

City Council

AGENDA REPORT

Meeting Date: May 3, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Jessica Dover**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	100-475-430

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Award a Contract for Construction for the FY 22/23 PMP Maintenance Project (Project) to: Sierra Nevada Construction, Inc. (SNC), in an amount not to exceed $1,384,007, plus a 4% contingency of $55,000.

AGENDA ITEM BRIEF:

The proposed major work items include, but are not limited to: Rapid setting slurry seal, asphalt pavement patching, crack sealing on local roads, Portland cement concrete improvements, pavement markings, traffic control, drainage improvements and public relations activities.

RECOMMENDED MOTION:

"I move to Award a Contract for Construction for the FY 22/23 PMP Maintenance Project (Project) to: Sierra Nevada Construction, Inc. (SNC), in an amount not to exceed $1,384,007, plus a 4% contingency of $55,000."

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:

1. City Council may award the proposed Contract for Construction Services to Sierra Nevada Construction, Inc. (SNC)
2. City Council may reject the proposed Contract and provide additional direction to the City Manager

BACKGROUND:

PROJECT SUMMARY:

The proposed major work items include, but are not limited to: Rapid setting slurry seal, asphalt pavement patching, crack sealing on local roads, Portland cement concrete improvements, pavement markings, traffic control, drainage improvements and public relations activities.

The Project was advertised in the Reno Gazette Journal, and the Lyon County News Leader between the dates of March 22, 2023 to April 12, 2023. Staff opened bids on April 12, 2023. The list of bidders and total bid prices for the Project are included in Lumos' Recommendation of Award, attached.

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

The proposed Contract for Construction (Contract) will complete preventative maintenance treatments for local streets within: Fernley Hills 1, Sage Ranch EST Unit 1, Sage Valley EST 1-4, Equestrian EST 1, Farm View EST, Farm LN EST, Mountain View EST and Rolling Meadows Phase 4 subdivisions, Sage ST and Sage Dr. Minor drainage improvements within the project area will be included in the Project. These drainage improvements include upsizing culverts that cross under intersections in the Sage Ranch neighborhood. Many of the streets within the FY 22/23 Project area have not been previously slurried. Streets included in the FY 22/23 Project area are shown per the attached, Base Bid Sheet Index and Vicinity Map, (Sheet C1.1) and Options 1-3 Slurry Sheet Index and Vicinity Map, (Sheet C1.1).

The Contract for Construction will also include the following improvements and repairs:

- Additional Striping Work, shown per attached, Option 5 Striping Only Sheet Index and Vicinity Map, (Sheet C1.3)
- Additional Crack Seal Work; the City's FY 18/19 PMP Project area, depicted per attached, Option 4 Crack Seal Only Vicinity Map, (Sheet C1.2)

Lumos and Associates, Inc. (Lumos) has assisted many agencies in northern Nevada with Engineering Design and Construction Management Services for Pavement Maintenance. They prepared plans, specifications and estimates for the Project, and will be providing applicable Construction Management Services including inspection and materials testing.

BACKGROUND:

The intent of the City's annual PMP Maintenance Project is to complete appropriate maintenance treatments for streets that have been selected by Staff, using key parameters of the City of Fernley Pavement Management Program, Resolution #2015-008, adopted by City Council September 16, 2015. The Pavement Management Program (PMP) provides Staff with direction necessary to evaluate and prioritize pavement preservation projects, while providing clarification to stakeholders regarding the project selection process.

The annual slurry project associated with the City's Pavement Management Program applies to street sections within the Network that have been identified as candidates to receive preventative maintenance treatments. Six (6) preventative maintenance treatment projects have been completed since project implementation in

2016. Staff estimates preventative maintenance treatments have been completed on approximately 60% of the City's total eligible Pavement Management Sections within the Network over this 7-Year period. Currently, approximately 80% of the City's total paved Street Network is eligible for preventative maintenance treatments; another approximately 10% are eligible for corrective maintenance treatments.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

LEGAL IMPLICATIONS:

Nevada Statutes:

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

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

- $1,600,000 (100-475-430), PMP Project, Sage Valley EST, Sage Ranch EST, Fernley Hills Unit 1, Sage ST, Sage DR, Mountain View EST, Equestrian EST, Farm LN EST, Sage Drainage Improvements (Page 161, 212, A-29)

Proposed Contract for Construction Services

City of Fernley Standard Agreement for Construction Services, **SNC** (attached)

Total Base Bid	$971,145.56
Total Options (No. 1-5)	$412,861.44
Total (Base Bid and all Options):	**$1,384,007**

Staff is requesting that FCC approve an additional approximate **4% contingency** in the amount of **$55,000**. If it is necessary to perform work to be paid from the proposed contingency amount, a written request from the Contractor detailing the need, scope and not-to-exceed budget for any proposed work will be submitted following the process stipulated in the Project Contract Documents. Work shall proceed only with the City Project Manager's prior written approval.

Existing Contract for Design Professional Services

City of Fernley Standard Contract for Engineering Services, **Lumos and Associates, Inc.**

This Contract, effective October 19, 2022, includes Engineering Design and Construction Management Services, in an amount not to exceed $251,200. The following Tasks have been included in the Scope of Services (Attachment A to the City of Fernley Standard Contract for Engineering Services, Lumos):

Total Design and Bidding Services: (Tasks 1.A-1.D)	$98,700
Total Construction Services: (Task 2.A-2.B.4 and 2.C)	$103,500
Total Public Outreach: (Task 3.A)	$4,900

Total OPTIONAL Engineering Services: (Tasks 2.B.5, 3.B, 4 and 5)	$44,100
Total (Including OPTIONAL Services):	**$251,200**

Total Proposed FY 22/23 PMP Maintenance Project

SNC Standard Agreement for Construction Services	$1,384,007
Proposed 4% Contingency	$55,000
Lumos Standard Contract for Engineering Services	$251,200
Total:	**$1,690,207**

The total amount proposed exceeds the amount approved as part of the FY 23 Budget for the Project. Additional funding for the Project will come from the City's General Fund, Streets and Storm Drains Department, (GL: 100-475-320), should an overage occur.

ATTACHMENTS:

1. 2023.05.03 SNC Contract for Construction
2. LY-2023-270_FY 22-23 PMP Maintenance Project_Recommendation for Award_04.14.2023_Compiled v2
3. FY 22-23 PMP Maintenance Project_Base Bid Index Sheet
4. FY 22-23 PMP Maintenance Project_Options 1-3 Slurry Sheet Index
5. FY 22-23 PMP Maintenance Project_Option 4 Crack Seal Only Sheet Index
6. FY 22-23 PMP Maintenance Project_Option 5 Striping Only Sheet Index

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

THIS AGREEMENT is by and between **City of Fernley** ("Owner") and

Sierra Nevada Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The Work generally includes but is not limited to: Rapid setting slurry seal, asphalt pavement patching, crack sealing on local roads, Portland cement concrete improvements, pavement markings, traffic control, drainage improvements and public relations activities.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **FY 22/23 PMP Maintenance Project.**

ARTICLE 3 – ENGINEER

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **70** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 4, inclusive).
4. Other bonds. None
5. General Conditions (pages 1 to 66, inclusive).
6. Supplementary Conditions (pages 1 to 12, inclusive).
7. 2023 Prevailing Wage Rates: Northern Nevada Rural Counties
8. Provisions of Nevada Revised Statute Chapter 338 (00521)
9. City of Fernley Division of Safety Form (00522)
10. Specifications as listed in the table of contents of the Project Manual including Appendix A.
11. Drawings (not attached but incorporated by reference).
12. Addenda (numbers ___ to ___, inclusive).
13. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (00410-1 thru 8, 00440-1 thru 3, and 00450-1 thru 3)
14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.

B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

This Agreement will be effective on May 03, 2023 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_______________ *(Authorized Signature)*	_______________ *(Authorized Signature)*
By: Neal McIntyre *(Printed Name)*	By: _______________ *(Printed Name)*
Title: Mayor, City of Fernley	Title: _______________
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _______________	Attest: _______________
Title: Kim Swanson, City Clerk, City of Fernley	Title: _______________
Address for giving notices:	Address for giving notices:
City of Fernley, Engineering Department	_______________
595 Silver Lace BLVD	_______________
Fernley, NV 89408	_______________
	License No.: _______________ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno www.LumosInc.com

Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

April 14, 2023

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

Subject: FY 22/23 PMP Maintenance Project
Recommendation of Award

Dear Jessica:

As you are aware, bids for the above referenced project were received and opened on April 12, 2023. Two (2) bids were received with Sierra Nevada Construction, Inc. having the lowest total bid of $1,384,007.00.

Sierra Nevada Construction, Inc., a Nevada contractor licensee, is of good standing and their bid was found to be complete. Therefore, we recommend that award be considered to Sierra Nevada Construction, Inc. for Base Bid and any and all Options as determined by the City of Fernley in an amount not to exceed $1,384,007.00.

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

Sincerely,

Brian Harer
Senior Project Manager
Construction Division

Attach: Bid Tabulation
Bid Opening Attendance Sheet
Bid Submittal Checklist

L:\LAProj\10869.000 - FY 22-23 PMP Maintenance Project\0-Project Management\Bid Assistance\Bid Tabs\LY-2023-270_FY 22-23 PMP Maintenance Project_Recommendation for Award_04.14.2023.docx

CITY OF FERNLEY - BID TABULATION

PROJECT: FY 22-23 PMP MAINTENANCE PROJECT — **BID OPENING: April 12, 2023** — **2:00 PM**

PWP# LY-2023-270

Item No.	Base Bid	Unit	Engineer's Estimate			SNC		Intermountain	
	Item and Description		Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total
1	TYPE II MICRO SURFACE	SF	$0.23	749,214	$172,319.22	$0.24	$179,811.36	$0.22	$164,827.08
2	WIDE CRACK REPAIR	LF	$6.50	1,561	$10,146.50	$16.00	$24,976.00	$40.00	$62,440.00
3	PAVEMENT CRACK SEALING	SF	$0.07	749,214	$52,444.98	$0.07	$52,444.98	$0.13	$97,397.82
4	4" SOLID WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.44	86	$37.84	$3.00	$258.00	$0.71	$61.06
5	4" SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.44	228	$100.32	$3.00	$684.00	$0.71	$161.88
6	4" DOUBLE SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.90	1,052	$946.80	$3.00	$3,156.00	$0.90	$946.80
7	12" SOLID WHITE (THERMOPLASTIC)	LF	$12.00	245	$2,940.00	$15.00	$3,675.00	$14.50	$3,552.50
8	24" SOLID WHITE (STOP BARS - THERMOPLASTIC)	LF	$14.50	67	$971.50	$25.00	$1,675.00	$19.00	$1,273.00
9	PREFORMED PAVEMENT MARKINGS (THERMOPLASTIC)	SF	$15.50	189	$2,929.50	$30.00	$5,670.00	$19.00	$3,591.00
10	RED CURB	LF	$2.00	21	$42.00	$15.00	$315.00	$1.40	$29.40
11	FULL DEPTH PAVEMENT PATCHING	SF	$10.00	22,755	$227,550.00	$10.00	$227,550.00	$13.00	$295,815.00
12	ADDITIONAL 1" ASPHALT PATCH DEPTH	EA	$1.00	1,000	$1,000.00	$0.50	$500.00	$4.70	$4,700.00
13	PROTECT AND ADJUST VALVES AND SURVEY MONUMENTS	EA	$1,300.00	15	$19,500.00	$1,500.00	$22,500.00	$1,100.00	$16,500.00
14	PROTECT AND ADJUST MANHOLES	EA	$1,400.00	10	$14,000.00	$1,500.00	$15,000.00	$1,200.00	$12,000.00
15	REMOVE AND REPLACE EXISTING HEADWALL	EA	$10,000.00	6	$60,000.00	$15,500.00	$93,000.00	$6,900.00	$41,400.00
16	REMOVE EXISTING PIPE	LF	$50.00	147	$7,350.00	$65.00	$9,555.00	$62.00	$9,114.00
17	INSTALL NEW PCC HEADWALL/ENDWALL	EA	$8,500.00	7	$59,500.00	$16,000.00	$112,000.00	$6,800.00	$47,600.00
18	INSTALL NEW 18" CMP PIPE	LF	$325.00	98	$31,850.00	$325.00	$31,850.00	$187.00	$18,326.00
19	INSTALL NEW 24" CMP PIPE	LF	$400.00	45	$18,000.00	$350.00	$15,750.00	$200.00	$9,000.00
20	INSTALL CLASS 150 RIP RAP AND BEDDING (OUTLET PROTECTION)	CY	$240.00	75	$18,000.00	$220.00	$16,500.00	$260.00	$19,500.00
21	PERMANENT AC PATCH FOR DRAINAGE IMPROVEMENTS	SF	$16.00	1,460	$23,360.00	$30.00	$43,800.00	$9.11	$13,300.60
22	INSTALL CONCRETE END SECTION AT OUTLET	EA	$5,000.00	1	$5,000.00	$14,475.22	$14,475.22	$7,800.00	$7,800.00
23	INSTALL 10" TRENCH DRAIN W/CONCRETE APRON	LF	$400.00	47	$18,800.00	$800.00	$37,600.00	$760.00	$35,720.00
24	MISCELLANEOUS CHANNEL GRADING AND/OR RIP RAP PLACEMENT	LF	$80.00	140	$11,200.00	$60.00	$8,400.00	$51.00	$7,140.00
25	CONTRACT ALLOWANCE	LS	$50,000.00	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	BASE BID TOTAL:				**$807,988.66**		**$971,145.56**		**$922,196.14**

Item No.	OPTION 1	Unit	Engineer's Estimate			SNC		Intermountain	
	Item and Description		Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total
O1.1	TYPE II MICRO SURFACE	SF	$0.23	164,987	$37,947.01	$0.13	$21,448.31	$0.22	$36,297.14
O1.2	WIDE CRACK REPAIR	LF	$6.50	1,986	$12,909.00	$14.00	$27,804.00	$40.00	$79,440.00
O1.3	PAVEMENT CRACK SEALING	SF	$0.07	164,987	$11,549.09	$0.06	$9,899.22	$0.13	$21,448.31
O1.4	4" DOUBLE SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.90	350	$315.00	$7.50	$2,625.00	$0.90	$315.00
O1.5	12" SOLID WHITE (THERMOPLASTIC)	LF	$12.00	127	$1,524.00	$18.00	$2,286.00	$14.50	$1,841.50
O1.6	PREFORMED PAVEMENT MARKINGS (THERMOPLASTIC)	SF	$15.50	21	$325.50	$25.00	$525.00	$19.00	$399.00
O1.7	FULL DEPTH PAVEMENT PATCHING	SF	$10.00	12,317	$123,170.00	$8.00	$98,536.00	$13.25	$163,200.25
O1.8	ADDITIONAL 1" ASPHALT PATCH DEPTH	EA	$1.00	1,200	$1,200.00	$0.50	$600.00	$4.70	$5,640.00
O1.9	PROTECT AND ADJUST VALVES AND SURVEY MONUMENTS	EA	$1,300.00	20	$26,000.00	$1,000.00	$20,000.00	$1,100.00	$22,000.00
O1.10	PROTECT AND ADJUST MANHOLES	EA	$1,400.00	5	$7,000.00	$1,000.00	$5,000.00	$1,200.00	$6,000.00
	OPTION 1 TOTAL:				**$221,939.60**		**$188,723.53**		**$336,581.20**

Item No.	OPTION 2 Item and Description	Unit	Engineer's Estimate Unit Cost	Engineer's Estimate Quantity	Engineer's Estimate Total	SNC Unit Cost	SNC Total	Intermountain Unit Cost	Intermountain Total
O2.1	TYPE II MICRO SURFACE	SF	$0.23	56,327	$12,955.21	$0.18	$10,138.86	$0.22	$12,391.94
O2.2	WIDE CRACK REPAIR	LF	$6.50	404	$2,626.00	$7.00	$2,828.00	$40.00	$16,160.00
O2.3	PAVEMENT CRACK SEALING	SF	$0.07	56,327	$3,942.89	$0.07	$3,942.89	$0.13	$7,322.51
O2.4	4" DOUBLE SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.90	160	$144.00	$7.50	$1,200.00	$0.90	$144.00
O2.5	12” SOLID WHITE (THERMOPLASTIC)	LF	$12.00	65	$780.00	$18.00	$1,170.00	$14.50	$942.50
O2.6	PREFORMED PAVEMENT MARKINGS (THERMOPLASTIC)	SF	$15.50	63	$976.50	$25.00	$1,575.00	$19.00	$1,197.00
O2.7	RED CURB	LF	$2.00	50	$100.00	$10.00	$500.00	$1.40	$70.00
O2.8	FULL DEPTH PAVEMENT PATCHING	SF	$10.00	1,480	$14,800.00	$20.00	$29,600.00	$5.50	$8,140.00
O2.9	ADDITIONAL 1” ASPHALT PATCH DEPTH	EA	$1.00	500	$500.00	$0.50	$250.00	$4.70	$2,350.00
O2.10	PROTECT AND ADJUST VALVES AND SURVEY MONUMENTS	EA	$1,300.00	3	$3,900.00	$800.00	$2,400.00	$1,100.00	$3,300.00
O2.11	PROTECT AND ADJUST MANHOLES	EA	$1,400.00	3	$4,200.00	$800.00	$2,400.00	$1,200.00	$3,600.00
	OPTION 2 TOTAL:				**$44,924.60**		**$56,004.75**		**$55,617.95**

Item No.	OPTION 3 Item and Description	Unit	Engineer's Estimate Unit Cost	Engineer's Estimate Quantity	Engineer's Estimate Total	SNC Unit Cost	SNC Total	Intermountain Unit Cost	Intermountain Total
O3.1	TYPE II MICRO SURFACE	SF	$0.23	58,014	$13,343.22	$0.18	$10,442.52	$0.22	$12,763.08
O3.2	PAVEMENT CRACK SEALING	SF	$0.07	58,014	$4,060.98	$0.07	$4,060.98	$0.13	$7,541.82
O3.3	4" DOUBLE SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.90	150	$135.00	$7.50	$1,125.00	$0.90	$135.00
O3.4	12” SOLID WHITE (THERMOPLASTIC)	LF	$12.00	48	$576.00	$18.00	$864.00	$14.50	$696.00
O3.5	24” SOLID WHITE (CROSS WALK - THERMOPLASTIC)	LF	$14.50	100	$1,450.00	$20.00	$2,000.00	$19.00	$1,900.00
O3.6	PREFORMED PAVEMENT MARKINGS (THERMOPLASTIC)	SF	$15.50	21	$325.50	$25.00	$525.00	$19.00	$399.00
O3.7	RED CURB	LF	$2.00	48	$96.00	$10.00	$480.00	$1.40	$67.20
	OPTION 3 TOTAL:				**$19,986.70**		**$19,497.50**		**$23,502.10**

Item No.	OPTION 4 Item and Description	Unit	Engineer's Estimate Unit Cost	Engineer's Estimate Quantity	Engineer's Estimate Total	SNC Unit Cost	SNC Total	Intermountain Unit Cost	Intermountain Total
O4.1	PAVEMENT CRACK SEALING	SF	$0.07	1,086,517	$76,056.19	$0.08	$86,921.36	$0.13	$141,247.21
O4.2	RED CURB	LF	$2.00	910	$1,820.00	$6.50	$5,915.00	$1.10	$1,001.00
	OPTION 4 TOTAL:				**$77,876.19**		**$92,836.36**		**$142,248.21**

Item No.	OPTION 5 Item and Description	Unit	Engineer's Estimate Unit Cost	Quantity	Total	SNC Unit Cost	Total	Intermountain Unit Cost	Total
O5.1	4" SOLID WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.44	11,159	$4,909.96	$0.35	$3,905.65	$0.71	$7,922.89
O5.2	4" BROKEN WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.28	27,579	$7,722.12	$0.30	$8,273.70	$0.60	$16,547.40
O5.3	4" BROKEN (2'/4') WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.28	2,094	$586.32	$0.30	$628.20	$0.60	$1,256.40
O5.4	4" SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.44	10,314	$4,538.16	$0.35	$3,609.90	$0.71	$7,322.94
O5.5	4" BROKEN YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.28	2,586	$724.08	$0.30	$775.80	$0.60	$1,551.60
O5.6	4" DOUBLE SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.90	11,755	$10,579.50	$0.75	$8,816.25	$0.90	$10,579.50
O5.7	4" DOUBLE (SOLID & BROKEN) YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.60	16,804	$10,082.40	$0.50	$8,402.00	$0.90	$15,123.60
O5.8	6" SOLID WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.60	15,316	$9,189.60	$0.50	$7,658.00	$0.80	$12,252.80
O5.9	6" BROKEN (2'/4') WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.60	2,267	$1,360.20	$0.50	$1,133.50	$0.80	$1,813.60
O5.10	8" SOLID WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.90	9,469	$8,522.10	$0.70	$6,628.30	$0.90	$8,522.10
O5.11	8" BROKEN (2'/4') WHITE STRIPING PAINT (TYPE II WATER BORNE)	LF	$0.90	640	$576.00	$0.70	$448.00	$1.00	$640.00
O5.12	RED CURB	LF	$2.00	2,208	$4,416.00	$2.50	$5,520.00	$1.40	$3,091.20
	OPTION 5 TOTAL:				**$63,206.44**		**$55,799.30**		**$86,624.03**
	BASE BID + ALL OPTIONS TOTAL:				**$1,235,922.19**		**$1,384,007.00**		**$1,566,769.63**

	SNC	Intermountain
BID PROPOSAL:	X	X
BID BOND:	X	X
FIRST TIER SUBCONTRACTORS (5%):	X	X
MATERIAL SUPPLIERS:	X	X
NEVDADA BUSINESS/CONTRACTORS LICENSE:	X	
ADDENDUM #1:	X	X
1% SUBCONTRACTORS (2 HOUR LIST):	X	X
PREFERENTIAL BIDDER STATUS:	X	X
UNIFORM AFFIDAVIT OF CERTIFICATION:	X	X
SUBCONTRACTORS:	ALL AMERICAN ASPHALT SEALING INC	ARMAC CONSTRUCTION

FY 22/23 PMP Maintenance Project
(PWP-LY-2023-270)
Bid Opening Attendance Sheet
City of Fernley – Engineering Department
April 12, 2023
2:00 PM

Name	Company	Phone Number	Email Address
J. Dover	CoF	(775) 784-9919	jdover@cityoffernley.org
BRIAN HARER	LUMOS	775-827-6111	BHARER@LUMOSINC.COM
DAVE CHACON	I.S.S.	775-224-6467	david.chacon@gcinc.com
Carlos Guerrero	SNC	775-355-0420	bids@snc.biz

City of Fernley
FY 22/23 PMP Maintenance Project
PWP No. LY-2023-270
Bid Submittal Checklist
April 12, 2023
2:00 PM

Contractor	Bid Form (00410)	Bid Bond (00430)	5% List (00440-1)	Proposed Material Suppliers (00440-3)	Preferential Bidder Status (00450-1)	Affidavit of Certification (00450-2,3)	State Business or Contractor's License	Addendum No. 1	1% List (00440-2)	Base Bid + ALL Options Total
Sierra NV CONST (SNC)	✓	✓	✓	✓	✓	✓	✓	✓	✓	$ $1,384,007.00
							NV only			$
Intermountain Slurry Seal (ISS)	✓	✓	✓	✓	✓	✓	✓	✓	✓	$ $1,566,769.63
										$
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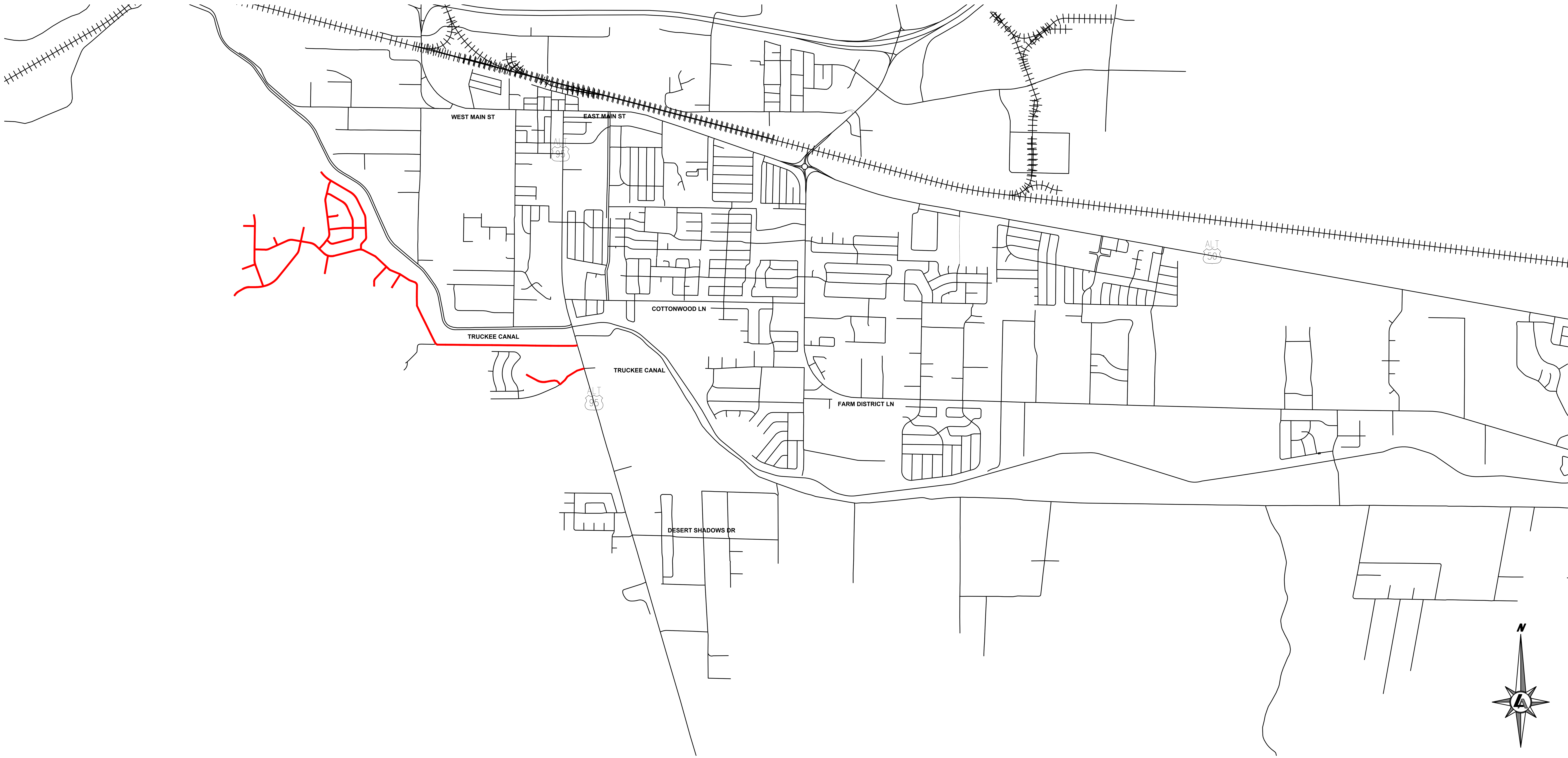

CITY OF FERNLEY: PAVEMENT MAINTENANCE SHEET INDEX

PAVEMENT MAINTENANCE PLAN

FERNLEY HILLS 1	
SARIO DR	P1.20
SAGE RANCH EST UNIT 1	
BANDANA CT	P1.2
BUNKHOUSE CT	P1.5
CABLE CANYON WY	P1.0, 1.1, 1.2
SEA BISCUT DR	P1.2, 1.3, 1.4, 1.5, 1.6
STALLION CT	P1.0
SAGE VALLEY EST 1-4	
BUCKSKIN DR	P1.8, 1.9, 1.10
FERNLEY HILLS DR	P1.20, 1.21
LASSO WY	P1.8, 1.9, 1.10
MUSTANG WY	P1.10, 1.11
RAWHIDE DR	P1.9
ROAN CT	P1.13
SADDLEHORN WY	P1.7, 1.8, 1.9, 1.10
SAGE DR	P1.16, 1.17, 1.18, 1.19
SAGE ST	P1.1, 1.5, 1.10, 1.12, 1.13, 1.14, 1.15, 1.16
SORREL CT	P1.13, 1.14
STIRRUP CT	P1.9

PAVEMENT STRIPING PLAN

FERNLEY HILLS 1	
SARIO DR	P1.20
SAGE RANCH EST UNIT 1	
BANDANA CT	S1.2
BUNKHOUSE CT	S1.5
CABLE CANYON WY	S1.0, 1.1, 1.2
SEA BISCUT DR	S1.2, 1.3, 1.4, 1.5, 1.6
STALLION CT	S1.0
SAGE VALLEY EST 1-4	
BUCKSKIN DR	S1.8, 1.9, 1.10
FERNLEY HILLS DR	S1.20, 1.21
LASSO WY	S1.8, 1.9, 1.10
MUSTANG WY	S1.10, 1.11
RAWHIDE DR	S1.9
ROAN CT	S1.13
SADDLEHORN WY	S1.7, 1.8, 1.9, 1.10
SAGE DR	S1.16, 1.17, 1.18, 1.19
SAGE ST	S1.1, 1.5, 1.10, 1.12, 1.13, 1.14, 1.15, 1.16
SARIO DR	S1.20
SORREL CT	S1.13, 1.14
STIRRUP CT	S1.9

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WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

CITY OF FERNLEY
FY 22/23 PMP MAINTENANCE PROJECT
BASE BID
SHEET INDEX AND VICINITY MAP
FERNLEY LYON COUNTY NEVADA

REV	DATE	DESCRIPTION	BY

ISSUED FOR BIDDING
MARCH 2023

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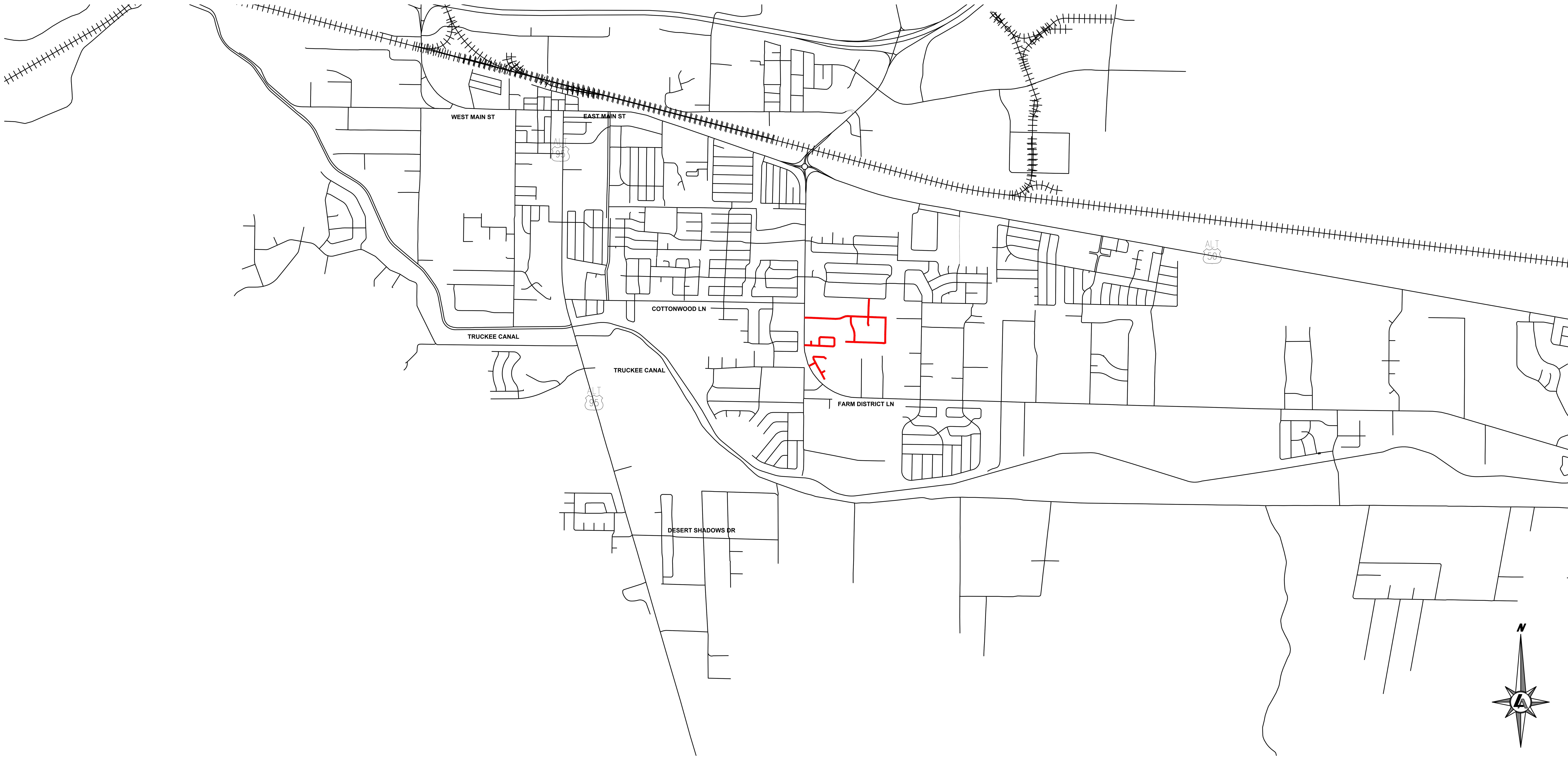

CITY OF FERNLEY: PAVEMENT MAINTENANCE SHEET INDEX

PAVEMENT MAINTENANCE PLAN

EQUESTRIAN EST 1

FARM LN	OP1.1.0

FARM VIEW EST

EMERSON CIR	OP3.1.0
EMERSON CT	OP3.1.0

FARM LANE EST

BUCKBOARD WY	OP1.1.2
CEJAY WY	OP1.1.1, 1.1.2
DINAH DR	OP1.1.1, 1.1.2
FARM LN	OP1.1.0, 1.1.1
MADISON CREEK DR	OP1.1.1, 1.1.2

MOUNTAIN VIEW EST

CRIMSON RD	OP2.1.0
JIMMY'S PEAK CT	OP2.1.0
JUNIPER PEAK CT	OP2.1.0
MOUNTAIN VIEW DR	OP2.1.0

ROLLING MEADOWS PHASE 4

MADISON CREEK DR	OP1.1.1

PAVEMENT STRIPING PLAN

EQUESTRIAN EST 1

FARM LN	OS1.1.0

FARM VIEW EST

EMERSON CIR	OS3.1.0
EMERSON CT	OS3.1.0

FARM LANE EST

BUCKBOARD WY	OS1.1.2
CEJAY WY	OS1.1.1, 1.1.2
DINAH DR	OS1.1.1, 1.1.2
FARM LN	OS1.1.0, 1.1.1
MADISON CREEK DR	OS1.1.1, 1.1.2

MOUNTAIN VIEW EST

CRIMSON RD	OS2.1.0
JIMMY'S PEAK CT	OS2.1.0
JUNIPER PEAK CT	OS2.1.0
MOUNTAIN VIEW DR	OS2.1.0

ROLLING MEADOWS PHASE 4

MADISON CREEK DR	OS1.1.1

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CITY OF FERNLEY

FY 22/23 PMP MAINTENANCE PROJECT
OPTIONS 1-3 SLURRY
SHEET INDEX AND VICINITY MAP

FERNLEY LYON COUNTY NEVADA

REV	DATE	DESCRIPTION	BY

ISSUED FOR BIDDING
MARCH 2023

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DESIGNED BY:	BDH
CHECKED BY:	AJG
JOB NO.:	10869.000

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NOTE: STRIPING SIGNIFICANTLY COVERED BY CRACK SEAL TO BE REPLACED

NOTE: EXISTING RED CURB ON CRACK SEAL ONLY STREETS TO BE REPAINTED TO EXISTING CONSTRAINTS OR BY THE DIRECTION OF CITY OF FERNLEY PER MUTCD/COF ORDINANCE

CITY OF FERNLEY: CRACK SEAL ONLY

DESERT SPRINGS

AMBER CT	
COLORADO CT	
DESERT LAKES DR (N)	
DESERT SPRINGS CT	
DESERT SPRINGS LN (E)	60 LF RED CURB
DESERT SPRINGS LN (W)	40 LF RED CURB
DIXIE LN (N)	20 LF RED CURB
DOUBLE EAGLE DR	40 LF RED CURB
FALLEN LEAF LN	40 LF RED CURB
GRANBY WY	
JORDAN CT	
JULIA LN (MIDDLE)	20 LF RED CURB
JULIA LN (W)	75 LF RED CURB
MARY LOU LN (N)	
POPPY HILLS CT	
POPPY HILLS DR	60 LF RED CURB

DESERT BLUFFS

CORNERSTONE WY	
DESERT SHADOWS LN	40 LF RED CURB
GREY BLUFFS DR	40 LF RED CURB
RED BLUFFS WY	60 LF RED CURB
WHITE BLUFFS CIR	100 LF RED CURB

DONNER TRAILS

EMIGRANT WY	235 LF RED CURB
JESSICA LN	40 LF RED CURB
NV PACIFIC BLVD	40 LF RED CURB

NEWLANDS DR

E NEWLANDS DR

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CITY OF FERNLEY

FY 22/23 PMP MAINTENANCE PROJECT OPTION 4 CRACK SEAL ONLY VICINITY MAP

FERNLEY LYON COUNTY NEVADA

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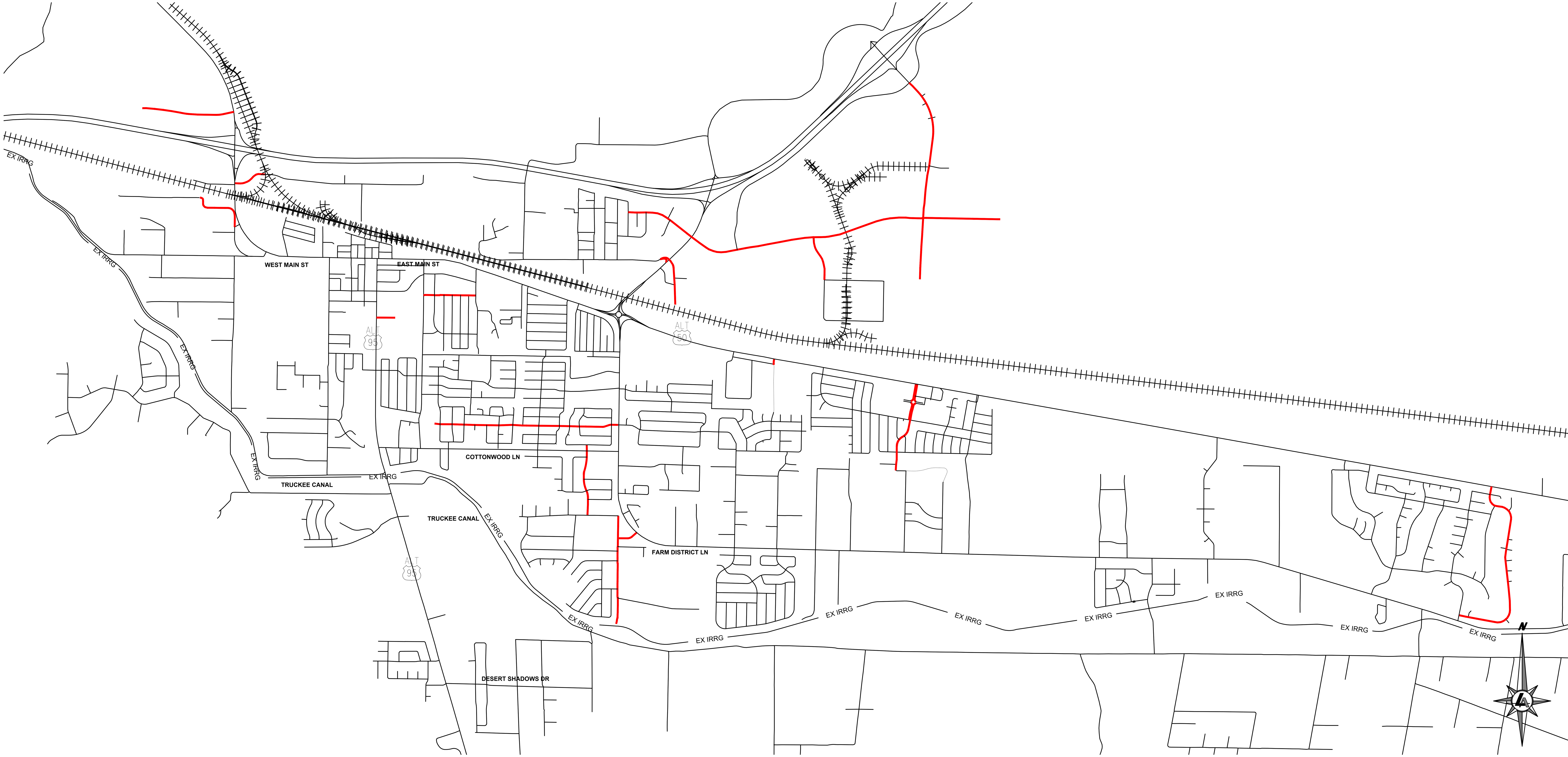

CITY OF FERNLEY: PAVEMENT MAINTENANCE SHEET INDEX

STRIPING ONLY PLAN

CHISHOLM TR	O5.1.0
COMMERCE DR	O5.2.0
COOK WY	O5.3.0-O5.3.1
FALCON DR	O5.4.0
FREMONT ST	O5.5.0
JENNY'S LN	O5.6.0-O5.6.2
LOGAN LN	O5.7.0
LYON DR	O5.8.0
MESA DR	O5.9.0-O5.9.1
NEVADA PACIFIC BLVD	O5.10.0-O5.10.1
NEVADA PACIFIC PKWY	O5.11.0-O5.11.3
NEWLANDS DR E	O5.12.0-O5.12.6
NEWLANDS DR W	O5.13.0-O5.13.1
RICCI LN	O5.14.0-O5.14.2
RIVER RANCH RD	O5.15.0
WEDGE LN	O5.16.0-O5.16.3
WILLOW WY	O5.17.0
WILSON WY	O5.18.0

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CITY OF FERNLEY

FY 22/23 PMP MAINTENANCE PROJECT
OPTION 5 STRIPING ONLY
SHEET INDEX AND VICINITY MAP

NEVADA | LYON COUNTY | FERNLEY

REV	DATE	DESCRIPTION	BY

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MARCH 2023

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03/30/2023 11:48 am mwimberley

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: May 3, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Kari Weitzel**

FINANCIAL IMPACT:		CURRENTLY BUDGETED:		FUND/ACCOUNT:
Yes:X	No:	Yes:X	No:	230-575-730

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to approve a contract with CFA, Inc. for engineering design and construction services for the All-Abilities playground at Green Valley Park for an amount not to exceed $18,300.

AGENDA ITEM BRIEF:

Staff is is seeking approval to execute a contract for engineering design and construction services for the All-Abilities playground at Green Valley Park.

RECOMMENDED MOTION:

"I move to approve a contract with CFA for engineering design and construction services for the All-Abilities playground at Green Valley Park for an amount not to exceed $18,300."

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 continue with the design and construction of the all-abilities playground at the Green Valley Park.

BACKGROUND:

During the 22/23 fiscal year budget process, City Council directed staff to reach out and get estimates on what it would cost to add an all-abilities playground to Green Valley Park. $200,000 was placed in the budget for the project. Staff worked with a design engineer to create a design that would fit into our budget. The estimate consists of a playground area of about 1,600 sq. ft, 4-5 pieces of play equipment for all sensory types and has a soft rubber tile surface that is ADA accessible .

After estimates were received, staff brought back the preliminary design to the City Council on March 1, 2023 for review and approval. The City Council directed staff to move forward with the design and construction of the all-abilities playground as presented. This contract for engineering services will complete the design and specifications needed to advertise and bid on the project for construction.

We have received a proposal from CFA, Inc. for engineering and construction services to move forward with the design and construction of this playground area. CFA, Inc. was the design engineer for the Green Valley Park Project that was completed in 2022. CFA, Inc. has also worked with the City of Sparks to design new all-abilities playgrounds and parks. Staff believes CFA, Inc. is qualified to perform the work.

This proposal will be a part of the $200,000 budget that was approved for FY22/23.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625 Professional Engineers
NRS 332 Purchasing
NRS 338 Public Works

FINANCIAL IMPLICATIONS:

$200,000 is currently budgeted for the project. The proposal is within the estimated budget for the project.

ATTACHMENTS:

1. 2023.05.03 Professional Contract - CFA Attachment A
2. Proposal-GVP All-Abilities - Attachment B

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this __3rd__day of _ May ___, __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 __CFA, INC_________, a __Consultant________, whose address is _1150 Corporate Blvd. Reno, NV 89502__________ ("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 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 APPROVALCOMPENSATION 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 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 6.0)	$ 18,300
Subtotal OPTIONAL Professional Services: (Task X.X)	$ 0
Total NTE Amount (Including OPTIONAL Services)	$ 18,300

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 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. <u>TERMINATION OR SUSPENSION:</u>

a. **Suspension**. The City may suspend, without cause, the performance by Contract under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.

b. **Termination Without Cause**. The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.

c. **Termination for Non-Appropriation**. Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:

i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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 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

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

COF CTR

a. **Workers' Compensation and Employer's Liability Insurance**. Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. 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

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 CTR

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 achieve 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.

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.

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

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

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

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

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

25. **<u>COUNTERPARTS</u>:** 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. **<u>ADVICE OF COUNSEL</u>:** 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. **<u>MODIFICATION; NO WAIVER</u>:** 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. **<u>INTERPRETATION OF AGREEMENT</u>:** 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. **<u>COOPERATION OF PARTIES</u>:** 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. **<u>NON-DISCRIMINATION</u>:** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation,

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 ____________________________)
) ss
County of _______ _______________________)

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: ________________

April 11, 2023

via e-mail: kweitzel@cityoffernley.org

Kari Weitzel
Administrative Specialist III
595 Silver Lace Blvd.
Fernley, NV 89408

RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES
GREEN VALLEY PARK ALL-ABILITIES PLAYGROUND, 1245 RICCI LN, FERNLEY, NEVADA

Dear Kari,

Thank you for contacting us about this project. We have prepared this proposal based on our previous exhibits and our prior experience with Green Valley Park (GVP). For the purposes of this proposal, it is assumed that the proposed work for the All-Abilities Playground will utilize the existing survey and civil design components that CFA prepared in 2021 and 2022, during the most recent phase of improvements for the park. The following outlines our scope of services and associated fees to perform this work.

CFA's Scope of Services for this project is as follows:

CONSTRUCTION DOCUMENTS & PERMIT SUBMITTAL

TASK C1A – PRELIMINARY/FINAL SITE AND UTILITY PLAN

CFA will prepare linework for the proposed playground improvements and have budgeted for one round of client revisions. A 60% review of the plans by the City of Fernley has been accounted for to confirm project budget. A geometric site and utility plan will be developed based on prior discussion, exhibits, and the survey base map prepared by CFA in the previous phase of work. The civil site plan will show existing improvements to remain, or to be removed, proposed civil improvements, references to job specific details, and site work dimensions necessary for construction, including boundary, easements, and structure setbacks (if required). The utility plan will include all necessary subsurface drainage systems for the proposed playground. For the purposes of this proposal, it is assumed that major water improvements will not be required. We have assumed that all adjacent public storm drain has adequate capacity for the development of this playground; therefore, design and analysis of on-site detention and off-site storm drain facilities is not included in this proposal. Though it is not anticipated at this time, electric and site lighting will be shown schematically based on designs by others, if necessary. Light pole base design and structural calculations shall be provided by others (e.g., structural engineer or geotechnical engineer). This item has been specifically excluded from this proposal.

Task C1B – Site Grading and Drainage Plan

CFA will prepare a final grading and drainage plan for the proposed playground and adjacent flatwork to include finish grade contours and spot elevations. Earthwork quantity estimates will not be provided. If required, structural retaining wall calculations, wall details, and footing details shall be provided by others (e.g., structural engineer or geotechnical engineer). These items have been specifically excluded from this proposal.

Task C1C – Details, Specifications, And Quantities

CFA will prepare site specific construction details for the civil improvements. Details and specifications will be shown on the plans and/or referenced to the Standard Specifications for Public Works Construction, as required by the reviewing agencies. CFA will develop project specific specifications to outline the construction methods and materials. A quantity estimate will be developed to help confirm project budgeting limits.

Task C1D – Meetings, Applications, and Coordination

CFA will meet, correspond, and coordinate with manufacturers, other consultants, and the City of Fernley to ensure compatibility between civil plans and other disciplines. Research and coordinate suppliers, specifications, and available pricing for playground components. We will also prepare commercial service applications and provide base map information to utility purveyors as needed. Since the project area is smaller than one acre CFA does not intend to prepare a Dust Control Permit or an NDEP Notice of Intent (NOI) application. Storm Water Pollution Prevention Plan (SWPPP) to be completed by the Contractor. CFA will provide signed copies of any applications required by the City of Fernley. CFA will submit plans and applications to utility providers, as necessary.

Task C1E – Permit Review and Processing

CFA will address all agency review comments and redlines relative to the civil improvement plans/reports and prepare revised sheets, as needed, to obtain the building permit. CFA will also provide printing of any plans, specifications, and permits as required.

BIDDING SERVICES

Task C2A – Bidding Services

CFA will provide services related to the bidding and awarding of the project or it's phases. CFA will determine phasing specific material quantities and specification updates as well as manage the advertisement and distribution of the plan set and specifications in Portable Document Format (PDF). CFA will attend the pre-bid meeting and be available to answer any technical questions. All questions and responses will be documented and provided to the City of Fernley. All questions regarding legal aspects of the contract will be directly referred to the City of Fernley. CFA will attend the bid opening, review the bids received for irregularities, tabulate all bids received, and provide a recommendation for award. Any printing required for the bidding process will be billed under Task C1E mentioned above.

CONSTRUCTION SERVICES

TASK S1A – CONSTRUCTION SURVEYING (ESTIMATE)

CFA will provide construction staking services to the contractor for layout of site improvements. Estimate is provided based on the preliminary exhibit provided by CFA on 11/14/2022, significant deviation from the conceptual exhibit may necessitate an update to this estimate.

TASK C3A– CIVIL ENGINEERING CONSTRUCTION SUPPORT (T&M)

CFA will provide construction administration services to include review of shop drawings, review and respond to contractor request for information (RFI), review and approval of contractor submittals for conformance to the contract documents.

CFA will attend any preconstruction meetings and provide construction support during the installation of the civil improvements. For budgeting purposes, we are estimating a two (2) month construction duration. Should the Contractor's scheduled duration vary, we will provide an updated estimate. Based on similar projects that we have completed; we estimate construction support will require an average of one (1) hour of an engineer's time per week for the construction duration. The services to be provided include:

- Site visits during installation of civil improvements
- Review and response to contractor requests for information (RFI)
- Review and approval of contractor submittals for conformance to the contract documents
- Assist in preparation of a final punch list associated with civil improvements
- Drafting of final as-built drawings

FEES

CFA will provide the services outlined above for the following fees:

Tasks C1A-C1C – Preliminary/Final Plans	$	8,900
Task C1D – Meetings, Applications & Coordination (T&M)	$	1,200*
Task C1E – Permit Review & Processing (T&M)	$	1,000*
Task C2A – Bidding Services (T&M)	$	4,000*
Task S1A – Construction Surveying (Est.)	$	2,200
Task C3A– Civil Engineering Construction Support (T&M)	$	1,000*
Total Fee (Including T&M Items):	$	18,300

*Notes: * - Client understands that the T&M estimated costs provided herein are estimates only, that T&M identified services will be performed on a time & materials basis, and that various line items included herein may be either exceeded or reduced by actual billing.*

ITEMS TO BE PROVIDED BY CLIENT

You will need to provide us with the following items:

- All fees payable to government entities.
- Owner/applicant affidavits.
- All fees payable to utility companies.
- Site lighting information and plans.
- Landscaping and irrigation plans and demands, as necessary.
- Geotechnical report, if necessary.
- Structural design of all retaining walls, playground foundations, and light pole bases, if necessary.

Thank you for contacting CFA regarding this project. We are confident we will provide the quality and timeliness of professional services needed to assist in making this a successful project. If the terms of this proposal are acceptable, we will forward our standard contract for your signature. Should you have any questions or require additional information, please feel free to contact me at (775) 856-7074 or by email at kknight@cfareno.com.

Regards,
CFA, Inc.

Kathleen Knight, P.E.
Engineering Manager

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is effective as of 4/11/2023 ("Effective Date") between The City of Fernley ("Client") and CFA, INC., a Nevada corporation ("CFA"). Client intends to create the project or series of projects set forth in the Proposal attached hereto dated 4/11/2023, commonly known as Green Valley Park All-Abilities Playground, as the same may be amended or supplemented from time to time in accordance with this Agreement (each such project being referred to as "Project"). Client and CFA, in consideration of their mutual covenants as set forth herein, agree as follows:

1. Services of CFA. CFA shall provide the services set forth herein and in the Proposal, attached hereto and incorporated by reference ("Services").

1.1 If specific periods of time and dates for rendering and completing the Services are set forth in the Proposal or this Agreement, and such periods of time or dates are changed through no fault of CFA or if CFA's Services are extended by Client or its contractor's actions or inactions for more than thirty (30) days after such specified periods of time or dates, the rates and amounts of compensation provided for herein shall be adjusted to reimburse CFA for all costs and expenses incurred in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised. If Client requests changes in the scope, extent or character of the Project from that originally set forth in the Proposal, the time for performance of CFA's Services shall be subject to adjustment to reflect such changes.

2. Payments to CFA. Client shall pay CFA as provided herein according to the Proposal and the Fee Schedule attached as Exhibit 1. Upon the execution of this Agreement, Client shall deposit with CFA a security deposit in the amount of $ N/A (the "Deposit Amount") for work to be performed pursuant to this Agreement. If Client fails to pay any invoice when due, CFA may offset the amount of the invoice against the security deposit without notice to Client, and Client, upon demand from CFA, shall immediately restore that portion of the Deposit Amount so used so that the full Deposit Amount is restored. CFA shall have no obligation to pay Client interest on the Deposit Amount, and, upon Client's performance of all its obligations hereunder as of the termination of CFA's Services, any unused portion of the Deposit Amount will be returned to Client.

2.1 Invoices are due and payable within thirty (30) days following the issuance of the Invoice. Client shall pay CFA interest of one and one-half percent (1.5%) per month (18% per annum) on any past-due balance. In the event Client objects to a charge on any Invoice, Client must provide CFA with written notice of such objection within thirty (30) days of issuance of an Invoice, or the fees charged in the Invoice shall be deemed accepted by Client and any objection thereto shall be deemed waived by Client.

3. Standards of Performance. CFA shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by others practicing under similar circumstances in the same geographic vicinity and at the time the Services are performed. No warranty, representation or guarantee, express or implied, of any kind is made or intended by this Agreement.

3.1 Responsibility for Acts of Others. CFA shall not be responsible for the work performed by Client or any contractor, subcontractor, sub-consultant, vendor, design professional, supplier or project participant other than CFA.

3.2 Design without Construction Phase Services. If CFA's Services do not include Construction Observation and Construction Administration services as part of the construction phase, Client shall assume all responsibility for interpretation and implementation of all plans, drawings, contract documents, reports, recommendations, specifications and conditions for the Project (“Contract Documents”) and waives any claims against CFA that may be in any way connected thereto. Client further agrees to indemnify, defend and hold CFA harmless from any claim, liability, damages or costs, including attorneys’ fees, for injury or loss arising from problems during the construction phase related to the interpretation and implementation of the Contract Documents.

4 Suspension & Termination. CFA or Client may suspend the work or terminate this Agreement, with or without cause, upon seven (7) days’ written notice. CFA may suspend work without notice if past-due payment amounts extend beyond 60-days from the invoice date. In the event the work is suspended or this Agreement is terminated, for any reason other than CFA’s failure to substantially perform in accordance with the terms of this Agreement or by CFA without cause, CFA may recover: (i) all time and material charges up to the date of suspension or termination; and (ii) any costs incurred by CFA to demobilize its staff and remove equipment from the Project site.

5. Dispute Resolution. CFA and Client agree that they shall submit any and all unsettled claims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof, the services or the Project ("Disputes") to binding arbitration in accordance with the provisions of Chapter 38 of the Nevada Revised Statutes unless the parties agree otherwise in writing. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under prevailing law of any Nevada court having jurisdiction. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Disputes would be barred by the applicable statutes of limitations as set forth herein. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with Nevada law. The award is subject to and limited by the provisions of this Agreement.

6. LIMITS OF LIABILITY. IN ORDER TO OBTAIN THE BENEFITS OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, AND IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO BOTH THE CLIENT AND CFA, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE RISKS AND LIABILITY OF CFA TO THE CLIENT AND TO ALL OTHER PARTIES, INCLUDING OWNERS AND SUBSEQUENT OWNERS OF THE PROJECT, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, LENDERS, SUPPLIERS, MANUFACTURERS AND SECURED PARTIES FOR ALL CLAIMS, LOSSES, COSTS, DAMAGES OR EXPENSES OF ANY NATURE, INCLUDING ATTORNEY’S FEES, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF CFA, ITS OWNERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, VENDORS AND SUBCONSULTANTS, SHALL NOT EXCEED CFA’S TOTAL FEE FOR THE SERVICES RENDERED ON THIS PROJECT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION AGAINST CFA HOWEVER ALLEGED OR ARISING, INCLUDING, WITHOUT LIMITATION, CLAIMS OF PROFESSIONAL ERRORS OR OMISSIONS, NEGLIGENCE INCLUDING THE SOLE NEGLIGENCE OF CFA, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, INDEMNITY AND/OR CONTRIBUTION OR ANY OTHER CAUSE OF ACTION OR CLAIM WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR EQUITY. CLIENT FURTHER AGREES TO DEFEND, INDEMNIFY, PROTECT, HOLD HARMLESS AND REIMBURSE CFA AS TO ALL CLAIMS, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF ANY NATURE, INCLUDING ATTORNEY’S AND EXPERT’S FEES, BROUGHT BY CLIENT OR ANY THIRD PARTY, INCLUDING THOSE NAMED ABOVE WHICH EXCEED THIS AGGREGATE AMOUNT. THIS OBLIGATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6.1 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CFA SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, ECONOMIC LOSSES, BUSINESS INTERRUPTION, DELAY COSTS, FINANCING AND INTEREST COSTS OR LOST PROFITS, WHETHER SUCH CLAIMS ARISE IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, EQUITY, BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, OR OTHERWISE.

6.2 No Personal Liability. The Services are being performed by CFA as a Nevada Corporation. It is intended by the parties to this Agreement that CFA’s Services in connection with the Project shall not subject CFA’s owners, individual employees, officers or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein or by law, Client agrees that its sole and exclusive remedy, any claim or demand shall be asserted only against CFA, Inc., a Nevada corporation, and not against any individual owners, employees, officers or directors and Client hereby releases any such individual owner, employee, officer or director from any such claim.

7. <u>Attorneys' Fees</u>. In the event that either party incurs attorneys' fees to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees and costs incurred therein, including costs of experts and costs and attorney's fees on appeal, however, CFA's responsibility for Client's attorney's fees and costs shall be limited such that CFA's total liability, including Client's claim for attorney's fees and costs, does not exceed the aggregate limit of liability set forth in Paragraph 6 above. This obligation shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on page 1.

The City of Fernley	CFA, INC., a Nevada Corporation
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Date Signed: ____________________	Date Signed: ____________________
Address for giving notices:	Address for giving notices:
____________________	CFA, Inc.
____________________	1150 Corporate Boulevard
____________________	Reno, NV 89502

SCHEDULE OF EXHIBITS

Exhibits Included:

Exhibit 1, “Fee Schedule”

EXHIBIT 1

2022 Master Fee Schedule (Rev 1)

(Effective 4/5/2022)

Job Description	Rate Per Hour
President	$225
Department Manager Engineering/Land Surveying/Planning	$195 - $220
Senior Project Manager - Engineering/Land Surveying/Planning/Remote Sensing	$160 - $185
Project Manager – Engineering/Land Surveying/Planning/Remote Sensing	$140 - $160
Project Engineer/Land Surveyor/Planner	$120 - $140
Senior Civil Designer/Senior Land Survey Technician/	$110 - $135
Civil Designer/Land Survey Technician/Remote Sensing Technician	$90 - $110
Civil Technician/Land Survey Draftsman/Assistant Planner	$75 - $90
Intern Engineering/Land Surveying/Planning/Remote Sensing	$65 - $75
1-Man Survey Crew with Truck & Equipment (Mileage Included)	$125 - $165
Additional Survey Crew Members (Personnel Only)	$50 - $75
Clerical	$65 - $75
Construction Observation	$100 - $110

Notes

1. Direct expenses such as reproduction, postage, express mail, subsistence, and travel will be billed additionally as a direct expense.
2. Vehicle miles may be charged at the current federal rate per mile.
3. Overtime may be charged at 1.50 times the fee schedule.
4. Court-related research and appearances including but not limited to depositions or other legal testimony, and research for any legal proceedings will be charged at 1.5 times the hourly rate.
5. Vehicles used for Construction Observation projects may be billed at $10.00 per hour.
6. This fee schedule is subject to change on an annual basis. Rates for existing contracts will be honored.

CITY OF FERNLEY

City Council

AGENDA REPORT

Meeting Date: May 3, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Lydia Altick, Deputy City Manager**

FINANCIAL IMPACT:	**CURRENTLY BUDGETED:**	**FUND/ACCOUNT:**
Yes: No: X	Yes:X No:	N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM: (For Possible Action):

Possible Action to adopt Bill #328 an ordinance amending Title 6 of the Fernley Municipal Code to allow responsible dog owners to apply for an Additional Dog Permit and house a maximum of four dogs.

AGENDA ITEM BRIEF:

Key Points:

1. Many individuals in Fernley currently have or are seeking to own additional dogs. Currently, Fernley Municipal Code only allows for the ownership of a maximum of three dogs on a property.
2. In the past, responsible pet owners have been concerned about having to rehome or surrender dogs due to having more than the three-dog limit.
3. The Lyon County Shelter is frequently over capacity and adoptable dogs are waiting for homes. Many people have stated that they would adopt, however, they already have three dogs and cannot legally do so. Allowing responsible pet owners to house a maximum of four dogs could help overcrowded shelters to decrease some of their numbers.

RECOMMENDED MOTION:

"I move to approve Bill #328 to allow for a modification of Fernley Municipal Code Title 6 to allow responsible dog owners to apply for an Additional Dog Permit to house a maximum of four dogs."

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:

Keep the maximum number of dogs to be housed at three.

BACKGROUND:

Fernley Municipal Code, which has not been altered since 2002, currently allows for each household to keep a maximum of three dogs. Many times, Animal Control has encountered responsible pet owners who wish to own more than three dogs but are currently not legally able to do so. It is the belief of Animal Control that dogs should remain in homes of responsible owners and requiring responsible dog owners to surrender their beloved pets due to being over the City limit is counterproductive to reducing the number of animals in the shelter. Nationwide, shelters and rescues are over capacity and are struggling to find homes for very adoptable and good animals. By allowing citizens in the City of Fernley to apply for an Additional Dog Permit, we can help to reduce the number of dogs potentially being rehomed due to the current Municipal Code and possibly assist very deserving shelter and rescue dogs to find their forever homes.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: N/A

Fernley Municipal Code: Fernley Municipal Code 6.04 (B)

FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

1. Additional K9 Permit Application_exhibit A
2. Additional K9 Permit Fee_exhibit B
3. BILL # 328

Exhibit A

Proposed Animal Control Additional Canine Permit Application

City of Fernley Animal Control
595 Silver Lace Boulevard
Fernley, NV 89408
Phone-(775) 784-9803

ADDITIONAL DOG LICENSE/PERMIT

Please Print and fill in **all** spaces

A Copy of the rabies certificate **MUST** be presented at time of purchase or included if mailed.

PLEASE PRINT LEGIBLY.

Fernley Municipal Code 6.07(b) states it is unlawful to harbor more than three dogs over the age of 6 months. Applicants may file for a permit for one additional dog under the following circumstances:

1. All dogs residing on the property must be surgically altered (spayed/neutered), with proof provided to Animal Control upon the filing of this application.
2. All dogs residing on the property must be vaccinated against Rabies and licensed with the City of Fernley.
3. The applicant complies with the scoring system for excessive dogs (see attached).
4. The applicant pays a one-time additional permit fee of $25.00 in addition to the yearly licensing fee.

Failure to comply with these conditions could result in the revocation of the Additional Dog Permit and the applicant must comply with the conditions of FMC 6.07 (b) within 30 days of the revocation.

Applicant Information	
Owner:	
Physical Address:	
Mailing Address:	
Phone Number:	Work Phone Number:
Veterinarian's name:	Phone Number:

Pet Information	
Dog Name:	
Breed:	Color:
DOB or approximate age:	
Sex: Male ( ) Female ( )	Altered: Yes No
Microchip Number:	License Tag Number:
For Official Use Only: Approved ( )	Denied ( )

Scoring Chart for Excessive Dogs

An applicant with a score of 5 or greater in any one category or in combination will result in the denial of the application. An applicant will receive a written determination from the Animal Control Officer of the status of the application. If a denial is issued by Animal Control, the applicant will have 7 days to comply with the conditions of FMC 6.07 (b). Failure to do so will result in charges being filed in the Fernley Municipal Court.

Upon approval, any subsequent complaints and convictions for the following offenses will be counted for a rolling twelve months. A score of 5 or greater will result in the revocation of the permit and the owner will need to comply with FMC 6.04(B) within 30 days of the revocation notice. Failure to comply with FMC 6.04(B) within 30 days of the revocation of the additional dog permit could result in criminal charges being filed in the Fernley Municipal Court.

Violation of NRS 574.100 Animal Cruelty, Abuse, or Neglect, FMC 6.05 (B) Abandonment of Animals, or FMC 6.10 Vicious or Dangerous Dog	
History of any charges	**Automatic denial or revocation**

Violation of NRS 568.370 Injure, Worry, or Kill Another Animal (per affected animal)	
Within 12 months	5 Points
Within 24 months	4 Points
Within 36 months	3 Points
Within 48 months	2 Points

Violation of FMC 6.04(C)- Dog at Large (per animal)	
1st Offense	1 Point
2nd Offense	2 Points
3rd Offense	3 Points
4+ Offenses	5 Points

Violation of FMC 6.05 (A) Noisy Animals	
Per Conviction	1 Point

Violation of FMC 6.04 (A)- Failure to License or Immunize (per animal)	
Within 12 months	3 Points
Within 24 months	2 Points
Within 36 months	1 Points

For Official Use Only

Application received: _____/________/__________

Charge:	If Applicable:	Date of Conviction:	Number of Points:
NRS 574.100- Animal Cruelty	☐Yes ☐No		
FMC 6.05 (B)- Animal Abandonment	☐Yes ☐No		
NRS 568.370- Injure/Worry/Kill/Chase Domestic Animal	☐Yes ☐No		
FMC 6.04 (C)- Dog at Large	☐Yes ☐No		
FMC 6.05 (A)- Noisy Animals	☐Yes ☐No		

Determination:

Approved: ☐	Denied: ☐
Reason for Denial:	

Animal Control Officer: ____ Date: _____________

Exhibit B

1. Fee for approval of Additional Canine Permit- One-time fee of $25.00 upon approval in addition to current dog license fees. Fee must be paid within 10 days of approval and proof of Rabies vaccination and surgical alteration must be provided within 10 days of application. This would allow for dogs that are not currently altered to come into compliance with the conditions of the Additional Canine Permit.

BILL NO. 328

CITY OF FERNLEY

ORDINANCE # 2023-___

CITY OF FERNLEY

AN ORDINANCE AMENDING TITLE 6 OF THE FERNLEY MUNICIPAL CODE, ANIMALS AS FOLLOWS: THIS ORDINANCE SHALL GO INTO EFFECT JUNE 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. 6.04. - Dogs.

(b) Number of dogs.

(1) *Number of dogs restricted.* It is unlawful, except as otherwise provided herein, for any single-family unit or residence to keep or harbor more than three (3) dogs over the age of six (6) months. No dogs may be kept or harbored on any property unless the owner or responsible party of said dogs resides upon that property.

The above limitation does not apply to:

a. Dogs being used for the purpose of herding livestock or the protection of livestock against predators on zoned farm or ranch property;

b. Licensed Kennels;

c. Animal hospitals operated by a licensed veterinarian; or

d. Approved holders of the additional dog permit

(2) *Application for Exception:* Animal Control shall have the authority to approve an exception allowing for a maximum of one (1) additional dog to be kept at the residence. Any person who wishes to harbor more than three dogs shall fill out the Additional Dog Permit application form which shall be granted or denied by Animal Control. Any exception granted by the Animal Control may be revoked by Animal Control if good cause is found. Good cause shall, but is not limited to:

a. Seizure of animals in connection with suspicion of or conviction of a violation of NRS 574.100, animal cruelty/neglect

b. Accumulation of 5 or greater points on the "Scoring Chart for Excessive Dogs"

c. Dogs harbored in excess of the number granted in the exception

d. Failure to comply with Rabies license requirement

e. Harboring more than permitted number of dogs

(3) Security dogs. Up to three dogs for security of an ongoing authorized and licensed use may be kept upon commercial or industrial property without the owner or responsible party of said dogs residing thereon. The area in which said security dogs are maintained shall be enclosed or fenced and be posted with signs clearly indicating "Guard Dog on Duty."

PROPOSED on the 19th day of April 2023.

PASSED, APPROVED and ADOPTED this 3rd day of May 2023, by the following vote of the Council:

Ayes: _______ Nays: _______ Abstentions: _______ Absent: ______

FERNLEY CITY COUNCIL

By: ________________________________ Date: ___________________

Neal E. McIntyre, Mayor

Attest By: ________________________________ Date:___________________

Kimberly Swanson, City Clerk

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: May 3, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Mayor McIntyre**

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

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible action to change the name and job description of the Assistant to the City Manger to Management Analyst.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

Move to change the name and job description of the Assistant to the City Manger to Management Analyst.

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Job Description

City of Fernley

Management Analyst

DEFINITION

Under direction, perform routine analytical, technical, programmatic and administrative duties in support of various administrative and programmatic operations and functions in support of City departments; assumes responsibility for management and administration of program projects and activities; recommends action and assists in policy, procedure work methods, and budget development and implementation for assignments; coordinates assigned activities with other divisions and outside agencies and the general public.

DISTINGUISHING CHARACTERISTICS

This is a single class, middle management position responsible for assisting in the oversight of and participation in assigned activities of the City Manager's office.

QUALIFICATIONS

Applicants must possess the following minimum qualifications to continue in the recruitment process:

Education and Experience:

Bachelor's degree with major course work in business, public administration, project management, statistics, or related field and one (1) year of analysis experience in administration, programming, management, operations, or similar area.

Five years of increasingly responsible administrative and analytical experience, which demonstrates a strong understanding of citywide operations and the role of local government; OR an equivalent combination of education and work experience.

EXAMPLE OF DUTIES (Assigned job tasks/duties are not limited to the essential functions)

1. Coordinates grant activities for assigned area including writing award and grant applications, financial and narrative reports, and ensures grant compliance.
2. Conducts complex and sensitive administrative, operational, and management analyses, research projects including those involving citywide issues. Analyzes policies and procedures and makes recommendations for changes or improvements. Gathers and analyzes data and information from various sources on a variety of specialized topics.

3. Serve as the primary contact and liaison for assigned functions and programs with other city departments, the general public, and outside agencies and organizations. Confer with representatives from other government agencies, community groups, boards and commissions, vendors, and others as required by project assignment.
4. Coordinate activities with other city departments and provide analytical feedback for assigned projects. Prepare and present staff reports and other correspondence as appropriate and assigned. Complete administrative work such as investigating and answering complaints and provide assistance in resolving operational and administrative issues.
5. Collect, compile, assemble, analyze, interpret, present, and report statistical data in a clear, comprehensive manner. Identify and provide accurate and timely information to staff and provide patterns, trends, forecasting, and various other types of data analysis for use in trends identified in the analysis. Create, maintain, and provide for public dissemination.
6. Conduct research, prepare, revise, and implement various administrative policies, procedures, rules, and regulations in accordance with sound organizational practices. Develop and revise office forms and report formats. Establish and update procedural manuals for clerical, operational, and administrative support services for assigned areas as needed.
7. Assist in the development of goals, objectives, and strategic planning. Assist in developing and administering the annual budget, including analyzing current and historical trends, determining variances and improving cost effectiveness.
8. Perform a wide variety of administrative and analytical duties in support of City Council. Prepares and reviews a variety of letters, brochures, and other correspondence. Coordinates annual development and quarterly status reports of City Council goals and strategic plan. Plans and coordinates a variety of events and activities.
9. Coordinates communication including tracking news coverage; writes and distributes bulletins, news releases, newsletters, and other public information. Maintains citywide media contact lists and maintains social media and website communications.
10. Participates in special projects including planning and implementation of special programs and events.
11. Represents the city at interdepartmental, intergovernmental, and community activities and meetings.
12. Performs related duties as required.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Operational characteristics, services, and activities of the City Manager's office.
- Principles of city government administration, organizational, budget, and personnel management.

- Principles and practices of program, policy, and procedure evaluation and development.
- Advanced methods and techniques of data collection, research, and report preparation.
- Principles and practices of grant administration and reporting.
- Principles of business writing and report preparation.
- Principles and practices of state and local legislative process.
- Basic principles of supervision and training.
- Principles and practices of recordkeeping.
- Public relations and customer service techniques.
- Public speaking techniques.
- Ability to interpret and apply laws, codes, ordinances, regulations, policies and procedures.
- Ability to coordinate and arrange multiple projects effectively to be completed within deadlines.
- Ability to independently maintain and manage tasks and responsibilities efficiently and effectively.
- Ability to exercise sound independent judgement within established guidelines.
- Ability to reason logically and make sound decisions, to consider alternative and diverse perspectives, to communicate effectively, both orally and in writing, to remain posed under all circumstances, and to interact effectively with people in a positive manner that engenders confidence and trust.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

Aside from working in a general office environment while using standard office equipment, the majority of the work is sedentary in nature and consists of daily exposure to equipment that may potentially cause sensitivity such as computer monitors. The majority of work is conducted in an office environment with some travel to different locations, including outdoor sites.

Strength, dexterity, coordination, and vision to use the keyboard and video display terminal for long periods of time. Strength and stamina to bend, stoop, sit and stand for periods of time. Dexterity and coordination to handle files, stacks of paper, or other materials. Some reaching, bending, or stooping to access files and records is necessary. The ability to communicate via telephone and in person.

The person in this position will be expected to be effective in the face of workplace stressors such as, but not limited to, exposure to information that may be sensitive, customer service complaints, maintaining the security of confidential information, competing priorities of reasonable or high significance to the successful function of the organization. May need to lift, carry, push or pull light to moderate amounts of weight.

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