



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, June 7, 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 authorize the execution of the water rights banking and dedication agreement with Rhodes Ranch Properties, APN 009-271-12 TCID serial number 842 in the amount of 162-acre feet.

2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Robert Jacobson and Deann Jacobson, APN 020-151-29 TCID serial number 1001-E-E-1 in the amount of 2.0-acre feet.

2.6. Possible Action to approve a Contract for Water Rights Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$125,000 for FY 2023-2024.

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

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

3.2. State of Nevada Legislative update

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. (For Possible Action) Discussion and possible action to accept the renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment of \$317,990.42 with a deductible of \$2,000 per claim or \$305,582.52 with a deductible of \$5,000 per claim from fiscal year 2023 - 2024 funds.

5.2. Possible Action, Presentation and adoption of Resolution 23-006, providing for the transfer of the City's 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.

6. STAFF REPORTS

6.1. Possible action to appoint Lydia Altick as Acting City Manager pursuant to FMC Title 2, Chapter 2, Section 2.02.07(e).

7. PUBLIC HEARINGS

7.1. Public Hearing: Discussion and possible action to adopt Resolution #23-005 authorizing temporary inter-fund loans from the General fund to the Grants fund for Fiscal Year 2023-24.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible action to request a future agenda item to renegotiate the city attorney's contract. (Councilwoman McKay)

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: June 21st @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<=> 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
A & A MOBILE LOCK & KEY, LLC									
2050	A & A MOBILE LOCK & KEY, LLC	11114	locks and keys	05/11/2023	385.50	05/18/2023	100-575-430	Service-Repair and Maintenance	523
Total 2050:					385.50				
AFLAC									
5690	AFLAC	881794	SUPPLEMENTAL INSURANCE	05/25/2023	318.92	05/25/2023	100-217400	AFLAC Insurance Payable	523
Total 5690:					318.92				
AIR MED CARE NETWORK									
8863	AIR MED CARE NETWORK	17253-05102023	4829188 - Rebekah Skinner	05/10/2023	11.00	05/18/2023	100-416-240	Group Insurance	523
8863	AIR MED CARE NETWORK	17253-05102023	7829187 - Dillon Vierra	05/10/2023	11.00	05/18/2023	510-810-240	Group Insurance	523
Total 8863:					22.00				
ALHAMBRA									
4688	ALHAMBRA	7661929051123	water service	05/11/2023	281.28	05/18/2023	510-810-614	Supplies-Plant/Shop/Maint	523
Total 4688:					281.28				
ALLDATA LLC									
8930	ALLDATA LLC	INVC02893307	All data	05/13/2023	90.40	05/18/2023	520-810-610	Supplies-Automotive	523
8930	ALLDATA LLC	INVC02893307	All data	05/13/2023	90.40	05/18/2023	100-475-610	Automotive Supplies	523
8930	ALLDATA LLC	INVC02893307	All data	05/13/2023	90.40	05/18/2023	510-810-610	Automotive Supplies	523
8930	ALLDATA LLC	INVC02893307	All data	05/13/2023	90.40	05/18/2023	100-480-610	AUTOMOTIVE SUPPLIES	523
Total 8930:					361.60				
ANIMAL CARE CENTER									
245	ANIMAL CARE CENTER	142816	Professional Services Animal Control	04/26/2023	181.46	05/18/2023	100-525-322	Prof Serv-Other	423
Total 245:					181.46				
ARAMARK									
1895	ARAMARK	5980095706	SHIRT CONTRACT	05/08/2023	43.80	05/18/2023	100-480-600	GENERAL SUPPLIES/TOOLS	523
1895	ARAMARK	5980097666	pants service	05/15/2023	48.53		510-810-614	Supplies-Plant/Shop/Maint	523
1895	ARAMARK	5980097704	uniform	05/15/2023	43.80	05/18/2023	100-480-600	GENERAL SUPPLIES/TOOLS	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1895	ARAMARK	5980097707	uniforms	05/15/2023	48.30	05/18/2023	100-475-616 Supplies-Safety	523
1895	ARAMARK	5980099120	mat service	05/18/2023	77.17		520-810-614 Supplies-Plant/Shop/Maint	523
1895	ARAMARK	5980099164	PS rags and rugs	05/18/2023	184.92		510-840-420 Contract Services	523
1895	ARAMARK	5980099185	mats	05/18/2023	187.82		100-475-614 Supplies-Plant/Shop/Maint	523
1895	ARAMARK	5980099731	pants service	05/22/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	523
1895	ARAMARK	5980099760	shirt contract	05/22/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	523
1895	ARAMARK	5980099762	uniforms	05/22/2023	48.30		100-475-616 Supplies-Safety	523
1895	ARAMARK	5980101845	shirt contract	05/29/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	523
1895	ARAMARK	5980101848	uniforms	05/29/2023	48.30		100-475-616 Supplies-Safety	523
Total 1895:					867.07			
ARTISTIC FENCE								
2436	ARTISTIC FENCE	68489	cloud drive pond	05/09/2023	17,370.00	05/18/2023	100-475-342 Tech Services-Other	523
Total 2436:					17,370.00			
AT&T								
13	AT&T	28574 MAY 23	131 252-7192 857 4	05/02/2023	160.00	05/24/2023	100-417-530 Communications (Internet,Cell)	523
13	AT&T	74368 MAY 23	775 575-7187 436 8	04/26/2023	1,289.44	05/18/2023	100-417-530 Communications (Internet,Cell)	423
13	AT&T	81650 MAY 23	775 835-8598 165 0	04/28/2023	755.33	05/18/2023	100-417-530 Communications (Internet,Cell)	423
13	AT&T	85367 MAY 23	775 575-9058 536 7	04/26/2023	1,289.44	05/18/2023	100-417-530 Communications (Internet,Cell)	423
13	AT&T	96145 MAY 23	131 252-8129 614 5	05/02/2023	230.00	05/23/2023	100-417-530 Communications (Internet,Cell)	523
Total 13:					3,724.21			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 May 23	476259 Long Distance through May 2023	05/04/2023	833.64	05/25/2023	100-417-530 Communications (Internet,Cell)	523
Total 448:					833.64			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	44144	new turbo for fire dept. #61 ambulance	05/17/2023	2,165.00		100-126000 Intergovernmental Receivable	523
Total 8868:					2,165.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	16811/5	irrigation	05/09/2023	52.61	05/18/2023	100-575-600 General Supplies	523
20	BIG R OF FERNLEY	16817/5	Chlorine granules	05/09/2023	67.98	05/18/2023	520-810-600 General Supplies	523
20	BIG R OF FERNLEY	16821/5	gloves bug spray	05/10/2023	63.98	05/18/2023	100-475-616 Supplies-Safety	523
20	BIG R OF FERNLEY	16832/5	irrigation	05/11/2023	103.92	05/18/2023	100-575-600 General Supplies	523
20	BIG R OF FERNLEY	16842/5	tarp and ties	05/12/2023	68.93	05/18/2023	100-575-600 General Supplies	523
20	BIG R OF FERNLEY	16852/5	misc. water supplies.	05/15/2023	251.97	05/18/2023	100-475-600 General Supplies	523
20	BIG R OF FERNLEY	16870/5	spare PVC parts	05/17/2023	7.23		520-810-600 General Supplies	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	16873/5	spare PVC parts	05/17/2023	7.53		520-810-600 General Supplies	523
20	BIG R OF FERNLEY	16910/5	irrigation	05/22/2023	153.85		100-575-614 Supplies-Plant/Shop/Maint	523
20	BIG R OF FERNLEY	16917/5	Terminal Kits	05/23/2023	14.94		520-810-600 General Supplies	523
20	BIG R OF FERNLEY	16918/5	String line	05/23/2023	5.79		520-810-600 General Supplies	523
20	BIG R OF FERNLEY	16922/5	tri flow aerosol	05/23/2023	15.49		100-528-600 General Supplies	523
20	BIG R OF FERNLEY	16923/5	misc. nuts hinges	05/23/2023	25.97		100-417-612 Building Maintenance Supplies	523
20	BIG R OF FERNLEY	16924/15	hinge	05/23/2023	.49		100-417-600 General Supplies	523
20	BIG R OF FERNLEY	16946/5	gloves and misc.	05/25/2023	45.90		100-575-616 Safety Supplies	523
20	BIG R OF FERNLEY	16957/5	misc supplies. tape cap adapter.	05/26/2023	24.26		100-575-614 Supplies-Plant/Shop/Maint	523
Total 20:					910.84			
BLUE LOCKER COMERCIAL DIVING SERVICE								
8945	BLUE LOCKER COMERCIAL DIVING SERVICE	182	Tank Diving/Inspection	05/11/2023	22,200.00		510-810-322 Prof Serv-Other	523
Total 8945:					22,200.00			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	13123-1	Temp Signs for reader Board	02/21/2023	482.00	05/18/2023	225-575-550 Printing & Postage	223
6970	BOB'S PRINTING AND SIGNAGE	50823-1	Plaque for D Whalen	05/11/2023	37.54	05/18/2023	100-412-586 Employee Recognition	523
Total 6970:					519.54			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8040940	cleaning supplies trash bags filter bags.	05/12/2023	1,143.65	05/18/2023	100-417-614 Supplies-Plant/Shop/Maint	523
Total 8837:					1,143.65			
BUILDING CONTROL SERVICES, INC								
7173	BUILDING CONTROL SERVICES, INC	23200-4	PS HSPS AC repairs	05/17/2023	7,845.28		510-840-424 Contract Services-HVAC	523
Total 7173:					7,845.28			
CC CLEANING SERVICE, LLC								
8913	CC CLEANING SERVICE, LLC	#010-FCH	cleaning service.	05/02/2023	940.00		100-417-420 Contract Services	523
Total 8913:					940.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	JM00520	Laptop chargers	05/08/2023	152.98	05/18/2023	100-414-605 Minor Equipment	523
27	CDW GOVERNMENT INC.	JR77472	USB	05/19/2023	47.10	05/25/2023	100-414-600 General Supplies	523
Total 27:					200.08			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
CHARTER COMMUNICATIONS									
4479	CHARTER COMMUNICATIONS	179901050623	0179901 May 23; 355 Cottonwood	05/06/2023	379.20	05/25/2023	100-417-530	Communications (Internet,Cell)	523
4479	CHARTER COMMUNICATIONS	179919050623	0179919 May 23; 595 Silver Lace	05/06/2023	1,329.20	05/25/2023	100-417-530	Communications (Internet,Cell)	523
Total 4479:					1,708.40				
COLONIAL INSURANCE									
3520	COLONIAL INSURANCE	31039340601074	E3103934 SUPPLEMENTAL INSURANC	06/01/2023	55.16	05/25/2023	100-218000	COLONIAL INSURANCE PAYABL	623
Total 3520:					55.16				
CONSTRUCTION MATERIALS ENGINEERS									
5587	CONSTRUCTION MATERIALS ENGINEERS	13837	Farm District Road lift station inspection services	05/05/2023	840.00	05/18/2023	520-166100	Construction In Progress	523
Total 5587:					840.00				
CORE CONSTRUCTION SERVICES OF NEVADA,INC									
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001009	Pre Con Schematic Design CMAR- APRIL 23	04/30/2023	18,900.00	05/18/2023	220-480-810	ARPA	423
Total 8916:					18,900.00				
CUMMING MANAGEMENT GROUP, INC									
8889	CUMMING MANAGEMENT GROUP, INC	0123545	Reimb expenses invoice 123545	03/31/2023	52.40		100-475-100	Regular Pay	323
Total 8889:					52.40				
DOWL, LLC									
8931	DOWL, LLC	R0120.2389-6	On Call GIS support services	05/05/2023	831.00	05/18/2023	510-810-320	Prof Serv-Engineering	523
8931	DOWL, LLC	R0120.2389-6	On Call GIS support services	05/05/2023	831.00	05/18/2023	100-475-320	Prof Serv-Engineering	523
8931	DOWL, LLC	R0120.2389-6	On Call GIS support services	05/05/2023	831.00	05/18/2023	100-575-320	Prof Serv-Engineering	523
8931	DOWL, LLC	R0120.2389-6	On Call GIS support services	05/05/2023	831.00	05/18/2023	100-417-320	PROF SEV-ENGINEERING	523
8931	DOWL, LLC	R0120.2389-6	On Call GIS support services	05/05/2023	831.00	05/18/2023	520-810-320	Prof Serv-Engineering	523
8931	DOWL, LLC	R7120.2443	FSM23001, FSM23002, & BLA23001	05/05/2023	2,827.00		100-228311	Engineering Reimb. (Maps)	523
Total 8931:					6,982.00				
EMPLOYEES, CITY OF FERNLEY									
8639	EMPLOYEES, CITY OF FERNLEY	MAY 2023	REIMB CANDY FIELD TRIP/FOOD EMP BBQ	05/10/2023	35.81	05/18/2023	510-810-601	Office Supplies	523
8639	EMPLOYEES, CITY OF FERNLEY	MAY 23	RENEWAL STATE WATER RIGHT SURVEYOR TO STATE	05/09/2023	20.00	05/18/2023	100-529-581	Dues & Memberships	523
8639	EMPLOYEES, CITY OF FERNLEY	MAY2023	REIMB FOR COURSES TAKEN 1/23-5/19/2023 W/BOOKS	05/17/2023	1,029.22	05/18/2023	200-425-580	Training	523
Total 8639:					1,085.03				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FARR CONSTRUCTION								
668	FARR CONSTRUCTION	Pay req 15	Surface Water Conveyance construction services	05/03/2023	63,855.67	05/18/2023	510-166100 Construction In Progress	523
Total 668:					63,855.67			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111495	Misc Service Labor	05/22/2023	145.00		100-605-322 Prof Serv-Other	523
70	HANNEMAN SERVICE	13132	Tan Mazda Protege 145 Comstock	05/22/2023	55.00		100-605-322 Prof Serv-Other	523
Total 70:					200.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-024	3721P GROUP HEALTH INSURANCE	06/01/2023	72,095.82	05/25/2023	100-217000 HEALTH INSURANCE PAYABLE	623
Total 4842:					72,095.82			
IBEW Local 1245								
83	IBEW Local 1245	MAY 2023-2	UNION DUES, ONE HALF OF MONTH	05/19/2023	715.88	05/19/2023	100-219900 OTHER PAYROLL PAYABLES	523
Total 83:					715.88			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	MAY 2023-2	MED TAX PAYABLE, PAYROLL	05/19/2023	5,527.64	05/19/2023	100-211000 FICA PAYABLE	523
7879	INTERNAL REVENUE SERVICE	MAY 2023-2	W/HOLD TAX PAYABLE, PAYROLL	05/19/2023	20,172.69	05/19/2023	100-212000 FEDERAL WITHHOLDING PAYAB	523
7879	INTERNAL REVENUE SERVICE	MAY 2023-2	FICA TAX PAYABLE, PAYROLL	05/19/2023	175.90	05/19/2023	100-211000 FICA PAYABLE	523
Total 7879:					25,876.23			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	210	Membership Birkel; Moore; Scott, Murdock	05/18/2023	160.00	05/18/2023	100-605-581 Dues and Memberships	523
Total 617:					160.00			
INTERSTATE BATTERIES OF THE SIERRAS								
86	INTERSTATE BATTERIES OF THE SIERRAS	50005051	battery for waste water	05/18/2023	171.95		520-810-430 Service-Repair and Maintenance	523
Total 86:					171.95			
JENSEN PRECAST								
3031	JENSEN PRECAST	CD99195406	Frame and Lid for new manhole	05/12/2023	1,107.00	05/18/2023	520-166100 Construction In Progress	523
Total 3031:					1,107.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	.2493	IRRIGATION	05/15/2023	44.21	05/18/2023	100-575-614	Supplies-Plant/Shop/Maint	523
7650	LOWES CREDIT SERVICES	.2500	IRRIGATION	05/15/2023	28.25	05/18/2023	100-575-614	Supplies-Plant/Shop/Maint	523
7650	LOWES CREDIT SERVICES	15921 REFUND	PS credit for tax on invoice 99608	05/17/2023	7.04-		510-810-614	Supplies-Plant/Shop/Maint	523
7650	LOWES CREDIT SERVICES	1644	asphalt	05/22/2023	1,288.39		100-475-600	General Supplies	523
7650	LOWES CREDIT SERVICES	1697	cleaning and disinfectant	05/23/2023	239.21		100-475-614	Supplies-Plant/Shop/Maint	523
7650	LOWES CREDIT SERVICES	2070	2x4x10 std screws	05/18/2023	51.17		100-475-430	Service-Repair and Maintenance	523
7650	LOWES CREDIT SERVICES	2361	ac unit for paint shed cottonwood	05/19/2023	345.80		100-475-612	Supplies-Building Maintenance	523
7650	LOWES CREDIT SERVICES	2559	misc. wood for frames	05/15/2023	87.30	05/18/2023	100-417-612	Building Maintenance Supplies	523
7650	LOWES CREDIT SERVICES	2960	buckets gloves padlock screws misc.	05/17/2023	213.18		100-475-600	General Supplies	523
7650	LOWES CREDIT SERVICES	902410	Well house supplies	04/24/2023	179.92	05/18/2023	510-810-614	Supplies-Plant/Shop/Maint	423
7650	LOWES CREDIT SERVICES	902904	Tools for service truck	04/07/2023	73.12	05/18/2023	510-810-614	Supplies-Plant/Shop/Maint	423
7650	LOWES CREDIT SERVICES	915412	Ricci tank drip system parts	04/27/2023	80.26	05/18/2023	510-810-614	Supplies-Plant/Shop/Maint	423
7650	LOWES CREDIT SERVICES	99608	PS Shop supplies	05/16/2023	106.22		510-840-614	Plant/Shop/Maint. Supplies	523
Total 7650:					2,729.99				
LYON COUNTY									
1126	LYON COUNTY	JUN 2023	PUBLIC DEFENDER JUNE 2023	06/01/2023	10,000.00	05/25/2023	100-413-322	Prof Serv-Other	623
Total 1126:					10,000.00				
MATHEUS, SENIOR JUDGE LORI									
8042	MATHEUS, SENIOR JUDGE LORI	MAY 2023	MUNICIPAL COURT JUDGE	05/31/2023	3,750.00	05/25/2023	100-425-322	Prof Serv-Other	523
Total 8042:					3,750.00				
MCDONALD CARANO									
322	MCDONALD CARANO	12463280	CRRC & NNCH	04/30/2023	1,100.00		100-414-310	Prof Serv-Legal	423
Total 322:					1,100.00				
METLIFE SMALL BUSINESS CENTER									
5387	METLIFE SMALL BUSINESS CENTER	JUN 2023	5952725 GROUP DENTAL INSURANCE	06/01/2023	9,039.10	05/25/2023	100-217100	Dental Insurance Payable MetL	623
Total 5387:					9,039.10				
MISCELLANEOUS ONE TIME VENDOR									
1111	MISCELLANEOUS ONE TIME VENDOR	3/13/2023	STATE V BLACKHORN 22tr00232 3K ON 10/27/22	03/13/2023	401.60	05/25/2023	100-425-322	Prof Serv-Other	323
1111	MISCELLANEOUS ONE TIME VENDOR	3245	REFUND OVERPAYMENT ON #3245	05/16/2023	150.00	05/18/2023	100-320-100	Business License Fees	523
1111	MISCELLANEOUS ONE TIME VENDOR	4703/4740	REFUND LICENSE OVERPAYMENT; #4703 & #4740	05/11/2023	429.98	05/18/2023	100-320-100	Business License Fees	523
1111	MISCELLANEOUS ONE TIME VENDOR	BP23-312	REFUND BP23-312; PROJECT CANCELLED	05/11/2023	618.89	05/18/2023	100-320-200	Building and Civil Permit Fees	523
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-052	RELEASE BOND; 955 JESSICA LANE	05/16/2023	500.00	05/18/2023	100-228300	Customer Deposits/Bonds - Dev	523
1111	MISCELLANEOUS ONE TIME VENDOR	FSM22003	RECEIPT 26.000008 FOR FSM22003; REFUND	05/08/2023	865.00	05/18/2023	100-228311	Engineering Reimb. (Maps)	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1111	MISCELLANEOUS ONE TIME VENDOR	RTA22001	RECEIPT 25.000720 FOR RTA22001; REFUND	05/08/2023	221.25	05/18/2023	100-228311 Engineering Reimb. (Maps)	523
Total 1111:					3,186.72			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	152884	Euthanasia - feral kitty	05/02/2023	50.00	05/18/2023	100-525-322 Prof Serv-Other	523
Total 6660:					50.00			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	3591639	monitor and maint City Hall and Cottonwood yard	06/01/2023	1,812.00		100-417-420 Contract Services	623
Total 8814:					1,812.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	40749317	Marking paint for locates	05/18/2023	359.52		510-810-614 Supplies-Plant/Shop/Maint	523
Total 115:					359.52			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	386658	Lift Station Filters	02/16/2023	95.76	05/18/2023	520-810-614 Supplies-Plant/Shop/Maint	223
58	NAPA AUTO & TRUCK PARTS	390711	INJECTORS FOR STREETS 5 YARD DUMP TRUCK	05/05/2023	3,835.78	05/18/2023	100-475-430 Service-Repair and Maintenance	523
58	NAPA AUTO & TRUCK PARTS	390938	air filter spark plug	05/10/2023	32.45	05/18/2023	100-528-610 Automotive Supplies	523
58	NAPA AUTO & TRUCK PARTS	391025	injector core for 5 yd	05/12/2023	1,602.00-		100-475-430 Service-Repair and Maintenance	523
58	NAPA AUTO & TRUCK PARTS	391185	Crane Truck pintle hitch	05/16/2023	160.78	05/18/2023	520-810-610 Supplies-Automotive	523
Total 58:					2,522.77			
NCE								
7617	NCE	675222506	On call inspeciotn services for new development	05/02/2023	15,505.50	05/18/2023	100-529-320 Prof Serv-Engineering	523
Total 7617:					15,505.50			
NORTHERN NEVADA CHAPTER ICC								
904	NORTHERN NEVADA CHAPTER ICC	INV210	RENEW MEMBERSHIP BLDG DEPT	05/30/2023	160.00		100-605-581 Dues and Memberships	523
Total 904:					160.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	APR 2023	GFOA; ANN'L MEMBERSHIP T LUKAS	04/30/2023	150.00	05/10/2023	100-415-581 Dues and Memberships	423
8649	NSB - BANKCARD CENTER	APR 2023	DOMINOS; FY23/24 BUDGET WORKSHOP	04/30/2023	132.94	05/10/2023	100-412-650 Community Support	423
8649	NSB - BANKCARD CENTER	APR 2023	OWPSACSTATE; WD OPERATOR CERT FROM SAC STATE	04/30/2023	194.00	05/10/2023	510-810-580 Training	423
8649	NSB - BANKCARD CENTER	APR 2023	BACKFLOW PARTS; EQUIP FOR PARKS IRRIGATION BAC	04/30/2023	785.00	05/10/2023	100-575-600 General Supplies	423
8649	NSB - BANKCARD CENTER	APR 2023	SUPERIOR PRESS; DEPOSIT SLIPS	04/30/2023	26.33	05/10/2023	100-415-600 General Supplies	423

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	APR 2023	AUTODESK; AUTOCAD PROGRAM YRLY USE	04/30/2023	830.89	05/10/2023	100-575-320 Prof Serv-Engineering	423
8649	NSB - BANKCARD CENTER	APR 2023	AWWA; WATER TREATMENT GRADES 3 & 4 BOOK	04/30/2023	94.50	05/10/2023	510-840-640 Books and Periodicals	423
8649	NSB - BANKCARD CENTER	APR 2023	SUBWAY; SCAC WORKSHOP 4/14/23	04/30/2023	128.78	05/10/2023	100-413-322 Prof Serv-Other	423
8649	NSB - BANKCARD CENTER	APR 2023	CHARTER COMM; 304798032823 APR 23	04/30/2023	129.98	05/10/2023	100-417-530 Communications (Internet,Cell)	423
8649	NSB - BANKCARD CENTER	APR 2023	AMAZON; CASTER WHEEL FOR TABLE IN FRONT OF CHA	04/30/2023	39.59	05/10/2023	100-417-600 General Supplies	423
8649	NSB - BANKCARD CENTER	APR 2023	STAMPLI; MAR 2023	04/30/2023	1,034.00	05/10/2023	100-418-342 Tech Services-Other	423
8649	NSB - BANKCARD CENTER	APR 2023	AGA; ANN'L MEMBERSHIP FOR T LUKAS	04/30/2023	100.00	05/10/2023	100-415-581 Dues and Memberships	423
8649	NSB - BANKCARD CENTER	APR 2023	AMAZON; WTP BATTERY REPLACEMENTS	04/30/2023	100.44	05/10/2023	510-840-430 Service-Repair and Maintenance	423
8649	NSB - BANKCARD CENTER	APR 2023	SPRAYER DEPOT; REBUILD KIT FOR WEED SPRAYER	04/30/2023	1,082.93	05/10/2023	100-575-605 Minor Equipment	423
8649	NSB - BANKCARD CENTER	APR 2023	WIGWAM; LUNCH W/WNDD EXEC & NV ECON DEV REP	04/30/2023	76.17	05/10/2023	100-413-600 General Supplies	423
8649	NSB - BANKCARD CENTER	APR 2023	AUTODESK; AUTOCAD PROGRAM YRLY USE	04/30/2023	1,661.75	05/10/2023	100-475-320 Prof Serv-Engineering	423
8649	NSB - BANKCARD CENTER	APR 2023	UPS; SHIPPING FOR WTP SAMPLES TO EXXON MOBIL	04/30/2023	20.15	05/10/2023	510-840-550 Printing and Postage	423
8649	NSB - BANKCARD CENTER	APR 2023	AMAZON; PROGRAMMABLE CONTROLLER; WILL REFUN	04/30/2023	783.06	05/10/2023	520-810-430 Service-Repair and Maintenance	423
8649	NSB - BANKCARD CENTER	APR 2023	SUPERIOR PRESS; DEPOSIT SLIPS	04/30/2023	26.32	05/10/2023	520-810-600 General Supplies	423
8649	NSB - BANKCARD CENTER	APR 2023	ETRAILER.COM; AXLES FOR STREETS PAINT TRAILER	04/30/2023	703.18	05/10/2023	100-475-430 Service-Repair and Maintenance	423
8649	NSB - BANKCARD CENTER	APR 2023	ZOOM; ANN'L/MON CMO	04/30/2023	439.80	05/10/2023	100-418-342 Tech Services-Other	423
8649	NSB - BANKCARD CENTER	APR 2023	AMAZON; PICTURE MATS FOR PREV MAYOR IN CHAMBE	04/30/2023	20.68	05/10/2023	100-417-601 OFFICE SUPPLIES	423
8649	NSB - BANKCARD CENTER	APR 2023	BACKFLOW PARTS; EQUIP FOR PARKS IRRIGATION BAC	04/30/2023	4,798.31	05/10/2023	100-575-600 General Supplies	423
8649	NSB - BANKCARD CENTER	APR 2023	SUPERIOR PRESS; DEPOSIT SLIPS	04/30/2023	26.32	05/10/2023	510-810-600 General Supplies	423
8649	NSB - BANKCARD CENTER	APR 2023	HINTON BURDICK CPA'S; TRNG D LEWIS/T LUKAS	04/30/2023	150.00	05/10/2023	100-415-580 Training	423
8649	NSB - BANKCARD CENTER	APR 2023	SANDERSON FORD; SERPENTINE BELT FOR FIRE DEPT	04/30/2023	118.19	05/10/2023	100-126000 Intergovernmental Receivable	423
8649	NSB - BANKCARD CENTER	APR 2023	RALEY'S; RESIGNED EMP GOING AWAY CAKES JD/DW	04/30/2023	74.57	05/10/2023	100-412-586 Employee Recognition	423
8649	NSB - BANKCARD CENTER	APR 2023	AUTODESK; AUTOCAD PROGRAM YRLY USE	04/30/2023	830.86	05/10/2023	100-417-320 PROF SEV-ENGINEERING	423
8649	NSB - BANKCARD CENTER	APR 2023	PETWATCH; MICROCHIPS FOR LOW COST VACCINE EVE	04/30/2023	750.00	05/10/2023	100-525-600 General Supplies	423
8649	NSB - BANKCARD CENTER	APR 2023	NV WATER RESOURCES; RENEW D WHALEN MEMBERS	04/30/2023	225.00	05/10/2023	510-810-581 Dues and Memberships	423
8649	NSB - BANKCARD CENTER	APR 2023	ZOOM; YRLY/MON RENEW FMC	04/30/2023	748.90	05/10/2023	100-425-322 Prof Serv-Other	423
8649	NSB - BANKCARD CENTER	APR 2023	DMV; REGISTER OFF ROAD VEHICLE	04/30/2023	20.00	05/10/2023	100-528-642 Licenses and Permits	423
8649	NSB - BANKCARD CENTER	APR 2023	AMAZON; LAWN MOWER TIRES FOR PARKS	04/30/2023	83.29	05/10/2023	100-575-614 Supplies-Plant/Shop/Maint	423

Total 8649:

16,385.93

NV ENERGY

167	NV ENERGY	26100 MAY 23	34596502626100 ACH	05/12/2023	22,116.79	05/31/2023	510-810-622 Electricity	523
167	NV ENERGY	26100 MAY 23	34596502626100 ACH	05/12/2023	39.53	05/31/2023	520-810-622 Electricity	523
167	NV ENERGY	42683 MAY 23	82190404842683 ACH	05/12/2023	61.43	05/23/2023	100-475-622 Electricity	523
167	NV ENERGY	42683 MAY 23	82190404842683 ACH	05/12/2023	335.25	05/23/2023	100-575-622 Electricity	523
167	NV ENERGY	42683 MAY 23	82190404842683 ACH	05/12/2023	532.21	05/23/2023	510-810-622 Electricity	523
167	NV ENERGY	42683 MAY 23	82190404842683 ACH	05/12/2023	7,254.17	05/23/2023	520-810-622 Electricity	523

Total 167:

30,339.38

OFFICE DEPOT

133	OFFICE DEPOT	310670139001	Return pens	05/04/2023	8.04-	05/18/2023	520-810-601 Office Supplies	523
133	OFFICE DEPOT	310670139001	Return pens	05/04/2023	8.05-	05/18/2023	510-810-601 Office Supplies	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	312057324001	Storage boxes; pens	05/09/2023	42.01	05/18/2023	510-810-601 Office Supplies	523
133	OFFICE DEPOT	312057324001	Storage boxes; pens	05/09/2023	42.00	05/18/2023	520-810-601 Office Supplies	523
133	OFFICE DEPOT	313832582001	Fasteners	05/12/2023	16.85		100-414-600 General Supplies	523
133	OFFICE DEPOT	313872751001	PENS	05/12/2023	29.99		100-414-600 General Supplies	523
133	OFFICE DEPOT	313872752001	staples markers folders paper clips	05/12/2023	157.30		100-414-600 General Supplies	523
133	OFFICE DEPOT	314405664001	Office supplies	05/18/2023	110.21		100-605-601 Office Supplies	523
Total 133:					382.27			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-243627	FUEL SYSTEM FOR # 61 AMBULANCE (fire dept.)	05/05/2023	7,084.06	05/18/2023	100-126000 Intergovernmental Receivable	523
6230	O'REILLY AUTO PARTS	3599-244111	CREDIT MEMO	05/08/2023	241.91-	05/18/2023	510-810-610 Automotive Supplies	523
6230	O'REILLY AUTO PARTS	3599-244482	fuel filter for fire dept.	05/11/2023	10.12		100-126000 Intergovernmental Receivable	523
6230	O'REILLY AUTO PARTS	3599-244487	core return for fire dept.	05/11/2023	250.00-		100-126000 Intergovernmental Receivable	523
6230	O'REILLY AUTO PARTS	3599-245067	tail lights for fire dept. Tahoe	05/15/2023	28.68		100-126000 Intergovernmental Receivable	523
6230	O'REILLY AUTO PARTS	3599-245296	EXP VALVE	05/16/2023	89.76		510-810-610 Automotive Supplies	523
6230	O'REILLY AUTO PARTS	3599-245382	wrong part credit memo	05/17/2023	89.76-		510-810-610 Automotive Supplies	523
6230	O'REILLY AUTO PARTS	3599-245432	headlights for 1002 W/D	05/17/2023	60.72		510-810-610 Automotive Supplies	523
6230	O'REILLY AUTO PARTS	3599-245532	parts for fire dept # 61	05/18/2023	12.06		100-126000 Intergovernmental Receivable	523
6230	O'REILLY AUTO PARTS	3599-245654	core charge credit memo for fire dept.	05/19/2023	1,600.00-		100-126000 Intergovernmental Receivable	523
6230	O'REILLY AUTO PARTS	3599-245719	HOOD STRUTS FOR FIRE DEPT	05/19/2023	28.84		100-126000 Intergovernmental Receivable	523
6230	O'REILLY AUTO PARTS	3599-246334	RUNNING BOARDS FOR W/D	05/23/2023	318.98		510-810-610 Automotive Supplies	523
6230	O'REILLY AUTO PARTS	3599-246445	BATTERY SWITCH FOR W/W	05/24/2023	12.99		520-810-610 Supplies-Automotive	523
Total 6230:					5,464.54			
PAPE KENWORTH								
3097	PAPE KENWORTH	1601678	Streets Vactor- mech breakdown, repair still in progress	05/09/2023	17,020.00	05/18/2023	100-475-430 Service-Repair and Maintenance	523
Total 3097:					17,020.00			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	APR 2023	#621 RETIREMENT CONTRIBUTIONS	04/30/2023	108,042.50	05/11/2023	100-216000 RETIREMENT PAYABLE	423
Total 144:					108,042.50			
Rain For Rent								
1068	Rain For Rent	1866578	HWY 50 By-Pass Rental late fee	04/30/2023	24.14	05/18/2023	520-810-430 Service-Repair and Maintenance	423
1068	Rain For Rent	1872819	Hwy 50 by-pass equipment return	05/16/2023	2,292.34		520-810-430 Service-Repair and Maintenance	523
Total 1068:					2,316.48			
RENOWN HEALTH								
190	RENOWN HEALTH	1818000	MRN: 0852417 Knight	05/08/2023	40.00	05/18/2023	520-810-322 Prof Serv-Other	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
190	RENOWN HEALTH	1818000	MRN: 4540937 Pogtis	05/08/2023	25.00	05/18/2023	520-810-322 Prof Serv-Other	523
190	RENOWN HEALTH	1818000	MRN: Birkel	05/08/2023	25.00	05/18/2023	100-605-322 Prof Serv-Other	523
190	RENOWN HEALTH	1818000	MRN: 3199149 Lowrey	05/08/2023	45.00	05/18/2023	100-417-322 Prof Serv-Other	523
190	RENOWN HEALTH	1818000	MRN: 4691578 Marks	05/08/2023	40.00	05/18/2023	100-575-322 Prof Serv-Other	523
Total 190:					175.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-0244	Water Right Services from Dec 31 , 22 thru Jan 31 , 23	02/28/2023	2,272.00		510-810-698 Water Rights Protection	223
8602	RESOURCE CONCEPTS	23-0520	Prof svc rendered thru 4/9/2023	04/30/2023	8,883.75	05/18/2023	510-810-698 Water Rights Protection	423
8602	RESOURCE CONCEPTS	23-0521	18-234.9 WR ACCOUNTING PROJECT	04/30/2023	1,030.00	05/18/2023	510-810-698 Water Rights Protection	423
Total 8602:					12,185.75			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	184579	Engineering services for west lift station construction	04/30/2023	1,425.45	05/18/2023	520-166100 Construction In Progress	423
1897	SHAW ENGINEERING	184596	South arm interceptor design project	04/30/2023	2,080.00	05/18/2023	520-166100 Construction In Progress	423
1897	SHAW ENGINEERING	184629	New clear well at WTP design services	04/30/2023	3,800.00	05/18/2023	510-166100 Construction In Progress	423
1897	SHAW ENGINEERING	184645	On call engineering review for CP2023.001	04/30/2023	3,500.00	05/18/2023	100-529-320 Prof Serv-Engineering	423
1897	SHAW ENGINEERING	184646	On call Eng review svc for SW Fernley CLOMR analysis	04/30/2023	1,050.00	05/18/2023	100-228310 Project Plan Review Retainer	423
1897	SHAW ENGINEERING	184647	on call engineering development review services BLA23002	04/30/2023	200.00	05/18/2023	100-529-320 Prof Serv-Engineering	423
1897	SHAW ENGINEERING	184648	On call engineering review services FSM23002	04/30/2023	900.00	05/18/2023	100-529-320 Prof Serv-Engineering	423
1897	SHAW ENGINEERING	184649	On call engineering review services CP2023.004	04/30/2023	3,500.00	05/18/2023	100-529-320 Prof Serv-Engineering	423
1897	SHAW ENGINEERING	184650	On call engineering review services AR23002	04/30/2023	1,100.00	05/18/2023	100-529-320 Prof Serv-Engineering	423
Total 1897:					17,555.45			
Sierra Boiler Service, Inc								
8925	Sierra Boiler Service, Inc	R1878	PS Admin Boiler PRV replacement	05/19/2023	1,510.00		510-840-424 Contract Services-HVAC	523
Total 8925:					1,510.00			
SIERRA CONTROLS, LLC								
8935	SIERRA CONTROLS, LLC	123936	PS Air Compressor SCADA Integration Troubleshooting	04/30/2023	2,725.00	05/18/2023	510-840-429 Contract Services-SCADA	423
Total 8935:					2,725.00			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	230462	3 E-Ones and 4 EQD Inserts	05/10/2023	10,989.05	05/18/2023	520-810-615 E-One R & M	523
Total 6530:					10,989.05			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN299857	Hardness and TDS well samples	05/08/2023	318.00	05/18/2023	510-810-423 Contract Services-ANALYTICAL	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7856	SILVER STATE ANALYTICAL LABORATORIES	RN299998	Cottonwood lane project. Circle Dr. water main Tie-in	05/12/2023	40.00	05/18/2023	510-810-423 Contract Services-ANALYTICAL	523
7856	SILVER STATE ANALYTICAL LABORATORIES	RN300006	Cottonwood lane project- Marshall St. Tie-in	05/12/2023	80.00	05/18/2023	510-810-423 Contract Services-ANALYTICAL	523
7856	SILVER STATE ANALYTICAL LABORATORIES	RN300138	CWL project-Marshall street tie-in	05/17/2023	80.00		510-810-423 Contract Services-ANALYTICAL	523
7856	SILVER STATE ANALYTICAL LABORATORIES	RN300153	CWL project- Circle Drive tie-ins	05/18/2023	40.00		510-810-423 Contract Services-ANALYTICAL	523
7856	SILVER STATE ANALYTICAL LABORATORIES	RN300308	Victory logistics- new fire line 2nd round	05/22/2023	40.00		510-810-423 Contract Services-ANALYTICAL	523
7856	SILVER STATE ANALYTICAL LABORATORIES	RN300314	Victory logistics- New fire line	05/22/2023	40.00		510-810-423 Contract Services-ANALYTICAL	523
7856	SILVER STATE ANALYTICAL LABORATORIES	RN300334	Monthly samples 2nd round	05/22/2023	240.00		510-810-423 Contract Services-ANALYTICAL	523
7856	SILVER STATE ANALYTICAL LABORATORIES	RN300406	PS PFAS Sampling	05/24/2023	2,875.00		510-810-423 Contract Services-ANALYTICAL	523
Total 7856:					3,753.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	132847	pump repair kit paint	05/12/2023	561.50	05/18/2023	100-475-615 Supplies-Signs and Striping	523
170	SILVER STATE BARRICADE	132994	city logos for fleet	05/19/2023	560.10		510-810-610 Automotive Supplies	523
170	SILVER STATE BARRICADE	133132	sleeves sign posts tape	05/26/2023	1,733.50		100-475-615 Supplies-Signs and Striping	523
170	SILVER STATE BARRICADE	133133	road signs	05/26/2023	210.00		100-475-615 Supplies-Signs and Striping	523
Total 170:					3,065.10			
SIMONS HALL JOHNSTON, PC								
8944	SIMONS HALL JOHNSTON, PC	1	HR investigation, Acct#80036.001	04/13/2023	3,902.73	05/18/2023	100-414-322 Prof Serv-Other	423
Total 8944:					3,902.73			
SJC LIMITED								
8580	SJC LIMITED	14003	Base and Sand hauled to Cottonwood yard	05/15/2023	5,496.43		100-475-600 General Supplies	523
Total 8580:					5,496.43			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/57452036	service truck tools	05/22/2023	125.33		100-480-600 GENERAL SUPPLIES/TOOLS	523
Total 8735:					125.33			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAY 2023-2	CHILD SUPPORT	05/19/2023	324.46	05/25/2023	100-219900 OTHER PAYROLL PAYABLES	523
Total 176:					324.46			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023400112064	PS sodium hypochlorite	05/15/2023	5,805.80		510-840-617 Chemicals	523
8646	THATCHER COMPANY, INC.	2023400112065	WWTP Chlorine	05/15/2023	4,708.70		520-810-617 Supplies-Chemical	523

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8646:					10,514.50			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00013502	PS Fittings	05/16/2023	182.72		510-840-430 Service-Repair and Maintenance	523
Total 464:					182.72			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9933766363	WTP	05/24/2023	487.58	05/18/2023	510-840-530 Communications	523
8495	VERIZON WIRELESS	9933766363	Council	05/24/2023	165.66	05/18/2023	100-412-530 Communications (Internet,Cell)	523
8495	VERIZON WIRELESS	9933766363	IT	05/24/2023	51.42	05/18/2023	100-418-530 Communications (Internet,Cell)	523
8495	VERIZON WIRELESS	9933766363	WW Router	05/24/2023	91.43	05/18/2023	520-810-530 Communications	523
8495	VERIZON WIRELESS	9933766363	WD	05/24/2023	223.63	05/18/2023	510-810-530 Communications	523
8495	VERIZON WIRELESS	9933766363	Bldg & Safety	05/24/2023	279.62	05/18/2023	100-417-530 Communications (Internet,Cell)	523
8495	VERIZON WIRELESS	9933766363	City Hall Facilities	05/24/2023	635.46	05/18/2023	100-417-530 Communications (Internet,Cell)	523
8495	VERIZON WIRELESS	9933766363	WW	05/24/2023	553.94	05/18/2023	520-810-530 Communications	523
8495	VERIZON WIRELESS	9933766363	CAO	05/24/2023	140.03	05/18/2023	100-414-530 Communications (Internet,Cell)	523
8495	VERIZON WIRELESS	9933860344	742052267-00001 May 23 Fernley Router	05/24/2023	40.01	05/25/2023	520-810-530 Communications	523
Total 8495:					2,668.78			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	MAY 2023-2	DEFERRED COMPENSATION, 457	05/19/2023	3,684.00	05/19/2023	100-215000 457 PAYABLE	523
8591	VOYA FINANCIAL	MAY 2023-2	ROTH IRA	05/19/2023	150.00	05/19/2023	100-215000 457 PAYABLE	523
Total 8591:					3,834.00			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2305-061812	Gloves and safety glasses	05/12/2023	496.76	05/18/2023	510-810-616 Supplies-Safety	523
Total 8571:					496.76			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19616537-1	3/4 inch sensus lpearl water meters	05/05/2023	2,084.10	05/18/2023	510-166100 Construction In Progress	523
195	WESTERN NEVADA SUPPLY CO.	19700379-2	Bin stock	05/19/2023	391.85		510-810-613 Supplies-Meter Service	523
195	WESTERN NEVADA SUPPLY CO.	19734564	Two 2 inch sensus 1000 Gal meters	05/05/2023	1,986.32	05/18/2023	510-166100 Construction In Progress	523
195	WESTERN NEVADA SUPPLY CO.	19741053	PS Chem BF drain pipe repair	05/11/2023	20.92	05/18/2023	510-840-430 Service-Repair and Maintenance	523
195	WESTERN NEVADA SUPPLY CO.	19742397	Villa 6 inch backflow parts	05/11/2023	1,750.83	05/18/2023	510-840-430 Service-Repair and Maintenance	523
195	WESTERN NEVADA SUPPLY CO.	19746968	PS BF device test fittings	05/11/2023	24.24	05/18/2023	510-840-430 Service-Repair and Maintenance	523
195	WESTERN NEVADA SUPPLY CO.	19764363	Storz fittings	05/22/2023	2,019.78		510-840-430 Service-Repair and Maintenance	523
Total 195:					8,278.04			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
WHITE CAP, L.P.									
8852	WHITE CAP, L.P.	50022102186	misc. spark plugs filters brushes	05/12/2023	642.73	05/18/2023	100-475-600	General Supplies	523
8852	WHITE CAP, L.P.	50022304480	blades for saws and weed eaters	05/26/2023	859.86		100-475-600	General Supplies	523
Total 8852:					1,502.59				
WOOD RODGERS, INC.									
2454	WOOD RODGERS, INC.	169735	Lands Bill Prof Services _APRIL2023	04/30/2023	4,283.75		100-413-322	Prof Serv-Other	423
Total 2454:					4,283.75				
WTR ELECTRIC, INC									
8650	WTR ELECTRIC, INC	23088	two new light poles and lights for OTP	05/11/2023	1,428.90	05/18/2023	100-575-428	Contract Services-ELECTRICAL	523
Total 8650:					1,428.90				
XYLEM WATER SOLUTIONS USA, INC.									
8939	XYLEM WATER SOLUTIONS USA, INC.	3556C66300	HWY 50 replacement pump	03/21/2023	93,438.00	05/22/2023	520-810-430	Service-Repair and Maintenance	323
Total 8939:					93,438.00				
Grand Totals:					672,677.65				

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
MAY 3, 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 Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Staff: Deputy City Clerk Brenda Gosser, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, City Engineer Derek Starkey, Public Works Director Dave Whalen, Deputy City Manager Lydia Altick, City Treasurer Denise Lewis. **Absent:** Councilwoman Fran McKay

1.2. Public Forum

There was none.

1.3. (For Possible Action) Approval of Agenda

Motion: MOTION TO APPROVE AGENDA WITH ITEM 7.2 REMOVED. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, 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 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.

Motion: MOTION TO APPROVE THE CONSENT AGENDA. **Action:** Approved. **Moved by:** Councilman Lau, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilman Hanan.

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

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 gave stats for the month of April. Code enforcement update on Truck Inn Way behind Terribles, the property owner did contact a clean cleanup crew and they did a wonderful job getting it cleaned up. There are a few vehicles remaining and the department is working with DMV to see if they can get junk salvage titles. There is a burnt-out RV at the end of Pilot Road which is sitting on the railroad property. The department has been in contact with the Railroad. The Code Enforcement job description is currently with the union for review and approval.

Councilman Hanan and Councilman Lau thanked Building Official Birkel for all her hard work.

Deputy City Manager Lydia Altick announced FCTA is accepting grant applications for the first grant cycle of fiscal year 2023/2024, beginning May 1, 2023, through May 31, 2023. These funds are for projects, events or activities that will promote tourism in Fernley during the period of July 1, 2023, through December 31, 2023. There is a mandatory workshop on May 9, 2023, at 6:00 PM at City Hall.

Councilman Albert Torres showed the plaque that the FCTA board received from the Old Timer Motorcross, in appreciation of helping them with their grants.

Mayor McIntyre stated that the Veterans Coalition reached out to him in regards to the roads to the cemetery. He thanked the Public Works department for fixing the road. He also thanked Big R, Pioneer Crossing Casino, Waste Management, Terrible's Casino and the Lyon County Sheriff's Department for their donations and the 23 volunteers that came out for the Mayor's Clean Sweep. He gave special thanks for a job well done to the facilities for setting up and breaking down for the Mayor's Clean Sweep.

Bakertilly, who was hired to search for City Manager, will be sending each council member a time search timeline. Also, council and department heads will receive email with questions for search and need to be returned to Bakertilly by May 8, 2023.

3.2. State of Nevada Legislative update

The Zoom system was down. There will be no report.

4. PROCLAMATIONS BY THE MAYOR

Councilman Albert Torres presented two proclamations: May 2023 Mental Health Month, and May 2023 Older Americans Month. Fernley Senior Citizen Advisory Committee accepted the proclamation on behalf of all older Americans in Fernley.

Mayor McIntyre proclaimed May 1, 2023, as Law Day.

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.

Animal Control Officer RanDee Gahr gave a presentation asking to amend the ordinance to allow responsible dog owners to apply for an additional dog permit and house a maximum of four dogs. 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. She went over all the conditions and requirements for approval.

Councilman Hanan expressed concern about getting her the tools to do her job. Councilwoman Zoberski thanked RanDee Gahr for being very pro-active, and asked if we could do an adoption event at the shelter.

Motion: MOVE TO ADOPT 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. **Action:** Approved, **Moved by:** Councilman Hanan, **Seconded by:** Councilman Torres. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

6. STAFF REPORTS

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

Motion: MOVE TO CHANGE THE NAME AND JOB DESCRIPTION OF THE ASSISTANT TO THE CITY MANAGER TO MANAGEMENT ANALYST. **Action:** Approved. **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

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)

Councilman Hanan suggested having an employee of the month.

Mayor McIntyre agreed but at this time the budget is set and it will have to wait for the next budget.

Councilman Albert Torres stated that we can probably find something budgetary where we can bring back employee recognition, where we recognize service time and the 5-year spans, employee of the month or field employee of the month or office staff employee of the month.

05/03/2025 Councilman Stan Lau suggested a gym membership.

City Treasurer Denise Lewis stated that there is a line item in the Mayor's budget that allows for t-shirts, Christmas gifts, etc. There is an internal fund that has been used at the monthly meetings to give recognition to those who have met milestones.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were no items.

9. PUBLIC FORUM

Fernley city resident James W. Roberts thanked the council and was very impressed with the comments on recognizing employees.

Councilwoman Zoberski thanked Lowell Patton and everyone involved in the Main Street program and all the hard work they put into it. He is holding a meeting at his house on May 27, 2023, 5:00 pm - 7:00 pm for anyone who wants to get involved with the program.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 5:55 PM.

Approved by the Fernley City Council on June 7, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

Kim Swanson, City Clerk

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
MAY 17, 2023**

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Treasurer Denise Lewis, City Clerk Kim Swanson, Administrative Specialist II Reba Skinner, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Deputy Public Works Director Barry Williams, Senior Planner Shay League, Deputy City Attorney Aaron Mouritsen, City Attorney Brandi Jensen, City Engineer Derek Starkey, Public Works Director Dave Whalen, Attorney Philip Mannelly.

1.2. Public Forum

None at this time.

1.3. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of the Voucher Report

2.2. (For Possible Action) Approval of Minutes

2.3. (Possible Action) Approval of Business Licenses

City Clerk Kim Swanson read the list of new business licenses issued.

2.4. Possible action to authorize the execution of the water rights banking and dedication agreement with Rhodes Ranch Properties, APN 021-351-10 TCID serial number 1078-3 in the amount of 9.0 acre-feet.

2.5. Possible Action to purchase one (1), Ford F-550 with a 3-yard dump body from Corwin Ford for the City of Fernley's Water Distribution Department for an amount not to exceed \$65,001.25.

2.6. Possible action to approve a cooperative agreement with Lyon County to provide Indigent Defense Services in an amount not to exceed \$120,000.

2.7. Possible Action to approve modifications to the settlement agreement in Lansing v. the City of Fernley

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

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

Lyon County Sheriffs' Department Chief Deputy Branningham introduced Sgt. Bill McDaniel. Sgt. McDaniel has been assigned to Fernley since March 2023. Lyon County Sheriff's Deputy McCullough was recently presented with the Crisis Intervention Officer of the Year award for his actions in dealing with persons in a mental health crisis. Starting May 1st the Sheriff's Department now has 24/7 coverage in the Silver Springs area, which will allow more deputies to stay in Fernley.

The Council thanked the Sheriff's department for all of their work.

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

City Clerk Kim Swanson introduced Reba Skinner, Administrative Specialist II, in the City Clerk's office. There is an opening for the Senior Citizens Advisory Committee member.

Councilwoman Felicity Zoberski reminded everyone about the Music, Murals & Margaritas festival.

Councilman Stan Lau thanked the Meadows for the great grand opening.

Councilman Albert Torres reminded everyone that the FCTA grants are being accepted until May 31, 2023. The FCTA grants awards meeting will be on June 12, 2023, at 6:00 pm. The Governor's office of Economic Development has a Nevada Small Business Credit initiative. There are a couple of loans on there as well as a couple of grants. It will be posted on the website.

Councilwomen Fran McKay reminded everyone about the traffic that will be occurring due to graduations.

Mayor Neal E. McIntyre wished Dave Whalen well in his new endeavors and congratulated Barry Williams for being the Acting Public Works Director at this time. Also, that there will be a pancake breakfast at the Music, Murals, & Margaritas festival hosted by Fernley Wadsworth Lions Club & North Lyon County Fire Protection District on Saturday, May 20, 2023, 8 am - 12 pm. He reported that they have received an application for the Planning Director and 19 applications for HR and interviews will begin next week.

3.2. State of Nevada Legislative update

Nick Vander Poel, Flynn Guidici Government Affairs, reported that there are 20 days remaining in the legislation session. Senate Bill #226 that pertains to the Prevailing wage bill has a hearing on May 17, 2023, at 6.00. The Governor vetoed 3 bills related to the Second Amendment and firearms. Senate Bill 90 designating the wild mustang as the state animal was heard but may not get out of committee. SB18, as it relates to planning commissions, passed on Friday and will go to the floor for a vote. There are many bills still to go through. There are 1.3 billion in fiscal notes

sitting in ways & means & finance and there is only 251.5 million dollars extra to spend. The Homeless Bill of Rights is dead, another homeless had been brought up and a bill as it relates to pre-trial release hearings.

4. PROCLAMATIONS BY THE MAYOR

There are none at this time.

5. ORDINANCES

5.1. 1. Possible action to approve a settlement agreement proposed by NNCH regarding a pending case for judicial review of a decision of the Fernley City Council in the Third Judicial District Court case# 21-CV-00951, Northern Nevada Community Housing v. City of Fernley; and

2. Possible action on a request from Northern Nevada Community Housing to allow for the construction of a 60-unit multiple family residential development (workforce housing with Veteran's preference) on a site approximately 3.22 acres generally located south of Dianne Way, east of Hardie Lane, north of Westerlund Lane, and west of Spruce Drive Fernley, NV (APNs: 020-093-15, 16, 17, and 18). First reading, Introduction of Bills related to this action: Bill #326 (DA20001) a Development Agreement request to allow for a density bonus, in accordance with NRS 278.250, to increase the maximum density from 14 dwelling units per acre to 19 dwelling units per acre. Bill #327 (ZMA20004) a Zoning Map Amendment request to change the zoning from SF6 (Single Family 6,000 sq. ft.) to MDR14 (Medium Density Residential 14 du/ac). Possible action on a Conditional Use Permit request to allow for multi-family residential development on property zoned MDR14.

City Attorney Jensen introduced Aubrey Powell, who was presenting on behalf of Northern Nevada Community Housing. The project was first introduced about two years ago, which was to provide workforce housing with a preference for veterans. 20% of these units are specifically set aside for veterans, the remaining 80% of the units have a preference for veterans. On July 20, 2021, Council denied the request. Subsequently, NNCH did exercise the statutory right for judicial review in the Third Judicial District Court. They have been working through this for about 1 1/2 years now to come to some sort of resolution. Initially, to facilitate a settlement of that lawsuit, NNCH and the City initially agreed to exchange properties. The property that was to be exchanged for was an approximate 4 acre parcel of land on Newlands Drive. They entered into a conditional settlement and real property exchange agreement in May 2022. Following the due diligence, it was discovered that there is a pretty significant encumbrance of title on the property. The particular provision that has posed an issue prohibits any residential dwellings or structures on this parcel other than one to two-story single family homes, so the real property exchange did not work out. They have agreed to conduct a survey to evaluate where the property line is between the property and a property owner and, if necessary, they will provide a boundary line adjustment to ensure that his project does not infringe on that driveway or shed. Second, they have agreed to upgrade the fencing to provide more buffering of privacy for those residences. They will also provide a cross walk with a flashing beacon. In exchange for NNCH providing these changes, the City would approve the project on Hardie property and, upon final approval, NNCH will dismiss the lawsuit. There are two options to go forward, continue to litigate for another year or two, or we settle the litigation via the proposed settlement agreement that is being presented. NNCH asked to change the zoning from SF6 to MDR14, increase the maximum density from 14 dwelling units

per acre to 19 dwelling units per acre, and allow for construction of a 60-unit multiple family residential development.

Councilman Lau clarified that in the first proposal it was for a 90-unit not 60. He expressed concern on having access in case of fires.

Derek Kirkland stated that there is a turn around and the access was approved by North Lyon County Fire.

Councilman Torres questioned the change of zoning according to the Master Plan. Senior Planner Shay League confirmed that the current Master Plan use for that property is mixed residential, and the SF6 zone does not align with that as a zone in the mixed residential and MDR14 would bring it into compliance. It is in compliance with code because we allow property holders to retain the zoning that they have, but our Master Plan does call for mixed residential on that lot.

Councilwoman Zoberski asked several questions including clarification between veteran housing and veterans preference, how do they inform veterans, what percentage of veterans actually have to live in these houses, and is there a certain percentage that houses only veterans.

Matthew Fleming, Executive Director for NNCH, reported that the project they are proposing is what is called a "9% low-income housing tax credit project" through the State of Nevada. They score the applications to have a veteran preference for special needs multi-family with that special needs being set aside for disabled veterans. 20% of units must be honorable veterans, the remaining 80% veteran preference. Only when all resources have been exhausted to find a veteran then you have to fill that with the general population who meet the workforce housing income guide lines. The investors will not buy into a project that is 100% veteran unless you have subsidies for those vacant units if not filled. We are a group that are serving true veterans who work with the VA who work with special groups inside Fernley that serve veterans to make sure that those veterans are placed in these units. We will accept, based on the waiting list, which is Federal Law Fair Housing Law, we will contact each individual on that general population list one at a time. If they qualify and meet the needs they do not discriminate based on federal law. 99.99%, if not 100%, of the people we serve are going to come from Fernley. They have communicated with the Coalition many times.

Derek Kirkland stated that the traffic study was done, but is not clear on the numbers. The planning included a buffering zone that was over 60 feet of separation from the property lines to the structures. The structures are 2-story.

Councilman Hanan stated that his understanding was that it was a veterans housing development. When you say veteran preferred, he assumed it meant a preference, meaning more than rather than less. He stated why not make the preference 75% or 80% and present a project that way.

Matthew Fleming stated he had lobbied for 100% veteran, the State of Nevada dictates that. They work within the perimeters that they are given.

Public comment:

Fernley city resident Anne Pain stated that there are contingencies not in the plan. She stated that if the survey was done wrong, then we need to go back there before we can go forward with anything else. She would like to of heard of these plans before tonight.

Fernley city resident Jim Porter stated that the last time that they were presenting information his interpretation of their business plan was that it lacked a great deal of information, and quantity and quality.

Fernley City resident Sharon Leonard stated she ran the Sandia Manor Apartments until a few years ago when it was sold. She did not understand the opposition to this project that would really help Fernley. This is something our veterans need in this area.

Fernley city resident Michael Schopf stated that the construction would destroy Hardie Lane. Also, the traffic and speeding on Hardie is already a problem.

Fernley city resident Chris Clayton, co-owner of the property to the north of this project, stated that this property, if zoned MDR14, would not have enough room for a fire truck to turn around.

Fernley city resident Megan Simons stated that the project is a good idea but disagrees with the location. During 2021 it was established that very few veterans would benefit by this because there are not a lot of resources here.

Fernley city resident SarahThomas (Zoom) stated her major concern is the traffic. There is not a crossing guard and the speed on Hardie in the morning and at night is already dangerous. Would like to see the lot used for a park or just left alone.

Fernley city resident Mary Bonno (Zoom) stated that she and her husband are both veterans and everything she has read and heard today about this project is not for veterans. This is just a nice way to package the project to make it seem like you're doing something for a group that does need help. The veterans shuttle will only pick up veterans for medical appointments. If you truly want to help the veterans of this community and you truly want to do it by building housing, then you should (a) find a lot that you don't need to change the zoning, (b) and should be putting up your own money versus getting Federal, city and state to do it. You are trying to sell us on this veterans project that is not for veterans.

Fernley city resident Debbie Skinner thanked Matthew for his presentation on trying to find affordable housing for the veterans. However, it wasn't disclosed that if we were looking at putting 20% of veterans, there was no scale or measure of whether that was at a reduced cost or if it was premature at today's rental. She toured a few veterans' homes in Reno which were very nice, but they are out of reach if you are trying to find affordable housing.

Fernley city resident James W. Roberts found the discussion very interesting. He hopes that the fire department has looked at this project because he believes the fire department would have a hard time maneuvering in this project. He also expressed concern about the speeding on Hardie and that the project would cause additional traffic.

Motion: MOVE TO DENY APPROVAL OF A SETTLEMENT AGREEMENT PROPOSED BY NNCH REGARDING A PENDING CASE FOR JUDICIAL REVIEW OF A DECISION OF THE FERNLEY CITY COUNCIL IN THE THIRD JUDICIAL DISTRICT COURT CASE #21-CV-00951, NORTHERN NEVADA COMMUNITY HOUSING V. CITY OF FERNLEY. **Action:** , **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, **No:** Councilwoman Fran McKay.

Mayor McIntyre called for a break 6:43 - 7:01.

6. PUBLIC HEARINGS

6.1. Public Hearing: Discussion and possible action regarding the Fiscal Year 2023/2024 tentative budget; and discussion and possible action to adopt the Fiscal year 2023/2024 final budget; both including but not limited to: All funds including the Water Enterprise Fund; Wastewater Enterprise Fund; General Fund; Special Revenue Funds; Capital Improvement Programs; rates; all city departments; the budget process; timelines, goals, and existing budget; debt, staffing, including but not limited to reorganization, reclassification, employee positions and contracts, new positions, and all other matters related thereto.

City Treasurer Lewis asked for public comment and there were none at that time.

She recapped items that the Council added during the tentative budget workshop and items included and removed from the final budget, and changes to the fund balance as a result. Recapped Appendix B, which reports tentative versus final budget changes. She explained the changes in salaries and benefits are due to recent staffing changes and moves, a reduction in health benefits and some pay corrections. For the general fund, there was an overall change in fund balance from the tentative to final of \$5,398.00. For the water fund there was an increase of \$16,835.00, cash and cash equivalents went down \$483,000 due to the addition of the security systems for the water treatment plant. The change in sewer was an increase of \$9,074 due to a decrease in salaries and benefits, so cash and cash equivalents increased \$9,074. For the overall city, total expenses of \$38.2 million, total capital expenses are \$25.6 million.

Councilman Hanan asked about the alarm systems if they were now functional. It was his understanding that it was for a complete reinstallation of the alarm system and the cameras.

Public Works Director Whalen stated the alarm system is functional now, but the cameras are outdated. The request is to provide additional cameras and upgrade the existing cameras. The original request was for \$100,000 and it would probably be significantly less than that.

City Treasurer Lewis stated also that they are working with the Federal Lobbyist about these projects that we may be able to get grant funds for. Mayor McIntyre stated that any monies not used will be put into savings.

Councilwoman Fran McKay inquired about the roof of the depot.

Deputy Public Works Director Williams reported that the first batch was incorrect and the second will be delivered in July, which pushed the project out.

Councilwoman Zoberski asked when was the last time that a comparison of wages was done compared to surrounding area wages and how often are they done? City Treasurer Lewis stated in 2017 a salary survey done and it is usually done every 5 years and it is in the budget for 2024.

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

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Ryan Hanan reminded everyone of the vaccination clinic going on this weekend.

8. PUBLIC FORUM

Fernley city resident Tammy Dittman wanted to know how much the court case cost the City of Fernley for the veteran housing lawsuit and what the expected expense would be for further litigation. City Attorney Jensen stated that information can be requested with the Public Record Request.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:21 PM.

Approved by the Fernley City Council on June 7, 2023, by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

Mayor Neal E. McIntyre

City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 5/11/2023-05/31/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Pacific Storage Co.	David Miller	480 Coney Island Drive	Sparks	NV	89431	209-320-6600	Business Specific Profes	Document shredding by mobile
The Chowance Revocable Trust	William & Carolynn C	475 E Cedar St.	Fernley	NV	89408	775-575-9550	Property Rentals	Commercial property rentals
Frydays	Miles Steele & Jacob	104 Double Eagle Dr.	Fernley	NV	89408	775-843-5368	Mobile Vendor	Gourmet fries, desserts and be
B.A. Photo Co.	Benjamin Auer	1050 Rimfield Drive	Fernley	NV	89408	775-293-3288	Photography	Home photography business
Sagebrush Pressure Washing & Ha	Gerardo Ramirez	489 6th St.	Fernley	NV	89408	775-835-9097	Handyman	Pressure washing and handym
Wildlife Art by Bill Burrows	William F. Burrows, S	1930 Canal Street	Fernley	NV	89408	480-299-4204	Hobby/Crafter, Sewing, J	Creating/selling books and art
Linkus Enterprises	Managing Member, J	18631 Lloyd Ln	Anderson	CA	96007	530-351-7343	Contractor	Low Voltage Contractor #7821
All Phase Electric LLC	Weston Jamison	1204 Mountain Rose Dr.	Fernley	NV	89408	775-432-9252	Contractor	Electrical Contractor #90635
Your Maintenance Guy, LLC	Eduardo Gauna	1929 E. Prater Way	Sparks	NV	89431	775-378-1968	Handyman	Handyman
Barchieconsulting LLC	John Kenneth Barchi	540 Summer Street	Fernley	NV	89408	408-425-3899	Consulting Services	Cyber security consulting servi
K & C Construcion LLC	Kyle Higday	701 Schaad Lane	Dayton	NV	89403	775-691-6462	Contractor	General Contractor #81038
ARES HOLDINGS LLC	Rick Chrysler	1218 Wigwam Parkway	Henderson	NV	89074	321-473-0435	Contractor	HVAC Contractor #87069
Chaotically Creative	Caitlan and Gerald D	545 Aspen Way	Fernley	NV	89408	775-300-1121	Hobby/Crafter, Sewing, J	Crafter: resin, crochet, soap, c
LGCY Installation Services LLC	Douglas Robinson	3333 N Digital Dr. #600	Lehi	UT	84043	480-849-9309	Contractor	Solar Photovoltaic/Electrical C
Candidly Classic Event Services LL	Anna Ottmann	2178 Never Drive	Sparks	NV	89436	530-305-6654	Photography	Mobile photo booth trailer, digit
J4 Consulting	Matthew & Jessica J	1300 Woody Lane	Fernley	NV	89408	775-225-5838	Consulting Services	Consulting and tire contract sal
Patrick's Cleanup NV, Inc.	Jose Mercado (Owne	295 Kietzke Ln	Reno	NV	89502	775-331-5411	Cleaning Services	Construction clean up and dum
Love's Travel Stop #246	Love's Travel Stops	825 Commerce Center Drive	Fernley	NV	89408	405-463-8891	Restaurant/Fast Food/Fo	Restaurant
Alexis Young	Alexis Young	80 E Main St.	Fernley	NV	89408	775-722-5891	Tattoo Shop	Tattoo artist
Fernley Investment Group, LLC	ERGS, Inc.	1115 Fremont Street	Fernley	NV	89408	775-972-0213	Residential Dwelling Rent	Rentals: Multi-family communit
ARC Generator Service, LLC	Stephen Arcouette	1240 Icehouse Ave	Sparks	NV	89431	775-376-3736	Business Specific Profes	Generator repair and service
Grand Totals:								
21								

Report Criteria:

License.Status = "Active"

Business.Orignation date = 5/11/2023-05/31/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 7, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the execution of the water rights banking and dedication agreement with Rhodes Ranch Properties, APN 009-271-12 TCID serial number 842 in the amount of 162-acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Rhodes Ranch Properties, APN 009-271-12 TCID serial number 842 in the amount of 162 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement Rhodes Ranch Properties, APN 009-271-12 TCID serial number 842 in the amount of 162.0 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Rhodes Ranch Properties is proposing to dedicate 162.0 acre-feet of water rights appurtenant to APN 009-271-12 (TCID Serial Number 842) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Rhodes Dedication Agreement
2. Rhodes Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2023 (this “Agreement”), by and between Rhodes Ranch Properties, LLC, a Nevada limited liability company, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

A One Hundred Sixty-Two (162.0) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 842. Said water rights are appurtenant to that certain real property located in Churchill County, State of Nevada described as Churchill County Assessor Parcel Number 009-271-12 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Churchill County on February 24, 2023, as Document No. 500458.

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

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

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

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

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

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

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

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

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

Dedicator

Ken Hendrix

Jenuane Communities Onde Verde, LLC.

5400 Equity Ave.

Reno, NV 89502

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
- (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
- (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall

warrant that it is the legal owner of the Water Rights.

- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.
- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Christin Rhodes, Manager

Date:

Rosco Rhodes, Manager

Date:

Assignee

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

JENUANE COMMUNITIES ONDE VERDE, LLC, a California limited liability company

By:

Kenneth Hendrix, Manager

Date:

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

CHURCHILL CO. APN: 009-271-12

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2023, to convey the below-mentioned water rights from RHODES RANCH PROPERTIES, LLC, a Nevada limited liability company, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE").

WITNESSETH:

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

A One Hundred Sixty-Two (162.0) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 842. Said water rights are appurtenant to that certain real property located in Churchill County, State of Nevada described as Churchill County Assessor Parcel Number 009-271-12 and further described as follows:

The SW ¼ of the NE ¼ of Section 34, Township 20 North, Range 26 East, M.D.B.&M.

This legal description appeared previously in Document No. 500458, recorded on February 24, 2023, Official Records of Churchill County, Nevada.

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

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

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

DATED this ____ day of _____, 2023.

GRANTOR:

BY: _____
Rosco Rhodes, Manager

BY: _____
Christin Rhodes, Manager

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by Rosco Rhodes.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by
Christin Rhodes.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 7, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the execution of the water rights banking and dedication agreement with Robert Jacobson and Deann Jacobson, APN 020-151-29 TCID serial number 1001-E-E-1 in the amount of 2.0-acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Robert Jacobson and Deann Jacobson, APN 020-151-29 TCID serial number 1001-E-E-1 in the amount of 2.0-acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement Robert Jacobson and Deann Jacobson, APN 020-151-29 TCID serial number 1001-E-E-1 in the amount of 2.0-acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Robert Jacobson and Deann Jacobson is proposing to dedicate 2.0 acre-feet of water rights appurtenant to APN 020-151-29 (TCID Serial Number 1001-E-E-1) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Jacobson Dedication Agreement
2. Jacobson Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2023 (this “Agreement”), by and between Robert Jaconson and Deann Jacobson, husband and wife, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

A two (2.0) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1001-E-E-1. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-151-29 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on April 6, 2006 as Document No. 379187.

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

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

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

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

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

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

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

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

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

Dedicator

Gerald Ricci _____

Veronda, LLC. _____

P.O. Box 2258 _____

Fernley, NV 89408 _____

City of Fernley

Department of Public Works _____

595 Silver Lace Boulevard _____

12. **General Conditions.**

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

- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
- (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
- (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall

warrant that it is the legal owner of the Water Rights.

- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.
- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Robert Jacobson

Date:

Deann Jacobson

Date:

Assignee

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

Veronda, LLC, a Nevada limited liability company

By:

Gerald Ricci, Manager

Date:

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

LYON CO. APN: 020-151-29

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2023, to convey the below-mentioned water rights from ROBERT JACOBSON and DEANN JACOBSON, husband and wife, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE").

WITNESSETH:

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

A Two (2.0) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1001-E-E-1. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-151-29 and further described as follows:

All that certain real property being a portion of the South ½ of the Southwest ¼ of Section 10, Township 20 North, Range 24 East, M.D.B.&M., being a portion of Parcel 3 as shown on Lyon County Parcel Map No. 93977, described as follows:

Parcel 1, as shown on the Parcel Map for Frank B. and Peggy K. Dodd, recorded in the Official Records of Lyon County, Nevada on December 21, 1989, as Document No. 129915.

This legal description appeared previously in Document No. 379187, recorded on April 6, 2006, Official Records of Lyon County, Nevada.

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

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

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

DATED this ____ day of _____, 2023.

GRANTOR:

BY: _____
Robert Jacobson

BY: _____
Deann Jacobson

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by Robert Jacobson.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by
Deann Jacobson.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 7, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel, Dave Whalen, Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to approve a Contract for Water Rights Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$125,000 for FY 2023-2024.

AGENDA ITEM BRIEF:

The proposed contract is for Resource Concepts Inc. to provide water rights engineering services and water rights dedication services for FY 2023/2024 (in compliance with established City of Fernley Council priorities) in an amount not to exceed \$125,000.

RECOMMENDED MOTION:

"I move to approve the annual contract for Water Right Engineering Services to Resource Concepts Inc. (RCI) for an amount not to exceed \$125,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may:

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

BACKGROUND:

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

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

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

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

Specifics for the above can be found in the attached staff report and Attachment A of the contract – Scope of Work. The fees for the contract are outlined into two tasks. Task 1-2 in the total amount not to exceed \$60,000 and Task 3 in the total amount not to exceed \$65,000 for a total amount for all 3 tasks not to exceed \$125,000 (excluding state permit fees) for the annual contract. Council approved RCI for Water Rights Services for FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, and FY22-23. Continuity is key to tracking and protection the numerous water rights that the city of Fernley has banked. Staff recommends contracting with the current consultant as they provide excellent services.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625.050 Practice of Professional Engineering

FINANCIAL IMPLICATIONS:

Adequate funds have been budgeted for FY 2023-2024 to cover water rights engineering services.

ATTACHMENTS:

1. ATTACHMENT A-City of Fernley SOW FY 23-24
2. ATTACHMENT B - RCI 2022 FEE SCHEDULE
3. Resource Concepts Inc WR Contract FY2023-2024



January 20, 2023

Dave Whalen, P.E., CEM, Public Works Director
City of Fernley
Public Works
595 Silverlace Blvd.
Fernley, Nevada 89408

Re: Fiscal Year 2023/2024 Scope of Work and Fee Schedule

Dear Mr. Whalen:

Thank you for allowing Resource Concepts, Inc. (RCI) to provide our services for the City of Fernley (City) in the management of your water rights. Please see our updated Scope of Work for the fiscal year 2023/2024, the cost estimate for the ongoing development of the City of Fernley's Water Rights Accounting project and cost estimate for professional services offered for your consideration:

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

This work will not exceed \$60,000 annually, excluding necessary state permit fees. The cost of services will be accomplished on a "Time and Materials" basis, as determined by the RCI Fee Schedule in effect during the time the task was performed.

3. Development of the City of Fernley Water Rights Accounting Project:

RCI began the development of the City of Fernley Water Rights Accounting Project during Fiscal Year 2022/2023. Task 3 is a continuation of this project.

- 3.1. Determine all surface water rights deeded to the City of Fernley through a review of the records on file with the Lyon County Recorder and the Nevada Division of Water Resources.
- 3.2. Determine the status of those deeded surface water rights.
- 3.3. Determine the assignable interests of those deeded surface water rights.
- 3.4. Determine the unused portion of those deeded surface water rights.
- 3.5. Determine the portions of those deeded surface water rights which are being served under will-serve dedications.
- 3.6. Review the data for accuracy and resolve any discrepancies found.
- 3.7. Develop an MS Access database to manage, query and display the records.
- 3.8. Participate in teleconference, virtual and in-person meetings with the Client, Client's agents and any local, state, or federal representatives as needed.

This work will not exceed \$65,000 annually. The cost of services will be accomplished on a "Time and Materials" basis, as determined by the RCI Fee Schedule in effect during the time the task was performed.

Additional professional services not related to this water right proposal can be performed by RCI at the request of the City for a professional fee as determined by the RCI Fee Schedule in effect during the time the task was performed.

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

Sincerely,



Bruce R. Scott, P.E., P.L.S., W.R.S.

Principal

BRS/scm



2022 WATER RIGHTS FEE SCHEDULE

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

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

This confidential information is intended only for the use of **Click – enter Client & Task** and is valid for the attached proposal for professional services dated **Click – enter Date of Proposal/Agreement**. This information should not be distributed without the written authorization of RCI.

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

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

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

CONTRACT

A Contract For Professional Services

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

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

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

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

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

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

2. **CONSULTANT'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

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A Contract For Professional Services

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

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

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

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

Subtotal Professional Services: (Tasks 1 & 2)	\$60,000
<u>Subtotal Professional Services: (Tasks 3</u>	<u>\$65,000</u>
Total NTE Amount (OPTIONAL Services- N/A)	\$125,000

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

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

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

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INSPECTION & AUDIT:

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

5. TERMINATION OR SUSPENSION:

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

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A Contract For Professional Services

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

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

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

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

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

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

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

CTR

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

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT

A Contract For Professional Services

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

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

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

30. NON-DISCRIMINATION: In connection with the performance of work under this Contract, Consultant agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Consultant further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CONTRACT
A Contract For Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract For Professional Services

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

CONSULTANT:

BY: _____

TITLE: _____

FIRM: RESOURCE CONCEPTS INC.
Carson City, NV 89703

BUSINESS LICENSE #: _____

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

(Signature of Consultant)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 7, 2023

REPORT TO: Mayor and City Council

REPORT FROM: April Homme

FINANCIAL IMPACT:

Yes: x

No:

CURRENTLY BUDGETED:

Yes: x

No:

FUND/ACCOUNT:

100-417-520, 510-810-520, 510-840-520, 520-810-520

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

(For Possible Action) Discussion and possible action to accept the renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment of \$317,990.42 with a deductible of \$2,000 per claim or \$305,582.52 with a deductible of \$5,000 per claim from fiscal year 2023 - 2024 funds.

AGENDA ITEM BRIEF:

The City of Fernley is a member of the Nevada Public Agency Insurance Pool, which provides each member with a wide range of services and financial risk management, as well as General Liability Insurance. The agenda item is to accept the renewal proposal from the Pool and approve payment of \$317,990.42 for fiscal year 2023-2024.

RECOMMENDED MOTION:

Option 1:

"I move to accept the renewal proposal from Nevada Public Agency Insurance Pool and approve payment of \$317,990.42 with a deductible of \$2,000 per claim for fiscal year 2023-2024 funds."

Option 2:

"I move to accept the renewal proposal from Nevada Public Agency Insurance Pool and approve payment of \$305,582.52 with a deductible of \$5,000 per claim for fiscal year 2023-2024 funds."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may ask for more information or not approve the renewal proposal

BACKGROUND:

Attached is the Member Coverage Summary for review. The Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all POOL Members. One of the most significant recent changes is the decrease of Cyber Coverage limits from \$3 Million to \$1 Million Aggregate.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services, including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. POOL'S ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies. The coverage period is July 1, 2023 through July 1, 2024 and includes Property Coverage, Liability Coverage, Auto Liability, Wrongful Acts Including SAM, Cyber Risk Coverage, Terrorism Property & Casualty, and Environmental Liability Coverage.

The Pool encourages you to discuss POOL's services with staff and your agent. POOL regularly updates the website and encourages you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

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

Funding is included in the FY2023-2024 Budget

ATTACHMENTS:

1. NPAIP 2023 Proposal - Fernley, City of



NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:
Fernley, City of

Prepared By:
LP Insurance Services, Inc.

**THANK YOU FOR
YOUR
MEMBERSHIP!**



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2023 – 07/01/2024 Standard Time	Fernley, City of	\$2,000

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
Loss of Income & Extra Expense	included
Hazardous Substance Coverage	\$250,000 per loss
Spoilage Coverage	\$250,000 per loss
Data Restoration	\$100,000 per loss
Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as *follows*:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Assured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>	<i>May 1, 1987 except as shown in Attachment C</i>	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Coverage Form

CYBER SECURITY RISK COVERAGE			
PART ONE: Terms and Conditions			
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds	
PART TWO: Privacy or Security Liability Limits	\$1,000,000	\$ 1,000,000 up to \$15,000,000 aggregate all POOL Members combined	
<i>The following sub-limits are a part of and not in addition to the Limits of Liability:</i>			
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000		
PART FOUR: Network Interruption Coverage	\$250,000		
Proof of Loss Preparation Costs (as defined), (Separate Limit)	\$50,000		
Retroactive Date		July 1, 2013	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NPAIP 2023-2024 Program Structure

Property			
300,000,000 Loss Limit Property including	General Liability Including Law Enforcement Liability	Auto Liability	Wrongful Acts Including SAM
Earthquake 150,000,000			
Flood 150,000,000			
Flood Zone A 25,000,000			
Equipment Breakdown 100,000,000	10,000,000 Limit 10,000,000 Annual Aggregate per Event Per Named Assured	10,000,000 Combined Single Limit	10,000,000 Occurrence Limit 10,000,000 Aggregate Claims Made Form
PRM \$300,000	NPAIP \$500,000 Self Insured Retention		
NPAIP \$200,000			
Member Maintenance Deductible			

Terrorism Property & Casualty			
Cyber Risk	10,000,000 Occurrence Limit *Cyber Trigger Included	Environmental Liability	Student Accident Coverage
1,000,000 Occurrence Limit \$15,000,000 Annual POOL Aggregate		2,000,000 Per Occurrence 10,000,000 Aggregate Limit	25,000 Occurrence Limit
NPAIP \$250,000 Retention		\$250K Retention \$25,000 Member Deductible	\$250 Deductible
	\$250K Property \$200K Casualty Deductible		



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution: Expiring MD \$2,000

Total Cost:	\$297,192.59
Agent Compensation:	\$20,797.84
Total Program Cost Including All POOL Services:	\$317,990.42

Optional MD \$5,000

Total Cost:	\$285,596.41
Agent Compensation:	\$19,986.10
Total Program Cost Including All POOL Services:	\$305,582.52



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions hardened globally due to the economic inflation. This caused a strain on the capacity that reinsurers can provide and is reflective on rates charged. Pricing is based on exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Firefighters, EMT's, and the Number of Vehicles (below is a breakdown of your exposures year-over-year exposures). Claim loss is a part of the price model, but this year, more than any other, Carrier Capacity is driving pricing increases.

For All Members Property, NPAIP obtained a lower rate increase compared to the standard increases received in the market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

Coverage:

Maintenance Deductible:	\$2,000
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	2022	2023	Percent (%) Change
Program Cost Comparison	\$263,028.91	\$317,990.42	20.90%

Key Exposures:

	2022	2023	Percent (%) Change
Payroll	\$4,508,966	\$4,616,223	2.38%
Total Insured Values	\$58,569,826	\$63,805,720	8.94%
Auto Count	58	63	8.62%
Law Enforcement	0	1	0.00%
Employees	69	69	0.00%
EMT's	0	0	0.00%
Student ADA	0	0	0.00%
Teachers	0	0	0.00%



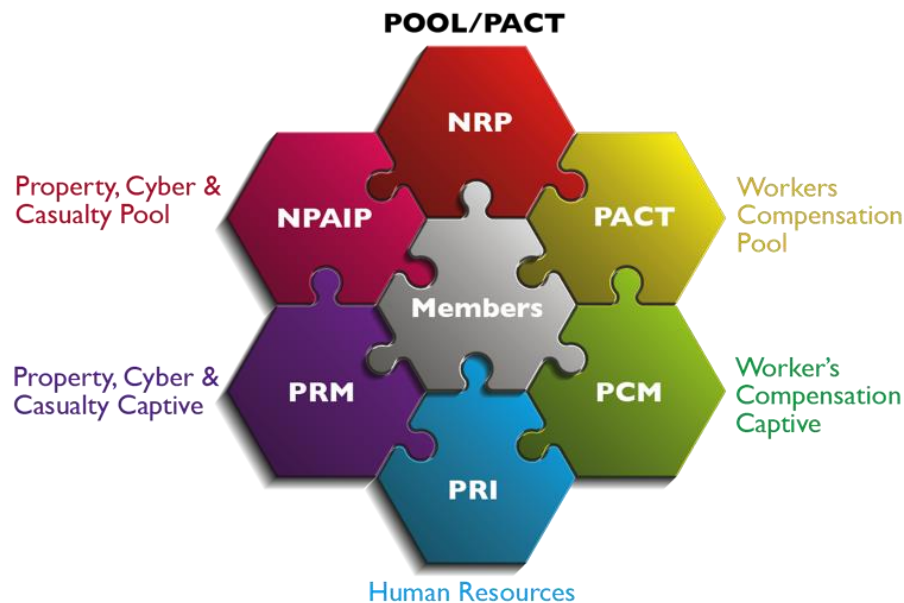
POOL/PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Josh Foli - Chair (Lyon County)
Geof Stark – Vice Chair (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley – Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

PACT Executive Committee

Paul Johnson - Chair (White Pine CSD)
Mike Giles – Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli – Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Craig Roissum - Trustee (City of Caliente)
Joe Westerlund – Trustee (Town of Tonopah)



RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT LOSS CONTROL COMMITTEE

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDSonline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION

Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • KnowB4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:

Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS



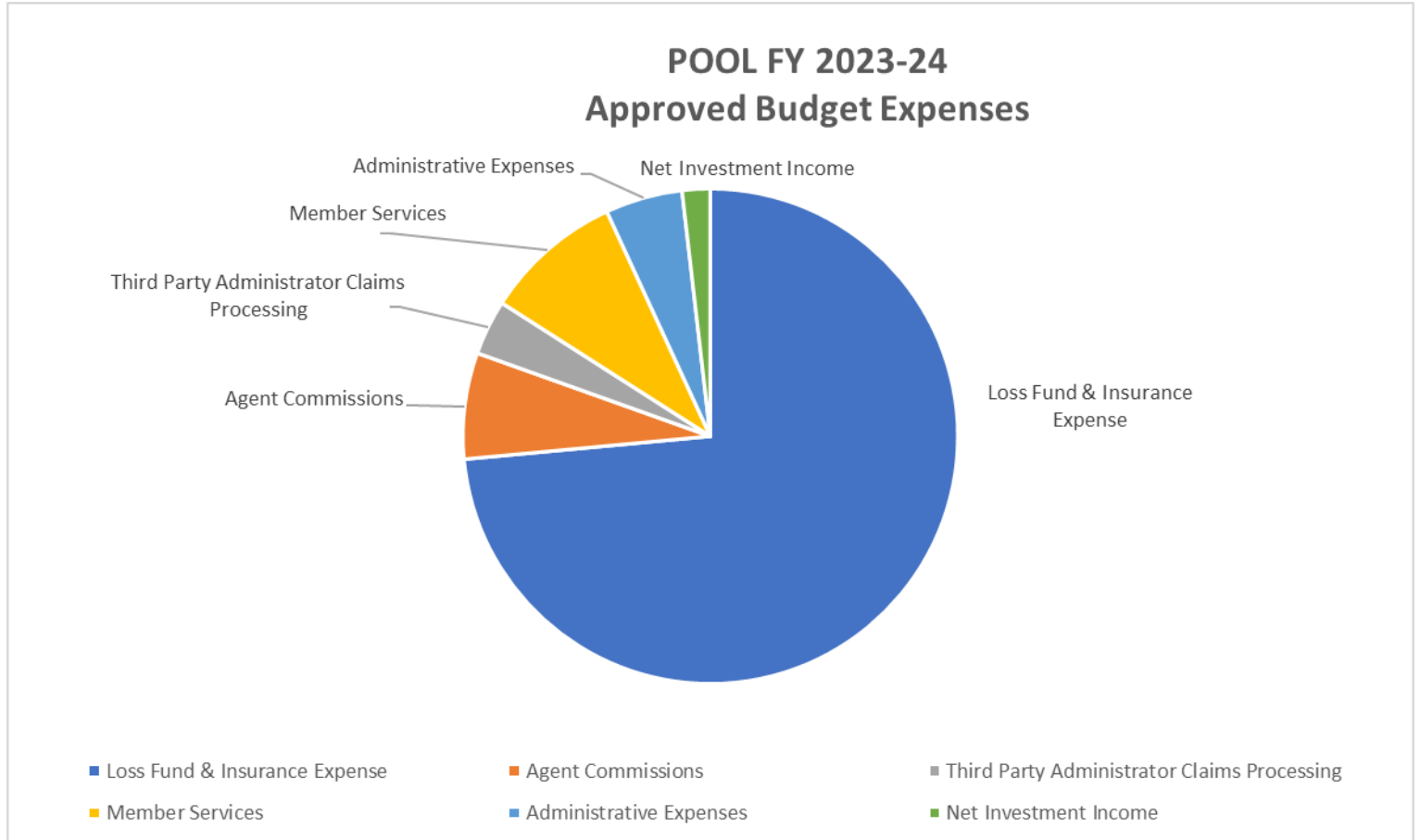
POOL/PACT HUMAN RESOURCES MEMBER SERVICES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



POOL 2023-2024 APPROVED BUDGET AND EXPENSES



Pool Budget	Proposed Budget	% Allocation
Loss Fund & Insurance Expense	\$ 20,053,808	76.1%
Agent Commissions	\$ 1,609,366	6.1%
Third Party Administrator Claims Processing	\$ 800,575	3.0%
Member Services	\$ 2,098,808	8.0%
Administrative Expenses	\$ 1,236,831	4.7%
Net Investment Income	\$ 541,800	2.1%
Total Budget	\$ 26,341,188	100.0%



POOL/PACT CONTACTS

Nevada Risk Pooling (NRP)

(775) 885 7475

Wayne Carlson, Executive Director, ext 132

waynecarlson@poolpact.com

Alan Kalt, Chief Financial Officer, ext 128

akalt@poolpact.com

Marshall Smith, Risk Manager, ext 104

marshallsmith@poolpact.com

Jarrold Hickman, Risk Manager, ext 133

jarroldhickman@poolpact.com

Mike Van Houten, eLearning Administrator, ext 101

eLearning@poolpact.com

Stephen Romero, Member Relations Manager, ext 110

stephenromero@poolpact.com

Jennifer Turner, Admin Data Analyst, ext 129

jenniferturner@poolpact.com

Pooling Resources, Inc. (POOL/PACT HR)

(775) 887 2240

Stacy Norbeck, General Manager, ext 107

stacynorbeck@poolpact.com

Neal Freitas, Sr. HR Business Partner, ext 113

nealfreitas@poolpact.com

Ashley Creel, Sr. HR Business Partner, ext 105

ashleycreel@poolpact.com

Jeff Coulam, Sr. HR Business Partner, ext 106

jeffcoulam@poolpact.com

Lessly Monroy, HR Business Partner, ext 108

Lesslymonroy@poolpact.com

Sean Moyle, HR Business Partner, ext 103

seanmoyle@poolpact.com

Davies Claims Solutions

Donna Squires, Claims Manager

(775) 329 1181

Donna.squires@Davies-group.com

Margaret Malzahn, WC Claims Supervisor

(775) 329 1181

Margaret.malzahn@Davies-group.com



NPAIP MEMBERSHIP

Counties:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Pershing County
Storey County
White Pine County

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Eight Judicial District
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevadaWorks
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District

Special Districts (continue):

Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 7, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: x

FUND/ACCOUNT:

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action, Presentation and adoption of Resolution 23-006, providing for the transfer of the City's 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.

AGENDA ITEM BRIEF:

The Nevada Rural Housing Authority has requested that the City transfer its 2023 Bond Cap to the NRHA for the purpose of providing a means of financing the cost of single-family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

RECOMMENDED MOTION:

"I move to approve Resolution 23-006, providing for the transfer of the City's 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Volume Cap may be transferred to any other local government located within the same county for a specific project. Any portion that is transferred is subject to the provisions of NAC 348A.220 in the same manner as the local population share of the local government receiving the transfer. No other agencies have requested a transfer.

BACKGROUND:

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. PABC 2023 Resolution Fernley
2. Fernley Progress Report 2023

RESOLUTION NO. 23-006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2023 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to the City of Fernley, Lyon County, Nevada (the “City,” “County” and “State,” respectively), the amount of \$1,381,154.89 in tax-exempt private activity bond volume cap for year 2023 (the “2023 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the City transfer its 2023 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

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

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2023 Bond Cap; and

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

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

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

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

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2023 Bond Cap in the amount of \$1,381,154.89 to the NRHA for its Single Family Programs.

Section 3. Use of 2023 Bond Cap. The NRHA will use the 2023 Bond Cap for single family purposes in calendar year 2023 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Lydia Altick, Deputy City Manager, City of Fernley, regarding this Resolution at (775) 784-9869 or by email at laltick@cityoffernley.org or in writing at City of Fernley, 595 Silver Lace Blvd., Fernley, Nevada 89408.

Section 5. Additional Action. The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2023 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2023 Bond Cap.

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

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

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

ADOPTED, SIGNED AND APPROVED this 7th day of June, 2023.

CITY OF FERNLEY, NEVADA

By _____
Neal E. McIntyre, Mayor

ATTEST:

By _____
Kimberly Swanson, City Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Kimberly Swanson, am the duly chosen and qualified City Clerk of the City of Fernley, Nevada (the “*City*”) and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“*NAC*”), that the private activity bond volume cap allocated to the City in the amount of \$1,381,154.89 has been transferred as follows:

\$1,381,154.89 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Lyon County to the Nevada Rural Housing Authority, a local government, located within Lyon County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

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

CITY OF FERNLEY, NEVADA

By _____
Kimberly Swanson, City Clerk

cc: Diane Arvizo, Nevada Rural Housing Authority

**Mission first.
Everything else
second.**



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

May 25, 2023

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

Re: Request for Private Activity Bond Cap

Dear Mayor McIntyre:

Each year, your city transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRH), resulting in our continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers. Transferring unused PABC to NRH does not obligate the city in any way – it simply provides us with an additional financing tool to ensure we can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRH.

Please accept this letter as our request to schedule this as a consent item (or action item if required) for the upcoming City Council meeting requested by NRH. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

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

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

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

A handwritten signature in blue ink that reads "William L. Brewer".

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)



COMMUNITY PROGRESS REPORT

CITY OF FERNLEY • 2023





NRH operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRH's area of operation is defined as communities with population under 150,000.

While the nuts and bolts of our programs help deliver the tangibles (help with rent, apartment complexes, mortgages and homes), the soul of our programs deliver the true deliverable: hope.

With community partners like you, NRH is proud to have delivered hope to rural Nevadans for 50 years.



PROGRAM POINTS OF INTEREST

Homeownership	\$2.3 BILLION MORTGAGES PROVIDED
Homebuyer Tax Credits	\$38.1 MILLION EST. TAX SAVINGS
Rental Assistance	1,158 FAMILIES ASSISTED ANNUALLY
Community Development	729 UNITS BUILT OR PRESERVED
Weatherization & Home Repair	302 CLIENTS ASSISTED IN 5 RURAL COUNTIES
Real Estate Operations	736 DOORS MANAGED IN 9 COMMUNITIES

"WITHOUT NEVADA RURAL, WE WOULD NOT
BE IN OUR HOME TODAY."
-THE CHRISTY FAMILY



HOMEOWNERSHIP PROGRAMS

GET NEVADANS HOME AT LAST

Our homeownership programs – from mortgage tax credits and down payment assistance, to low-rate mortgage options and homebuyer education – provide unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home.

Since 2006, the program has provided \$2.3 billion in mortgages, assisted 10,532 homeowners, provided \$63.6 million in down payment assistance and has delivered \$38.1 million in estimated tax savings to homeowners, which is reinvested in their communities.

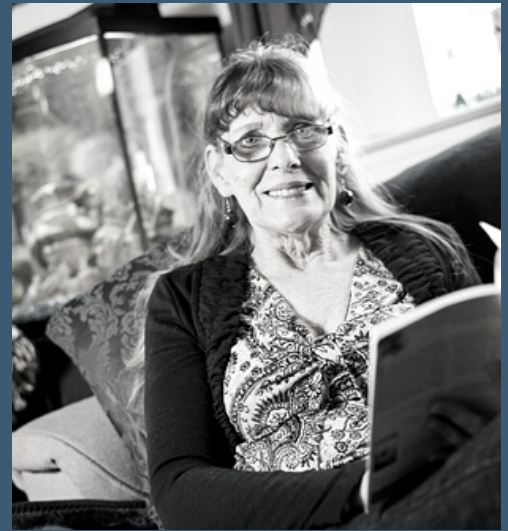
A transfer of private activity bond cap to Nevada Rural Housing benefits homebuyers by providing affordable single-family home financing to those who desire to work, live and thrive in rural Nevada.

PROGRAM IMPACT FOR CITY OF FERNLEY

- \$12.9 MILLION IN PRIVATE ACTIVITY BOND CAP TRANSFERS FROM THE CITY TO NRH SINCE 2006
- \$174.5 MILLION IN MORTGAGES PROVIDED TO 804 HOMEBUYERS SINCE 2006
- \$3 MILLION IN ESTIMATED FEDERAL TAX SAVINGS TO HOMEOWNERS IN THE CITY SINCE 2006
- \$4.6 MILLION IN DOWN PAYMENT ASSISTANCE TO HOMEBUYERS IN THE CITY SINCE 2006

SOLUTIONS-DRIVEN PROGRAMS

Home is the nicest word there is.



We know how good home feels, and we're here to help rural Nevadans get there. Whether it's through building, repairing, managing, or helping find and afford housing, our programs aim to deliver the solutions our communities need and deserve.

SERVICE BY THE NUMBERS

- 2/3 OF RENTAL ASSISTANCE RECIPIENTS ARE SENIORS AND PEOPLE WITH DISABILITIES
- 68 CLIENTS HOLD SPECIAL VASH (VETERANS AFFAIRS SUPPORTIVE HOUSING) VOUCHERS
- 83% OF RENTAL-ASSISTED HOUSEHOLDS ARE BELOW 30% AREA MEDIAN INCOME
- AVG. ANNUAL HOUSEHOLD INCOME OF RENTAL-ASSISTED HOUSEHOLD IS APPROX. \$12,000
- MOST WEATHERIZATION CLIENTS ARE AGING-IN-PLACE SENIORS WITH LOWER INCOMES
- WEATHERIZATION PROGRAM CAN SAVE 5-30% ON ENERGY BILLS THROUGH AUDIT AND UPGRADES
- 128 PLANNED UNITS THROUGH 2025 WITH DEVELOPMENT EXPLORATION ONGOING

NRH NOW ACCEPTING LANDLORD PARTICIPATION APPLICATIONS
CONTACT: LANDLORDS@NVRURAL.ORG OR (775) 283-0174

DATA-DRIVEN DECISIONMAKING

WHAT'S COMING IN RURAL NEVADA



Per the definition established by the Federal Government: "Families who pay more than 30 percent of their income for housing (including the cost of their utilities) are considered to be 'overburdened' from a cost perspective, and accordingly these households may have difficulty affording other necessities such as food, clothing, transportation and medical care."

We strive to provide clarity to the term "Affordable Housing" and to identify the growing need for affordable housing inventory throughout our rural communities. This endeavor is designed to facilitate and support the production of affordable housing stock in all rural areas throughout our state. And here's the thing: we know we need more.

But how much? What kind? Where should it be? And what levels of affordability are needed to ensure a community's housing ecosystem is positively impacted for generations to come?

Enter: The need for housing data.



In the fall of 2014, we began the task of identifying our affordable housing needs by first identifying the overburdened household populations throughout the rural areas of our state, compiling three totally independent housing studies. These studies concentrated on 11 rural counties, the Carson City area, and the high growth job market situated in northern Nevada in connection with the Tahoe Reno Industrial Center located in northern Storey County. Each study assessed the population, economic conditions, household size, income and age factors, availability of community infrastructure and public services, existing housing conditions, home sales and area rental values, local projected housing costs focused on the production of new quality affordable housing products, and the projected affordable housing demand concerns for each housing market identified. This data was intended to begin important dialogue between counties, communities and partners.

We then published comprehensive housing studies in March 2018, covering Nevada's 15 rural counties and the rural portions of Clark and Washoe Counties. The studies highlighted challenges and opportunities throughout Nevada, and promoted dialogue between private and public partners who are tackling the state's housing crisis. The studies assess factors that contribute to a community's housing needs, including:

- Population
- Economic conditions
- Household size
- Income and age factors
- Availability of infrastructure and public services
- Existing housing conditions, home sales, and area rental values
- Projected housing costs
- Projected housing demand for every rural housing market in the state

Data is just a snapshot in time, of course, and we will be releasing updated studies in 2023 and 2024 through our work with the University of Nevada, Reno Extension's Nevada Economic Assessment Project (NEAP).

**HOUSING STUDY DATA AVAILABLE AT
NEVADARURALHOUSINGSTUDIES.ORG**

UPDATES COMING 2023-2024

SEE THE MISSION IN ACTION



VISIT US AT NVRURAL.ORG



THIS INSTITUTION IS AN EQUAL OPPORTUNITY
PROVIDER AND EMPLOYER





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 7, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Neil E. McIntyre

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes:x No:

FUND/ACCOUNT:

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible action to appoint Lydia Altick as Acting City Manager pursuant to FMC Title 2, Chapter 2, Section 2.02.07(e).

AGENDA ITEM BRIEF:

Possible action to appoint Lydia Altick as Acting City Manager pursuant to FMC Title 2, Chapter 2, Section 2.02.07.

RECOMMENDED MOTION:

I move to approve the appointment of Lydia Altick as Acting City Manager until a permanent City Manager is hired.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose not to appoint an Acting City Manager and continue with Lydia Altick performing her duties as Deputy City Manager.

BACKGROUND:

The city has been without a city manager since January 2023. Pursuant to FMC Title 2, Chapter 2, Section 2.02.07 (e) During a vacancy of the city manager's position, the mayor with confirmation by council may appoint an acting city manager. The acting city manager shall exercise the full authority of the manager during the temporary absence or vacancy of the city manager's position.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 7, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Denise Lewis, Finance Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:

No: NA

FUND/ACCOUNT:

NA

ACTION REQUESTED: Resolution

AGENDA ITEM: (For Possible Action):

Public Hearing: Discussion and possible action to adopt Resolution #23-005 authorizing temporary inter-fund loans from the General fund to the Grants fund for Fiscal Year 2023-24.

AGENDA ITEM BRIEF:

Most Local, State and Federal grantors require the City to expend funds prior to the City being reimbursed. Waiting for reimbursement tends to cause a deficit balance in the Grants Fund, therefore temporary inter-fund loans must be approved by City Council. City Council must provide for the approval of temporary inter-fund loans on an annual basis and a public hearing is required. Once approved by Council, the resolution must be provided to the Dept. of Taxation.

RECOMMENDED MOTION:

I move to adopt Resolution #23-005, authorizing temporary inter-fund loans from the General Fund to the Grants Fund for fiscal year 2023-24.

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:

Not approve temporary inter-fund loans to the grants fund.

BACKGROUND:

Because the City is required to pay for certain grant projects in advance and then request reimbursement from the grantors after payment, this requires a short-term loan from the General Fund to the Grants Fund, which creates a liability in the Grants Fund. A Grants Fund does not have money to spend, so it has to essentially borrow from another fund to pay the expenditures. A grants fund is a special revenue fund that simply accounts for revenues received from grantors and the expenditures incurred for projects. Revenue is recorded as soon as the City incurs the expenditure, not when the reimbursement occurs. Revenues and expenditures should always equal in the Grants Fund and there should never be a fund balance.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 354.6118; NAC 354.290

FINANCIAL IMPLICATIONS:

Monies are borrowed from the general fund at the time of the expenditure and refunded upon reimbursement by the grantor.

ATTACHMENTS:

1. Attachments NRS and NAC
2. Resolution 23-005 Temp Inter-Fund Loans 23-24

NRS354.6118 Interfund loans or loans to other local governments: Public hearing required. Before making an interfund loan or loaning money to another local government, the governing body of the local government that wishes to make the loan must:

1. Determine at a public hearing that:
 - (a) A sufficient amount of money is available for the loan and that money is not restricted as to its use; and
 - (b) The loan of the money will not compromise the economic viability of the fund from which the money is loaned; and
 2. Establish at the public hearing conducted pursuant to subsection 1:
 - (a) The amount of time the money will be on loan from the fund;
 - (b) The terms and conditions for repaying the loan; and
 - (c) The rate of interest, if any, to be charged for the loan.
- (Added to NRS by 2001, 1497; A 2003, 52)

354.290 NAC Temporary interfund loans: Conditions; interest. (NRS 354.107, 354.6118)

1. Unless otherwise prohibited by law, the governing body of a local government may make a temporary interfund loan if:
 - (a) The governing body complies with the provisions of NRS 354.6118;
 - (b) Any money for the loan which is obtained from the proceeds from the sale of a bond is used only for the purposes set forth in the bond ordinances;
 - (c) The loan is not made from any debt service fund or from any fund established or maintained as a fund dedicated to the payment of bonded debt and interest;
 - (d) The resolution authorizing the loan specifies whether interest will be charged and the rate thereof, if any;
 - (e) It is agreed in writing that the loan must be repaid within 1 year after the date on which the loan was made;
 - (f) A copy of the resolution authorizing the loan is filed with the Department; and
 - (g) The governing body agrees to notify the Department when the loan has been repaid.
 2. If the resolution authorizing the making of a temporary interfund loan does not specify whether interest will be charged as required pursuant to paragraph (d) of subsection 1, no interest may be charged.
 3. As used in this section:
 - (a) “Component unit” means a separate legal entity from a local government whose financial statements must be included in the annual audit of that local government conducted pursuant to NRS 354.624.
 - (b) “Temporary interfund loan” means a loan of money for a term of less than 1 year from a fund to meet an immediate obligation of another fund in advance of receipt by the borrowing fund of sufficient revenues from regular sources, including such a loan from a fund of:
 - (1) A local government to:
 - (I) Another fund of that local government;
 - (II) A fund of a component unit of that local government;
 - (III) A fund of another local government; or
 - (IV) A fund of a component unit of another local government; and
 - (2) A component unit of a local government to:
 - (I) Another fund of that component unit;
 - (II) A fund of another component unit of that local government;
 - (III) A fund of that local government or of another local government; or
 - (IV) A fund of a component unit of another local government.
- (Added to NAC by Com. on Local Gov’t Finance by R135-10, eff. 12-16-2010)

CITY OF FERNLEY
RESOLUTION #23-005

RESOLUTION AUTHORIZING TEMPORARY INTER-FUND LOANS
FROM THE GENERAL FUND TO THE GRANTS FUND
FOR FISCAL YEAR 2023-24

WHEREAS, certain State and Federal Grantors require that expenditures are to be reimbursed after being spent rather than the City anticipating need and requesting funds in advance; and

WHEREAS, reimbursement is requested monthly and may still result in the Grants Fund having a deficit balance at various times throughout the year, which, in effect creates a loan from the General Fund; and

WHEREAS, there is a need to authorize loans, on a temporary basis, until reimbursement is received; and

WHEREAS, it has been determined that temporary loans will not have an adverse affect upon the General Fund, and City Council believes it to be sufficient to approve a maximum amount of \$500,000 in unrestricted money to be available for such loans; and

WHEREAS, notice was given of the intention to act upon the resolution to authorize temporary inter-fund loans; and

WHEREAS, in order to minimize the impact to the General Fund, repayment of the inter-fund loans shall occur periodically as the City receives reimbursement from Grantors for expenditures made pursuant to the terms of the grant agreement.

NOW THEREFORE BE IT RESOLVED that the City of Fernley City Council authorizes, throughout fiscal year 2023-24, temporary inter-fund loans from the General Fund to the Grants Fund until such time as reimbursement is received. Said loan terms shall be for less than one year and will be made with no interest charge to the Grants Fund.

PASSED, APPROVED AND ADOPTED this ____ day of June, 2023, by the following vote of the council:

AYES: ____ NAYS: ____ ABSTENTIONS: ____ ABSENT: ____

FERNLEY CITY COUNCIL

By: _____
Neal McIntyre, Mayor

ATTEST:

Kim Swanson, City Clerk