



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, August 2, 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 but may not reach council members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

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

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

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

1.2. Public Forum

1.3. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Possible action to Approve the award of the 2023-2024 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the bulk price per lbs. listed in the submitted bid document for each chemical supplied.

2.5. Possible action to approve award of the 2023-2025 Bi-Ennial Analytical Support contract to SGS Silver State Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document.

2.6. Possible action to Approve the award of 2023-2025 Bi-Ennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed the unit price per services listed in the bid document not exceeding \$81,040.

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.

4. STAFF REPORTS

4.1. (For Possible Action) Interviews and consideration of the three (3) candidates for the City Manager position, and possible appointment of an applicant for the City Manager position. The Council may consider the character and professional competence of the following candidates for the City Manager position: Sharon Jakubowski Wolz, Benjamin Marchant, and John Rostash.

5. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

6. PUBLIC FORUM

7. ADJOURNMENT

Next Meeting: August 16th @ 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
ABSOLUTE HOSE & FITTINGS LLC								
5226	ABSOLUTE HOSE & FITTINGS LLC	24828	parts for skid steer	07/06/2023	66.28	07/20/2023	100-575-430 Service-Repair and Maintenance	723
Total 5226:					66.28			
AECOM TECHNICAL SERVICES, INC.								
8633	AECOM TECHNICAL SERVICES, INC.	2000777928	Engineering and construction management services for	06/30/2023	8,957.37	07/20/2023	510-166100 Construction In Progress	623
Total 8633:					8,957.37			
AFLAC								
5690	AFLAC	595210	SUPPLEMENTAL INSURANCE	07/25/2023	85.16	07/27/2023	100-217400 AFLAC Insurance Payable	723
Total 5690:					85.16			
ALHAMBRA								
4688	ALHAMBRA	7661929070623	water service	07/06/2023	277.28	07/20/2023	510-810-614 Supplies-Plant/Shop/Maint	723
Total 4688:					277.28			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2023-0176	Cross connection control	07/11/2023	27.00		510-810-320 Prof Serv-Engineering	723
Total 8934:					27.00			
ARAMARK								
1895	ARAMARK	5980110722	PS rags and rugs	06/29/2023	105.16	07/20/2023	510-840-420 Contract Services	623
1895	ARAMARK	5980111507	pants service	07/03/2023	37.00	07/20/2023	510-810-614 Supplies-Plant/Shop/Maint	723
1895	ARAMARK	5980113470	pants service	07/10/2023	42.70	07/20/2023	510-810-614 Supplies-Plant/Shop/Maint	723
1895	ARAMARK	5980113475	shirt contract	07/10/2023	43.80	07/20/2023	100-480-600 GENERAL SUPPLIES/TOOLS	723
1895	ARAMARK	5980114653	mats misc.	07/13/2023	187.82	07/20/2023	100-417-420 Contract Services	723
1895	ARAMARK	5980114657	PS rags and rugs	07/13/2023	105.16	07/20/2023	510-840-420 Contract Services	723
1895	ARAMARK	5980115441	uniforms	07/17/2023	43.90	07/20/2023	100-475-616 Supplies-Safety	723
Total 1895:					565.54			
AT&T								
13	AT&T	81650 JUL 23	775 835-8598 165 0	07/01/2023	758.85	07/20/2023	100-417-530 Communications (Internet,Cell)	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 13:					758.85			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	017290/5	paint duct tape, misc.	07/17/2023	266.70	07/20/2023	100-575-600 General Supplies	723
20	BIG R OF FERNLEY	17224/5	METER TECH SUPPLIES	07/07/2023	11.99		510-810-614 Supplies-Plant/Shop/Maint	723
20	BIG R OF FERNLEY	17265/5	trim line weed eaters	07/13/2023	54.99	07/20/2023	100-575-600 General Supplies	723
Total 20:					333.68			
BOYS & GIRLS CLUB OF TRUCKEE MEADOWS								
8833	BOYS & GIRLS CLUB OF TRUCKEE MEADOWS	June2023	ARPA April-June 2023 Boys & Girls Club	06/30/2023	88,081.16		220-480-810 ARPA	623
Total 8833:					88,081.16			
BUREAU OF SAFE DRINKING WATER - NDEP								
3021	BUREAU OF SAFE DRINKING WATER - NDEP	LY0062C	PERMIT-LY-0062-C; ID NV0000062	07/14/2023	6,563.00		510-810-642 Permits and Licenses	723
3021	BUREAU OF SAFE DRINKING WATER - NDEP	LY0062TPAS	PERMIT-LY-0062-TPAS; ID NV0000062	07/14/2023	4,683.00		510-840-642 Permits and Licenses	723
Total 3021:					11,246.00			
CARPET KING INTERIORS, INC.								
1440	CARPET KING INTERIORS, INC.	3575	remove and replace carpet in three offices. 123 125 133	07/13/2023	3,673.16	07/20/2023	100-417-430 Service-Building Repair/Maint	723
Total 1440:					3,673.16			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	KL37588	PS Auto dialer & router UPS	06/28/2023	479.49	07/20/2023	510-840-430 Service-Repair and Maintenance	623
Total 27:					479.49			
CFA INC								
499	CFA INC	26385	Green valley all abilities park design services	06/30/2023	3,211.00	07/20/2023	230-575-730 Improve other than Buildings	623
499	CFA INC	26387	In Town Park engineering services	06/30/2023	312.00	07/20/2023	230-575-730 Improve other than Buildings	623
Total 499:					3,523.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	179901070623	0179901 July 355 Cottonwood	07/06/2023	318.04	07/20/2023	100-417-530 Communications (Internet,Cell)	723
4479	CHARTER COMMUNICATIONS	179919070623	179919 July 23 595 Silverlace Blvd.	07/06/2023	1,114.79	07/20/2023	100-417-530 Communications (Internet,Cell)	723
Total 4479:					1,432.83			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CIVIC PLUS								
3028	CIVIC PLUS	263964	Agenda Management 2023/2024	08/23/2023	14,826.00	07/20/2023	100-416-420 Contract Services	823
Total 3028:					14,826.00			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340801084	E3103934 SUPPLEMENTAL INSURANC	08/01/2023	55.16	07/27/2023	100-218000 COLONIAL INSURANCE PAYABL	823
Total 3520:					55.16			
DOWL, LLC								
8931	DOWL, LLC	7	Map review; Green Valley Ranch/Ponderosa unit 10	06/30/2023	852.00		100-228311 Engineering Reimb. (Maps)	623
8931	DOWL, LLC	R0120.2389-8	On call GIS Services	06/30/2023	389.00	07/20/2023	100-475-320 Prof Serv-Engineering	623
8931	DOWL, LLC	R0120.2389-8	On call GIS Services	06/30/2023	389.00	07/20/2023	100-575-320 Prof Serv-Engineering	623
8931	DOWL, LLC	R0120.2389-8	On call GIS Services	06/30/2023	389.00	07/20/2023	100-417-320 PROF SEV-ENGINEERING	623
8931	DOWL, LLC	R0120.2389-8	On call GIS Services	06/30/2023	389.00	07/20/2023	520-810-320 Prof Serv-Engineering	623
8931	DOWL, LLC	R0120.2389-8	On call GIS Services	06/30/2023	389.00	07/20/2023	510-810-320 Prof Serv-Engineering	623
8931	DOWL, LLC	R4102.2134-5	Train Depot - Roof thru 6.30.2023	06/30/2023	1,220.00		300-425-730 Improve other than Buildings	623
Total 8931:					4,017.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	072623	REIMB SNACKS FOR EMS TRNG 7/26/23	07/26/2023	26.94	07/27/2023	100-413-580 Training	723
Total 8639:					26.94			
EMRB								
8854	EMRB	AA23-321	Prof Serv EMRB July 23	07/01/2023	213.00	07/20/2023	100-413-315 Prof Serv-Personnel	723
Total 8854:					213.00			
FED EX								
52	FED EX	8-192-14083	Send to Tester Service; traffic monitors	07/14/2023	137.70		100-475-616 Supplies-Safety	723
Total 52:					137.70			
FERNLEY REPORTER								
8618	FERNLEY REPORTER	208	Advertisement for chemical supplier bids	06/30/2023	120.53		510-840-540 Advertising	623
8618	FERNLEY REPORTER	208	Advertisement for chemical supplier bids	06/30/2023	120.54		510-810-540 Advertising	623
Total 8618:					241.07			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0252	Lobbyist Contract	07/01/2023	5,800.00	07/20/2023	100-413-322 Prof Serv-Other	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8869:					5,800.00			
GERHARDT & BERRY CONSTRUCTION								
5064	GERHARDT & BERRY CONSTRUCTION	Pay req 7	West lift station construction services	06/30/2023	15,321.13	07/20/2023	520-166100 Construction In Progress	623
Total 5064:					15,321.13			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	607852672	Communications	07/01/2023	201.22	07/20/2023	100-417-530 Communications (Internet,Cell)	723
Total 8838:					201.22			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111541	Misc. Service Labor	07/03/2023	145.00	07/20/2023	100-605-322 Prof Serv-Other	723
70	HANNEMAN SERVICE	111544	Misc. Service Labor	07/06/2023	145.00	07/20/2023	100-605-322 Prof Serv-Other	723
70	HANNEMAN SERVICE	13352	Blue Ford Focus 1812 Fort Sutter	07/03/2023	55.00	07/20/2023	100-605-322 Prof Serv-Other	723
70	HANNEMAN SERVICE	13353	1998 White Lexus 365 Logan Lane	07/06/2023	55.00	07/20/2023	100-605-322 Prof Serv-Other	723
Total 70:					400.00			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	117381	tear out and replace city sidewalk on Rosewood.	06/02/2023	494.36	07/20/2023	100-475-600 General Supplies	623
Total 8487:					494.36			
IBEW Local 1245								
83	IBEW Local 1245	JUL 2023-1	UNION DUES, ONE HALF OF MONTH	07/14/2023	749.05	07/14/2023	100-219900 OTHER PAYROLL PAYABLES	723
Total 83:					749.05			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JUL 2023-1	W/HOLD TAX PAYABLE, PAYROLL	07/14/2023	23,732.41	07/14/2023	100-212000 FEDERAL WITHHOLDING PAYAB	723
7879	INTERNAL REVENUE SERVICE	JUL 2023-1	MED TAX PAYABLE, PAYROLL	07/14/2023	5,970.30	07/14/2023	100-211000 FICA PAYABLE	723
7879	INTERNAL REVENUE SERVICE	JUL 2023-1	FICA TAX PAYABLE, PAYROLL	07/14/2023	353.24	07/14/2023	100-211000 FICA PAYABLE	723
7879	INTERNAL REVENUE SERVICE	JUL 2023-2	FICA TAX PAYABLE, PAYROLL	07/28/2023	445.94	07/28/2023	100-211000 FICA PAYABLE	723
7879	INTERNAL REVENUE SERVICE	JUL 2023-2	MED TAX PAYABLE, PAYROLL	07/28/2023	5,239.88	07/28/2023	100-211000 FICA PAYABLE	723
7879	INTERNAL REVENUE SERVICE	JUL 2023-2	W/HOLD TAX PAYABLE, PAYROLL	07/28/2023	16,775.41	07/28/2023	100-212000 FEDERAL WITHHOLDING PAYAB	723
Total 7879:					52,517.18			
KING CONSTRUCTION, INC.								
243	KING CONSTRUCTION, INC.	EN2023-012	RELEASE BOND; 1245 FREMONT STREET	07/03/2023	500.00	07/20/2023	100-228300 Customer Deposits/Bonds - Dev	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 243:					500.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	.2033	Marking paint; safety glasses; measuring stick	07/13/2023	396.60	07/20/2023	100-475-600 General Supplies	723
7650	LOWES CREDIT SERVICES	.2681	tarps and misc supplies	07/11/2023	334.31	07/20/2023	100-475-600 General Supplies	723
7650	LOWES CREDIT SERVICES	1196	asphalt and concrete	07/14/2023	1,312.97	07/20/2023	100-475-600 General Supplies	723
7650	LOWES CREDIT SERVICES	2998	misc form boards	07/18/2023	337.46	07/20/2023	100-475-600 General Supplies	723
7650	LOWES CREDIT SERVICES	83301	cleaning supplies	07/14/2023	23.74	07/20/2023	100-417-614 Supplies-Plant/Shop/Maint	723
7650	LOWES CREDIT SERVICES	901336	misc. wood preservation and wood	06/08/2023	212.57	07/20/2023	100-417-600 General Supplies	623
7650	LOWES CREDIT SERVICES	902139	misc, tarps glasses gloves, chalk	06/13/2023	395.76	07/20/2023	100-475-600 General Supplies	623
7650	LOWES CREDIT SERVICES	902172	asphalt	06/23/2023	342.57	07/20/2023	100-475-600 General Supplies	623
7650	LOWES CREDIT SERVICES	902225	anti towing lock for trailer	06/28/2023	37.04	07/20/2023	100-475-600 General Supplies	623
7650	LOWES CREDIT SERVICES	902411	wood	06/14/2023	37.48	07/20/2023	100-417-600 General Supplies	623
7650	LOWES CREDIT SERVICES	960828	METER TECH SUPPLIES	06/30/2023	175.63		510-810-614 Supplies-Plant/Shop/Maint	623
Total 7650:					3,606.13			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	800744	Policy #NPAIP2324 7/1/2023 - 7/1/2024	07/01/2023	44,518.66		520-810-520 Insurance	723
8746	LP INSURANCE SERVICES, INC	800744	Policy #NPAIP2324 7/1/2023 - 7/1/2024	07/01/2023	63,598.07		510-840-520 Insurance	723
8746	LP INSURANCE SERVICES, INC	800744	Policy #NPAIP2324 7/1/2023 - 7/1/2024	07/01/2023	15,899.53		510-810-520 Insurance	723
8746	LP INSURANCE SERVICES, INC	800744	Policy #NPAIP2324 7/1/2023 - 7/1/2024	07/01/2023	193,974.16		100-417-520 Insurance	723
Total 8746:					317,990.42			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	118452	Cottonwood Lane reconsruct inspection and testing services	06/30/2023	13,626.00	07/20/2023	100-475-745 RTC REIMBURSABLE EXPENDI	623
370	LUMOS & ASSOCIATES INC	118453	US 50/95A Sewer Improvements inspection and testing servic	06/30/2023	6,984.00	07/20/2023	520-166100 Construction In Progress	623
370	LUMOS & ASSOCIATES INC	118455	Fernley Industrial rehab project engineering services	06/30/2023	26,148.50	07/20/2023	100-475-745 RTC REIMBURSABLE EXPENDI	623
370	LUMOS & ASSOCIATES INC	118458	FY22/23 PMP project inspection and testing services	06/30/2023	35,308.00	07/20/2023	100-475-430 Service-Repair and Maintenance	623
370	LUMOS & ASSOCIATES INC	118471	SR 828 Flashing beacons design services	06/30/2023	132.00	07/20/2023	100-475-730 Improve other than Buildings	623
Total 370:					82,198.50			
LYON COUNTY								
1126	LYON COUNTY	AUG 2023	PUBLIC DEFENDER - AUGUST 2023	08/01/2023	10,000.00	07/27/2023	100-413-322 Prof Serv-Other	823
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	6/23	Road Tac (RCT) payable to Lyon County	06/30/2023	92,904.50	07/20/2023	100-227010 Road RCT Payable to County	623
106	LYON COUNTY CLERK/TREASURER	June23	School tax (RCT) payable to Lyon County	06/30/2023	144,000.00	07/20/2023	100-227015 School RCT Payble to County	623
106	LYON COUNTY CLERK/TREASURER	June23	1% administrative fee (kept by city)	06/30/2023	-1,440.00	07/20/2023	100-330-450 ADMINISTRATION FEES	623

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
106	LYON COUNTY CLERK/TREASURER	TLT Jun 23	Transient Lodging Tax	06/30/2023	4,042.13	07/20/2023	225-227010 TLT Payable to County	623
Total 106:					239,506.63			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2023-04	LCHS ARPA June 2023	06/30/2023	17,575.76		220-480-810 ARPA	623
Total 3266:					17,575.76			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	APN02081204	LIEN RELEASE 718 HASTINGS; APN#020-812-04	07/14/2023	40.00	07/20/2023	510-810-322 Prof Serv-Other	723
108	LYON COUNTY RECORDER	APN02205128	LIEN RELEASE 2024 RAWLES DR; APN#022-051-28	07/25/2023	40.00	07/27/2023	510-810-322 Prof Serv-Other	723
Total 108:					80.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I13123	PS Solids hauling	07/14/2023	4,583.67	07/20/2023	510-840-426 Contract Svc-Residuals Dispose	723
8509	MARSHALL'S SEPTIC CARE	I13124	ps solids hauling	07/14/2023	6,054.75	07/20/2023	510-840-426 Contract Svc-Residuals Dispose	723
8509	MARSHALL'S SEPTIC CARE	I13125	PS solids hauling	07/14/2023	11,347.05	07/20/2023	510-840-426 Contract Svc-Residuals Dispose	723
8509	MARSHALL'S SEPTIC CARE	I13126	ps solids hauling	07/14/2023	15,352.35	07/20/2023	510-840-426 Contract Svc-Residuals Dispose	723
8509	MARSHALL'S SEPTIC CARE	I13166	PS solids hauling	07/18/2023	12,399.66		510-840-426 Contract Svc-Residuals Dispose	723
Total 8509:					49,737.48			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	JUL 2023	MUNICIPAL COURT JUDGE	07/31/2023	3,750.00	07/27/2023	100-425-322 Prof Serv-Other	723
Total 8042:					3,750.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	AUG 2023	5952725 GROUP DENTAL INSURANCE	08/01/2023	9,116.60	07/27/2023	100-217100 Dental Insurance Payable MetL	823
Total 5387:					9,116.60			
MICROSOFT								
8539	MICROSOFT	E0200NNRT7	Tech Services 1/15-6/14/23	06/15/2023	23,460.00	07/20/2023	100-418-342 Tech Services-Other	623
Total 8539:					23,460.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	EN2021-056	RELEASE BOND; FRIENDLY 5 TEMP WATERLINE	07/25/2023	500.00		100-228300 Customer Deposits/Bonds - Dev	723
1111	MISCELLANEOUS ONE TIME VENDOR	PARKS7.22.23	REFUND CANCELLED CONCERT 8/19	07/19/2023	90.00	07/27/2023	245-360-700 Park Rental Fees	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1111:					590.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	54741737	Wool Buffing pad. N.E. Tank	07/01/2023	184.73	07/20/2023	510-810-610 Automotive Supplies	723
115	MSC INDUSTRIAL SUPPLY CO	54741757	Cooling head/neck bands	07/01/2023	5.33	07/20/2023	510-810-616 Supplies-Safety	723
Total 115:					190.06			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	394105	tail lights for parks	07/10/2023	24.00		100-575-610 Automotive Supplies	723
Total 58:					24.00			
NEVADA COMMISSION ON ETHICS								
707	NEVADA COMMISSION ON ETHICS	#N327-24-1	NCOE FY2023-2024	07/01/2023	2,818.07	07/20/2023	100-413-348 Tech Service-Comm on Ethics	723
Total 707:					2,818.07			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Jun 23	Transient Lodging Tax	06/30/2023	2,425.28	07/20/2023	225-227015 TLT Payable to State	623
Total 6378:					2,425.28			
NEVADA EMPLOYMENT SECURITY DIV								
300	NEVADA EMPLOYMENT SECURITY DIV	2ND QTR 2023	UNEMPLOYMENT CONTRIBUTIONS	06/30/2023	16,246.68	07/18/2023	100-218900 UNEMPLOYMENT PAYABLE	623
Total 300:					16,246.68			
NEVADA POWER PRODUCTS, INC								
124	NEVADA POWER PRODUCTS, INC	224497	Harness and misc	07/10/2023	228.18	07/20/2023	100-475-616 Supplies-Safety	723
Total 124:					228.18			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	2ND QTR 23	CHILD SUPPORT WITHHOLDING FEES	06/30/2023	12.00	07/20/2023	100-219900 OTHER PAYROLL PAYABLES	623
Total 127:					12.00			
NORTHERN NEVADA CHAPTER ICC								
904	NORTHERN NEVADA CHAPTER ICC	INV247	Northern Nevada Training for Accessibility	07/12/2023	200.00	07/20/2023	100-605-580 Training	723
Total 904:					200.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	JUL 23	GRAINGER; DISTASTER TRAILER SUPPLIES	07/01/2023	90.91	07/10/2023	100-525-616 Safety Supplies	723
8649	NSB - BANKCARD CENTER	JUL 23	SWA; TORRES/MCINTYRE; 8/8-8/11 NVLOC	07/01/2023	1,203.92	07/10/2023	100-412-582 Travel	723
8649	NSB - BANKCARD CENTER	JUL 23	ZOOM;MONTHLY FMC	07/01/2023	100.00	07/10/2023	100-425-322 Prof Serv-Other	723
8649	NSB - BANKCARD CENTER	JUL 23	ZOOM; MONTHLY JUL 2023	07/01/2023	140.00	07/10/2023	100-418-342 Tech Services-Other	723
8649	NSB - BANKCARD CENTER	JUL 23	CONSTRUCTION EXAM; C BIRKEL; CODES AND STAND	07/01/2023	995.00	07/10/2023	100-605-580 Training	723
8649	NSB - BANKCARD CENTER	JUL 23	SPRINGHILL SUITES; C BIRKEL HOTEL BLDG OFF EXAM	07/01/2023	220.30	07/10/2023	100-605-580 Training	723
8649	NSB - BANKCARD CENTER	JUL 23	GOLDEN NUGGET; HOTEL TORRES/MCINTYRE; 8/8-8/11	07/01/2023	155.94	07/10/2023	100-412-582 Travel	723
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; BACKFLOW TEST KIT	06/30/2023	896.25	07/10/2023	510-810-605 Minor Equipment	623
8649	NSB - BANKCARD CENTER	JUN 2023	LOWES; SOIL FOR TRUCKEE LANE CUSTOMER	06/30/2023	33.67	07/10/2023	510-166100 Construction In Progress	623
8649	NSB - BANKCARD CENTER	JUN 2023	HOLIDAY INN EXPRESS; TORRES; 2023 NCLOC CONF	06/30/2023	451.74	07/10/2023	100-412-582 Travel	623
8649	NSB - BANKCARD CENTER	JUN 2023	IAPMO; 2024 IAPMO BOOKS	06/30/2023	476.77	07/10/2023	100-605-640 Books and Periodicals	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; CONTAINERS FOR VACCINE CLINIC	06/30/2023	28.75	07/10/2023	100-525-616 Safety Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	CHARTER COMM; 304798052823 JUN 23	06/30/2023	129.98	07/10/2023	100-417-530 Communications (Internet,Cell)	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; CAMERA BATTERY	06/30/2023	59.95	07/10/2023	510-810-601 Office Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	ICC; LEGAL PRINC; I-CODES; PERMIT TECH	06/30/2023	138.00	07/10/2023	100-605-580 Training	623
8649	NSB - BANKCARD CENTER	JUN 2023	ANIMAL CARE EQUIP; DISASTER TRAILER SUPPLIES	06/30/2023	1,213.85	07/10/2023	100-525-600 General Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	SOUTHERN TIRE MART; TIRES FOR WD 1006	06/30/2023	1,061.12	07/10/2023	510-810-610 Automotive Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	PETWATCH; MICROCHIPS FOR LOW COST VACCINE EVE	06/30/2023	750.00	07/10/2023	100-425-600 General Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; PAPER FOR CCR'S	06/30/2023	124.95	07/10/2023	520-810-550 Printing and Postage	623
8649	NSB - BANKCARD CENTER	JUN 2023	TEAMVIEWER; SCADA REMOTE LOGIN LICENSE WTP	06/30/2023	1,354.80	07/10/2023	510-840-429 Contract Services-SCADA	623
8649	NSB - BANKCARD CENTER	JUN 2023	APPLIED SOFTWARE; BLUEBEAM SOFTWARE LICENSE	06/30/2023	685.00	07/10/2023	100-413-580 Training	623
8649	NSB - BANKCARD CENTER	JUN 2023	APPLIED SOFTWARE; BLUEBEAM SOFTWARE LICENSE	06/30/2023	685.00	07/10/2023	100-529-581 Dues & Memberships	623
8649	NSB - BANKCARD CENTER	JUN 2023	ICC; DEPT PROCESS/CODE ENFORCEMENT; PERMIT TEC	06/30/2023	138.00	07/10/2023	100-605-580 Training	623
8649	NSB - BANKCARD CENTER	JUN 2023	BACKFLOW PARTS; PARTS FOR WTP BACKFLOW	06/30/2023	220.87	07/10/2023	510-840-430 Service-Repair and Maintenance	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; PENS	06/30/2023	21.00	07/10/2023	100-475-601 Supplies-Office	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; CHEVY LOCK KEYS	06/30/2023	172.80	07/10/2023	100-575-610 Automotive Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	ANIMAL CARE EQUIP; DISASTER TRAILER SUPPLIES	06/30/2023	508.62	07/10/2023	100-525-616 Safety Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	GRAINGER; DISTASTER TRAILER SUPPLIES	06/30/2023	871.83	07/10/2023	100-525-600 General Supplies	623
8649	NSB - BANKCARD CENTER	JUN 2023	STAMPLI; MAY 2023	06/30/2023	1,034.00	07/10/2023	100-418-342 Tech Services-Other	623
8649	NSB - BANKCARD CENTER	JUN 2023	CCI HOTEL/NV STATE BAR; CANCEL B JENSEN	06/30/2023	-306.79	07/10/2023	100-414-580 Training	623
8649	NSB - BANKCARD CENTER	JUN 2023	AGA; MEMBERSHIP DUES D LEWIS	06/30/2023	100.00	07/10/2023	100-415-581 Dues and Memberships	623
8649	NSB - BANKCARD CENTER	JUN 2023	ESRI; INLINE VIEW FEES; ENG DEPT	06/30/2023	3,395.00	07/10/2023	100-418-342 Tech Services-Other	623
8649	NSB - BANKCARD CENTER	JUN 2023	ICC; EXMAS FOR BUILDING OFFICIAL	06/30/2023	459.00	07/10/2023	100-605-580 Training	623
8649	NSB - BANKCARD CENTER	JUN 2023	ICC; PLAN REVIEW;STUDY GUIDE; PERMIT TECH	06/30/2023	138.00	07/10/2023	100-605-580 Training	623
8649	NSB - BANKCARD CENTER	JUN 2023	APPLIED SOFTWARE; BLUEBEAM SOFTWARE LICENSE	06/30/2023	685.00	07/10/2023	100-610-399 Prof & Tech Fees-Misc	623
8649	NSB - BANKCARD CENTER	JUN 2023	APPLIED SOFTWARE; BLUEBEAM SOFTWARE LICENSE	06/30/2023	685.00	07/10/2023	100-605-399 Prof & Tech Fees-Misc	623
8649	NSB - BANKCARD CENTER	JUN 2023	BACKFLOW PARTS; PARTS FOR WTP BACKFLOW	06/30/2023	220.88	07/10/2023	510-810-430 Repairs & Maintenance	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; EDGER BLADES	06/30/2023	46.00	07/10/2023	100-575-605 Minor Equipment	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; CORD FOR CLIPBOARD	06/30/2023	6.95	07/10/2023	100-475-601 Supplies-Office	623
8649	NSB - BANKCARD CENTER	JUN 2023	ROCKLER; DRAFTING HARDWARE FOR ENG DEPT	06/30/2023	53.98	07/10/2023	100-529-605 Minor Equipment	623
8649	NSB - BANKCARD CENTER	JUN 2023	ANIMAL CARE EQUIP; DISASTER TRAILER SUPPLIES	06/30/2023	2,650.80	07/10/2023	100-525-605 Minor Equipment	623
8649	NSB - BANKCARD CENTER	JUN 2023	TEAMVIEWER; SCADA REMOT LOGIN LICENSE WTP	06/30/2023	1,429.91	07/10/2023	510-840-429 Contract Services-SCADA	623
8649	NSB - BANKCARD CENTER	JUN 2023	GRAINGER; DISTASTER TRAILER SUPPLIES	06/30/2023	368.83	07/10/2023	100-525-616 Safety Supplies	623

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	JUN 2023	ACE PARTY CONN; GOING AWAY B JENSEN SUPPLIES	06/30/2023	27.11	07/10/2023	100-412-586 Employee Recognition	623
8649	NSB - BANKCARD CENTER	JUN 2023	ORIENTAL TRADING; SUPPLIES FOR FSCAC	06/30/2023	243.85	07/10/2023	100-413-322 Prof Serv-Other	623
8649	NSB - BANKCARD CENTER	JUN 2023	AMAZON; PAPER FOR CCR'S	06/30/2023	124.95	07/10/2023	510-810-550 Printing and Postage	623
8649	NSB - BANKCARD CENTER	JUN 2023	ICC; STUDY GUIDE FOR PERMIT TECH 2018 B1 CERT	06/30/2023	69.00	07/10/2023	100-605-580 Training	623
Total 8649:					24,360.49			
NV ENERGY								
167	NV ENERGY	13818 JUN 23	34596405113818 ACH	06/27/2023	44.01	07/14/2023	100-475-622 Electricity	623
167	NV ENERGY	13924 JUN 23	48768108113924 ACH	06/27/2023	33.59	07/14/2023	100-575-622 Electricity	623
167	NV ENERGY	26093 JUL 23	34596402626093 ACH	07/07/2023	1,593.77	07/25/2023	100-575-622 Electricity	723
167	NV ENERGY	26100 JUL 23	34596502626100 ACH	07/07/2023	39.10	07/25/2023	520-810-622 Electricity	723
167	NV ENERGY	26100 JUL 23	34596502626100 ACH	07/07/2023	40,532.17	07/25/2023	510-810-622 Electricity	723
167	NV ENERGY	26445 JUN 23	34596505226445 ACH	06/24/2023	8,903.21	07/13/2023	510-840-622 Electricity	623
167	NV ENERGY	28458 JUN 23	34596505228458 ACH	06/24/2023	18,866.23	07/13/2023	510-840-622 Electricity	623
167	NV ENERGY	29499 JUN 23	13677906929499 ACH	06/30/2023	65.59	07/18/2023	100-475-622 Electricity	623
167	NV ENERGY	30672 JUN 23	213677908230672 ACH	06/27/2023	41.65	07/14/2023	100-575-622 Electricity	623
167	NV ENERGY	41110 JUL 23	82190403641110 ACH	07/07/2023	38.32	07/25/2023	520-810-622 Electricity	723
167	NV ENERGY	42683 JUL 23	82190404842683 ACH	07/07/2023	510.02	07/25/2023	510-810-622 Electricity	723
167	NV ENERGY	42683 JUL 23	82190404842683 ACH	07/07/2023	7,034.57	07/25/2023	520-810-622 Electricity	723
167	NV ENERGY	42683 JUL 23	82190404842683 ACH	07/07/2023	221.66	07/25/2023	100-575-622 Electricity	723
167	NV ENERGY	42683 JUL 23	82190404842683 ACH	07/07/2023	62.29	07/25/2023	100-475-622 Electricity	723
167	NV ENERGY	71493 JUN 23	271223607571493 ACH	06/27/2023	40.34	07/14/2023	100-475-622 Electricity	623
167	NV ENERGY	97731 JUN 23	213677908197731 ACH	06/27/2023	42.73	07/14/2023	100-575-622 Electricity	623
167	NV ENERGY	97899 JUL 23	80865904797899 ACH	07/07/2023	14,989.92	07/25/2023	100-475-622 Electricity	723
167	NV ENERGY	98954 JUL 23	82190405098954 ACH	07/07/2023	3,449.08	07/25/2023	520-810-622 Electricity	723
Total 167:					96,508.25			
OFFICE DEPOT								
133	OFFICE DEPOT	319791400001	RETURN FOOTREST	07/07/2023	-48.49	07/20/2023	100-413-600 General Supplies	723
133	OFFICE DEPOT	320820226001	Chair mats	07/07/2023	176.20		100-417-601 OFFICE SUPPLIES	723
133	OFFICE DEPOT	321650403001	TABS; FLAGS; PENS	07/06/2023	27.72	07/20/2023	100-605-601 Office Supplies	723
133	OFFICE DEPOT	321656749001	LETTER DESK TRAY	07/12/2023	6.99	07/20/2023	100-605-601 Office Supplies	723
133	OFFICE DEPOT	321656750001	BUS CARDS C BIRKEL	07/07/2023	21.99	07/20/2023	100-605-601 Office Supplies	723
Total 133:					184.41			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-251741	inverter for W/D 1001	06/29/2023	327.52	07/20/2023	510-810-610 Automotive Supplies	623
6230	O'REILLY AUTO PARTS	3599-253753	filter	07/11/2023	26.38	07/20/2023	520-810-610 Supplies-Automotive	723
6230	O'REILLY AUTO PARTS	3599-253866	BATTERY FOR W/W 2005	07/12/2023	135.62	07/20/2023	520-810-610 Supplies-Automotive	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6230:					489.52			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	COF-MY9	Utilities	06/30/2023	272.45	07/20/2023	520-810-550 Printing and Postage	623
8929	PACIFIC OFFICE AUTOMATION	COF-MY9	Main	06/30/2023	544.91	07/20/2023	100-417-550 Printing and Postage	623
8929	PACIFIC OFFICE AUTOMATION	COF-MY9	HR	06/30/2023	544.91	07/20/2023	100-413-550 Printing and Postage	623
8929	PACIFIC OFFICE AUTOMATION	COF-MY9	Utilities	06/30/2023	272.46	07/20/2023	510-810-550 Printing and Postage	623
8929	PACIFIC OFFICE AUTOMATION	COF-MY9	FMC	06/30/2023	544.91	07/20/2023	100-425-550 Printing and Postage	623
8929	PACIFIC OFFICE AUTOMATION	COF-MY9	Clerk	06/30/2023	544.91	07/20/2023	100-416-550 Printing and Postage	623
8929	PACIFIC OFFICE AUTOMATION	COF-MY9	CAO	06/30/2023	544.91	07/20/2023	100-414-550 Printing and Postage	623
Total 8929:					3,269.46			
PALL CORPORATION								
7119	PALL CORPORATION	99676719	PS MF Power supply	06/22/2023	1,593.48	07/20/2023	510-840-430 Service-Repair and Maintenance	623
Total 7119:					1,593.48			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	23COF6	Professional Services JULY 2023	07/01/2023	6,000.00	07/20/2023	100-413-322 Prof Serv-Other	723
Total 8933:					6,000.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	July23	Retiree Group Insurance	07/05/2023	94.16	07/20/2023	100-605-240 Group Insurance	723
143	PUBLIC EMPLOYEES BENEFITS PROG	July23	Retiree Group Insurance	07/05/2023	1.08	07/20/2023	510-810-240 Group Insurance	723
143	PUBLIC EMPLOYEES BENEFITS PROG	July23	Retiree Group Insurance	07/05/2023	217.68	07/20/2023	100-415-240 Group Insurance	723
143	PUBLIC EMPLOYEES BENEFITS PROG	July23	Retiree Group Insurance	07/05/2023	261.08	07/20/2023	520-810-240 Group Insurance	723
Total 143:					574.00			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	JUN 2023	#621 RETIREMENT CONTRIBUTIONS	06/30/2023	157,016.11	07/17/2023	100-216000 RETIREMENT PAYABLE	623
Total 144:					157,016.11			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	N10012114	IN HOUSE BILLING LEASE	07/02/2023	2,805.95		520-810-441 Rental	723
8737	QUADIENT LEASING USA, INC.	N10012114	IN HOUSE BILLING LEASE	07/02/2023	2,805.97		510-810-441 Rental	723
Total 8737:					5,611.92			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	5708760	2023 Annual Fiscal Report	06/30/2023	231.00	07/20/2023	100-416-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717720; Bids for material supplier	06/30/2023	619.00	07/20/2023	510-810-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717750; Bids for traffic signal maint	06/30/2023	683.00	07/20/2023	100-475-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717759; Bids for traffic signal maint	06/30/2023	361.88	07/20/2023	100-475-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5716644; Bids for chemical supplier	06/30/2023	185.00	07/20/2023	510-810-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717743; Bids for analytical support	06/30/2023	233.00	07/20/2023	510-810-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5716644; Bids for chemical supplier	06/30/2023	185.00	07/20/2023	510-840-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717743; Bids for analytical support	06/30/2023	233.00	07/20/2023	510-840-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717738; Bids for analytical support	06/30/2023	369.64	07/20/2023	520-810-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5748988; MJD23001	06/30/2023	127.00	07/20/2023	100-610-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5716644; Bids for chemical supplier	06/30/2023	185.00	07/20/2023	520-810-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717743; Bids for analytical support	06/30/2023	233.00	07/20/2023	520-810-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717732; Bids for materials supplier	06/30/2023	330.84	07/20/2023	510-840-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5748980; TIV23001	06/30/2023	127.00	07/20/2023	100-610-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5717230; Bids for chemical supplier	06/30/2023	299.80	07/20/2023	510-840-540 Advertising	623
152	RENO GAZETTE JOURNAL	5708760	5748967; Wood Rogers to reduce lots	06/30/2023	127.00	07/20/2023	100-610-540 Advertising	623
Total 152:					4,530.16			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-0966	Water Rights from May 1,23 - May 31, 2023	06/30/2023	4,337.50	07/20/2023	510-810-698 Water Rights Protection	623
8602	RESOURCE CONCEPTS	23-0967	Water Rights for May 1,23-May 31,23	06/30/2023	1,053.75	07/20/2023	510-810-698 Water Rights Protection	623
Total 8602:					5,391.25			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	23070552	ARMORED SERVICE - GF	07/10/2023	178.57		100-415-322 Prof Serv-Other	723
8629	SECTRAN SECURITY, INC.	23070552	ARMORED SERVICE - SEWER	07/10/2023	178.60		520-810-342 Tech Services-Other	723
8629	SECTRAN SECURITY, INC.	23070552	ARMORED SERVICE - WATER	07/10/2023	178.60		510-810-342 Tech Services-Other	723
Total 8629:					535.77			
SIERRA NEVADA CONSTRUCTION INC								
287	SIERRA NEVADA CONSTRUCTION INC	Pay req #01	FY22/23 pavement maintenance project construction services	06/28/2023	543,987.02		100-475-430 Service-Repair and Maintenance	623
287	SIERRA NEVADA CONSTRUCTION INC	Payreq 2	FY22/23 Pavement maintenance project construction services	06/30/2023	683,817.89		100-475-430 Service-Repair and Maintenance	623
Total 287:					1,227,804.91			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN301708	PS Lab samples	06/26/2023	17.00	07/20/2023	510-810-423 Contract Services-ANALYTICAL	623
7856	SILVER STATE ANALYTICAL LABORATORIES	RN302362	Mark IV test well project /well 9	07/07/2023	436.00	07/20/2023	510-810-423 Contract Services-ANALYTICAL	723
7856	SILVER STATE ANALYTICAL LABORATORIES	RN302462	Monthly coliform sampling Round 1	07/12/2023	286.00	07/20/2023	510-810-423 Contract Services-ANALYTICAL	723
7856	SILVER STATE ANALYTICAL LABORATORIES	RN302463	Quarterly Raw coliform sampling	07/12/2023	66.00	07/20/2023	510-810-423 Contract Services-ANALYTICAL	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7856	SILVER STATE ANALYTICAL LABORATORIES	RN302470	PS Lab sample	07/12/2023	18.00		510-840-423 Contract Services-ANALYTICAL	723
Total 7856:					823.00			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/58006651	scan tool	07/10/2023	823.35	07/20/2023	100-575-600 General Supplies	723
8735	SNAP-ON INDUSTRIAL	ARV/58006651	scan tool for heavy trucks	07/10/2023	823.36	07/20/2023	100-475-600 General Supplies	723
8735	SNAP-ON INDUSTRIAL	ARV/58006651	scan tool	07/10/2023	823.35	07/20/2023	510-810-600 General Supplies	723
8735	SNAP-ON INDUSTRIAL	ARV/58006651	scan tool	07/10/2023	823.36	07/20/2023	520-810-600 General Supplies	723
Total 8735:					3,293.42			
SOSU TV CORP								
8909	SOSU TV CORP	WC1204	Fernley Focus Videos July 23	07/03/2023	1,083.00	07/20/2023	100-413-322 Prof Serv-Other	723
Total 8909:					1,083.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	33096 JUN 23	910001133096 ACH	06/27/2023	35.15	07/17/2023	510-810-621 Natural Gas	623
204	SOUTHWEST GAS CORP	33438 JUL 23	910001133438 ACH	07/01/2023	150.82	07/11/2023	100-417-621 Natural Gas	723
Total 204:					185.97			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUL 2023-1	CHILD SUPPORT	07/14/2023	324.46	07/20/2023	100-219900 OTHER PAYROLL PAYABLES	723
Total 176:					324.46			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	17050	Water Right Contract FY22/23 Jun 23	06/30/2023	17,500.83	07/20/2023	510-810-698 Water Rights Protection	623
Total 3275:					17,500.83			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023400113617	PS Chemicals	07/12/2023	6,420.00		510-840-617 Chemicals	723
Total 8646:					6,420.00			
TSK								
8714	TSK	21-058.00-16	CRRC Period of Service 6/1/23 - 6/30/23	06/30/2023	137,492.00		220-480-810 ARPA	623
Total 8714:					137,492.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	AUG 2023	PREPAID IN-HOUSE POSTAGE	08/01/2023	1,900.00	07/27/2023	510-810-550 Printing and Postage	823
7344	U S POSTAL SERVICE	AUG 2023	PREPAID IN-HOUSE POSTAGE	08/01/2023	1,900.00	07/27/2023	520-810-550 Printing and Postage	823
Total 7344:					3,800.00			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	2708043	fire hose for w/w	07/06/2023	166.09	07/20/2023	520-810-430 Service-Repair and Maintenance	723
Total 8676:					166.09			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9938497419	Water Dist.	07/24/2023	350.76	07/20/2023	510-810-530 Communications	723
8495	VERIZON WIRELESS	9938497419	Bldg &Safety	07/24/2023	280.73	07/20/2023	100-417-530 Communications (Internet,Cell)	723
8495	VERIZON WIRELESS	9938497419	IT	07/24/2023	128.82	07/20/2023	100-418-530 Communications (Internet,Cell)	723
8495	VERIZON WIRELESS	9938497419	WW Router	07/24/2023	91.79	07/20/2023	520-810-530 Communications	723
8495	VERIZON WIRELESS	9938497419	WTP	07/24/2023	422.10	07/20/2023	510-840-530 Communications	723
8495	VERIZON WIRELESS	9938497419	Council	07/24/2023	166.74	07/20/2023	100-412-530 Communications (Internet,Cell)	723
8495	VERIZON WIRELESS	9938497419	City Hall/Facilities	07/24/2023	750.98	07/20/2023	100-417-530 Communications (Internet,Cell)	723
8495	VERIZON WIRELESS	9938497419	Waste Water	07/24/2023	633.70	07/20/2023	520-810-530 Communications	723
8495	VERIZON WIRELESS	9938497419	CAO	07/24/2023	140.03	07/20/2023	100-414-530 Communications (Internet,Cell)	723
8495	VERIZON WIRELESS	9938592252	775-294-1059 Fernley Router	07/24/2023	40.01	07/20/2023	520-810-530 Communications	723
Total 8495:					3,005.66			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2275	PS LOP connection to UPS circuit 6/22/23	06/30/2023	210.00	07/20/2023	510-840-429 Contract Services-SCADA	623
Total 8606:					210.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JUL 2023-1	DEFERRED COMPENSATION, 457	07/14/2023	2,849.00	07/14/2023	100-215000 457 PAYABLE	723
8591	VOYA FINANCIAL	JUL 2023-1	ROTH IRA	07/14/2023	210.00	07/14/2023	100-215000 457 PAYABLE	723
Total 8591:					3,059.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	JULY 4th 03002	Trash disposal for 4th of July	07/07/2023	1,429.08	07/20/2023	100-575-412 Utility Service-Refuse	723
Total 447:					1,429.08			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	AUG 2023	SUPPLEMENTAL INSURANCE	08/01/2023	188.14	07/27/2023	100-218100 Western Insurance Payable	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 881:					188.14			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19817390	Sensus Iperl 3/4 1000 Gal water meter	06/30/2023	4,461.60	07/20/2023	510-166100 Construction In Progress	623
195	WESTERN NEVADA SUPPLY CO.	19817412	Bin Stock	06/30/2023	1,825.72	07/20/2023	510-810-613 Supplies-Meter Service	623
195	WESTERN NEVADA SUPPLY CO.	19828391	Sensus Iperl 3/4 1000 gal water meter	07/10/2023	4,995.60	07/20/2023	510-166100 Construction In Progress	723
195	WESTERN NEVADA SUPPLY CO.	19834421	PS Backflow replacement parts for multiple buildings	07/13/2023	4,468.66	07/20/2023	510-840-430 Service-Repair and Maintenance	723
Total 195:					15,751.58			
Grand Totals:					2,723,364.36			

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
JULY 5, 2023**

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, Planning Director Michelle Rambo, Building Official Charity Birkel, City Engineer Derek Starkey, City Treasurer Denise Lewis, Acting City Manager Lydia Altick, City Attorney Aaron Mouritsen, Deputy City Clerk, Brenda Gosser, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Legal Secretary Mary Wilson, HR Manager Mitzi Carter.

1.2. Public Forum

Ann Paine (Zoom) would like to see Pickle Ball courts at the In Town Park.

Deputy City Manager, Lydia Altick suggested contacting Public Works Director Barry Williams or herself about pickleball courts.

1.3. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

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

2.4. Possible action to approve the Will-Serve Request from PW Fund B Development for 1.85 ERC's for Water and 0 ERC's for Sewer for Irrigation at Nevada Commerce Center Building B, Lyon County Parcel 021-061-30 located at 850 Commerce Center Dr., Fernley, NV 89408

2.5. Possible Action to Approve the Will-Serve Request from M4 New Fernley QOZB, LLC (VL Building B Tenant Improvements) for .65 ERC's for Water and 2.36 ERC's for Sewer, Lyon County Parcel 021-242-21 located at 1740 N. Nevada Pacific Parkway, Fernley, NV 89408

2.6. Possible Action to Approve the Will-Serve Request from Marc Williams for 8.54 ERC's for Water and 9.34 ERC's for Sewer for Lickety Split Car Express Car Wash, Lyon County Parcel 021-271-11 located at 1245 Fremont St., Fernley, NV 89408.

2.7. Possible action to approve the job description and salary range for the animal control assistant (part-time) approved by the City Council during the FY24 budget discussions.

2.8. Possible action to approve the salary rate for the appointed City Attorney, Aaron Mouritsen.

The appointment was approved by the City Council during the June 21,2023 Council meeting.

Motion: MOVE TO APPROVE CONSENT AGENDA. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Torres, Councilwoman Zoberski, Councilwoman McKay, Councilman Lau, 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 Sheriff's Department Chief Deputy Mitch Branningham reported that the Sheriff's department team won the greased pig contest at the 4th of July event. The department will be having a Backpack Drive in August. All the kids in Lyon County are invited to the Sheriff's office substations to pick up free backpacks for school. The department has met with the State Police and the Court Judge in regards to offroad vehicles to be sure that they were all on the same page. There are two new deputies assigned to Fernley. The Sheriff's department's new app is up and running as of Monday, July 3, 2023. A presentation was given on the new Comstat reporting program.

Councilman Lau asked Chief Deputy Branningham what his take was on the drug problem here in Fernley. Chief Deputy Branningham replied that being proactive and targeting the day to day users here in Fernley will eliminate the demand.

Councilwoman Zoberski thanked the department for the booth at the 4th of July event.

Mayor McIntyre stated that the ATV's on Highlands Roads are tearing the roads apart and thanked the department for making a presence. Stated that he appreciates the presentation of the new charts from Comstat.

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 building stats for the month of June.

Acting City Manager Lydia Altick thanked the general services staff, parks and streets, for their time on the 4th of July event. Some of them worked 16 hours that day. The Fernley Jr. Rodeo will host their 33rd annual rodeo on July 28th & 29th. For more information, you can go to FernleyJRRodeo.com. Acting City Manager Altick also reported that Animal Control Officer RanDee Gahr, from January 1, 2023 to July 2, 2023, has impounded 183 animals. Last year's total was 200. The first ever vaccination/microchip clinic went well. She is packing a disaster trailer with supplies needed in case of an emergency situation. She has pursued several cruelty and dangerous dog cases. She has attended to 197 cases, reuniting 30 pets in the field, 15 were adopted, 15 were bite quarantined, 9 were through rescue partner programs, 37 shelter reclaims, 7 unclaimed, 49 protective custody, and 27 cats. She goes to voluntary programs to find new owners or reunite owners with their cats. She also reported on the Victory Raise Grant project for the extension of Nevada Pacific Parkway.

Mayor McIntyre gave an update on the hiring of the new City Manager. The committee have reviewed the top 12 candidates and narrowed it down to 6 candidates and on July 10th will have interviews, and pick the top 3 which will be coming before Council on August 2, 2023.

Councilman Hanan stated that with all the changes in staff, he thanked all the employees for stepping up.

Councilwoman Zoberski thanked the 4th of July committee and the city's departments for taking care of

everything. She also thanked the Senior Advisory Committee for having a booth at the event and getting information out to our seniors.

Councilman Torres thanked the staff for the 4th of July event. The next Senior Advisory meeting on July 14th will be at the Senior Center.

Nick Vanderpool, Flynn Guidici Government Affairs, gave a recap of the 2023 legislative session. He sent a final report to council and staff covering 106 bills. They tracked 170+ bills for Fernley. They started on February 6, 2023, and adjourned on June 5, 2023, for the regular session. The legislature was reconvened by the Governor on June 7, 2023, for the A's Special Session to put together a bill to build a stadium in Clark County for the Oakland A's to relocate to Las Vegas. That special session lasted 7 days and they adjourned on June 14, 2023. There was a total of 1,234 bill draft requests, of those some never made it to total introduction, there were 1,096 bills introduced. There were 295 bills that died in the process. The Governor signed 535, and vetoed 75. As it relates to his role in representing the City of Fernley, Nevada League of Cities, he thanked Councilman Torres and appreciated his participation in those weekly meetings. He thanked the Mayor for attending the Rural Caucus Meetings, The Cowboy caucus.

Mendy Elliott, joined via Zoom, stated it is an honor to represent the City, the City council, staff and citizens. Fernley has a great story tell.

Mayor McIntyre thanked Mr. Vanderpool for all the work and appreciates his help.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

5. PRESENTATIONS

5.1. Possible action. Presentation by Mr. Phil Ricci regarding ideas for the Green Valley Dog Park

Phil Ricci gave a presentation on the Green Valley Dog Park. The dog park has become unusable. There is no grass and it is too muddy to use if it rains. He is asking that the ground be leveled, half the park be grass, the other half rock, and the small dog section have access to water. They are willing to create their own group as a 503C and do fund raising and do some of the work themselves.

Councilman Torres commented that it was a great presentation and the ideas are doable and affordable, but keeping grass with that amount of dogs will be difficult.

Councilman Hanan stated that he liked the presentation, and has a full understanding of what is being asked. He will work with the council and Mayor to find a resolution that is good for everybody.

Councilwoman Zoberski thanked Mr. Ricci for his presentation and is in support of moving forward.

Mayor McIntyre thanked him for sharing the problem with the council but also providing solutions.

6. STAFF REPORTS

6.1. Possible action to direct staff to proceed with a Business Impact Statement relating to an increase in Franchise Fees for Public Utilities providing services within the City of Fernley.

City Clerk Kim Swanson gave a presentation on an increase in franchise fees by 1%. Funds generated from the increase in Franchise Fees will increase revenue for the General Fund, which will potentially assist with City services such as infrastructure, streets, parks and operations. Franchise fees make up 11% of our budgeted general fund revenue. The proposal is to increase the commercial radio services by 1%, the collected annual revenue is approximately \$54,980. Electric energy providers will also increase by 1%, and the collected annual revenue is approximately \$623,671. Telecommunication providers by 1%, the collected annual revenue is approximately \$74,555. Total combined revenue annually from these 3 categories is \$753,206. At an increase of 1%, that is \$75,320 per year.

Motion: MOVE TO DIRECT STAFF TO PROCEED WITH A BUSINESS IMPACT STATEMENT RELATING TO AN INCREASE IN FRANCHISE FEES FOR PUBLIC UTILITIES PROVIDING SERVICES WITH THE CITY OF FERNLEY. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Mayor McIntyre called for a break - 6:50 pm - 7:03 pm.

6.2. Discussion and Possible Action to consider and appoint two members to the City of Fernley Senior Citizen Advisory Committee among the submitted applicants.

City Clerk Kim Swanson introduced the three applicants for the opening on the Senior Citizen Advisory Committee:

- 1 - Debbie Skinner
- 2 - Lisa Callahan
- 3 - Christopher Ward

Motion: MOVE TO APPOINT LISA CALLAHAN TO THE CITY OF FERNLEY SENIOR CITIZEN ADVISORY COMMITTEE. THE TERM WILL EXPIRE ON SEPTEMBER 30, 2024. **Action:** Approved. **Moved by:** Councilman Torres, **Seconded by:** Councilwoman McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Motion: MOVE TO APPOINT DEBBI SKINNER TO THE CITY OF FERNLEY SENIOR CITIZEN ADVISORY COMMITTEE. THE TERM WILL EXPIRE SEPTEMBER 30, 2025. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** .Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

City Clerk Kim Swanson announced that these members will be sworn in at the July 14, 2023, Senior Citizen Advisory Committee Meeting at the Senior Center at 9:00 am.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Hanan requested that the ideas presented by Mr. Phil Ricci in regards to the Green Valley Dog Park be put on the agenda.

8. PUBLIC FORUM

Tammy Ditman, Fernley city resident, stated that she would like to see no more bullying at the council meetings.

Robert Perea (zoom), Secretary of the Fernley 4th of July Committee, thanked the council and the members of the FCTA board for all of their help and the city staff. He personally thanked Kim Swanson for her help in guiding him through the permit process, and April Homme for her guidance through the grant process.

Mayor McIntyre announced that the next Planning Commission meeting will be July 12, 2023, at 5:00 pm.; the Senior Citizens Advisory Committee on July 14, 2023, at 9:00 am; the Junk Vehicle Workshop on July 15, 2023 at 10:00 am; and the Junk Vehicle Workshop on July 17, 2023, at 5:00 pm. The next City Council meeting will be July 19, 2023, at 5:00 pm.

Councilwoman Zoberski announced that the District 3 High Desert Little League Senior Boys won the State Champions and will be on their way to Oakland. She stated she would like to have a way to congratulate our youth sports when they achieve things like this.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:18 pm.

Approved by the Fernley City Council on August 2, 2023 by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL WORKSHOP MEETING
JULY 15, 2023**

Mayor Neal McIntyre called the Fernley City Council Workshop meeting to order at 10:05 AM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal McIntyre, Councilman Albert Torres (Zoom), Councilwoman Felicity Zoberiski, Councilman Ryan Hanan, Deputy City Manager Lydia Altick, Building Official Charity Birkel, Planning Director Michele Rambo, Building Inspector I Bailie Scott, City Clerk Ki Swanson, Administrative Specialist I Sandy Harris, City Attorney Arron Mouritsen, Permit Technician Jessica Murdock, Building Inspector Michael Moore

Absent: Councilman Lau, Councilwoman McKay.

1.2. Public Forum

None at this time.

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE THE AGENDA **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberiski. **Vote:** Passed, **Summary:** Yes **3. Yes:** Councilwoman Zoberiski, Councilman Torres, Councilman Hanan. **Absent:** Councilman Lau, Councilwoman McKay, **Abstain:** None.

2. PUBLIC HEARING

2.1. For Possible Action. Discussion regarding amending Title 16, Chapter 1 of the Fernley Municipal Code, Parking and storage of junk vehicles.

City Attorney Aaron Mouritsen gave an update on the changes AB316 has created, he stated that the legislature has passed a change to the NRS that will drastically affect the way the City's approach to this item. The change goes into effect October 1, 2023 and it amends NRS 487.290. Mr. Mouritsen stated that the City will need to remove this section or replace it with something else, since the this change will make the current section of the code invalid. AB316 takes section 487.290 and makes it so people cannot have more than two unregistered vehicles on a parcel of land. NRS 487.290 is now amended under AB316 to include a section on what local authorities, like cities, are allowed to do. This limits the city's restrictions. First, AB316 limits the amount of unregistered vehicles that are on a property, if more than 2 a civil fine up to \$100.00 a day can be assessed until the issue is repaired. Second, it makes it so it is no longer a criminal penalty as a misdemeanor offense, but a civil penalty. Currently, under the City of Fernley code, this violation is a misdemeanor and it would have to be revised to a civil offense under AB316. Mr. Mouritsen also stated that this bill gives the local municipality the authority to adjust that penalty. Which means that the City can do something different than \$100.00 as the penalty per day. However, the new City code will have to align with what NRS says about having more than 2 unregistered vehicles on a property. Mr. Mouritsen noted that NRS487 does have 6 exceptions to the code and that the City code would have to take

into account these exceptions. He summarized that the city is more restricted in what can be done with unregistered vehicles, and that it could change the penalty, but it would still be a civil matter.

Building Official Charity Birkel presented a slide show explaining definitions and the different code sections. She gave out handouts to attendees could they take notes and write down ideas and suggestions. She asked that the handouts be returned so they can be compiled into suggestions and recommendations received from the audience at this and the one on Monday, July 17, 2023 workshop. These will be used to produce a new proposed ordinance that takes into account the AB316 and NRS changes. The 4th Amendment was reviewed to clarify what the city can and cannot do.

Councilman Stan Lau arrived at 10:33 am.

Public comment:

Fernley resident Kris Nicholl appreciated the workshop and suggested that the ordinance have some clarity, if the vehicle to be registered to the occupant of the home and a time frame to remedy the complaint. He stated that he would like to see an expansion of the "junk" car definition to include car parts like hoods and engines on the front of the property.

Fernley resident Mary Bonno questioned whether or not there is a grandfather clause. She would like to see that who gives authorization be cited; that there be a separate exemption for military members who have been deployed; and that there be a definition of what is agricultural.

Fernley resident Laura Griffin would like to see the exception returned for property of 1 acre or more and zoned rural residential or lower density residential.

Fernley resident Fred Kanarr would like to have the exemption for restoration of vehicles in progress lengthened to more than 12 months.

Fernley resident Kevin Kelley would like to have a provision for lot size and topography. He would also like to see duckponds added to the required asphalt or concrete for the safety of the grounds.

Fernley resident Armando Seprano commented that restoration of vehicles takes much longer than 12 months, stating that it may take much longer than that just to find the right parts. He would like to have clarification on DMV's definition of classic cars.

Fernley resident Teresa Gillit is concerned about putting an antique tractor and other farm equipment on her property as decorations.

Fernley resident Tony Stanfield stated that those complaining should be Fernley residents and live within the visual view of what they are complaining about. Also, those complaining should meet a certain requirement to implement that complaint.

Fernley resident Christina Sevrano stated that when making these rules they do need to be exact with specific guidelines. She stated that people moving their vehicles down the street before their time is up to get another citation is a big problem.

Fernley resident Rick Griffin asked if there is another term for excess vehicles, for example "inventoried". He suggested a process where residents need to register vehicles with the city and be given 12 months to

restore it, then re-applying for an extension if needed.

Fernley resident John Forster stated good fences make good neighbors. He doesn't believe the new law that is coming to cities shouldn't apply to something that has more than 10 acres.

Fernley resident Jon Rincard stated that "junk" is derogatory. There needs to be the word "art" added to the ordinance.

Fernley resident Nina Edgern does not want to see junk cars in her neighborhood, because they start affecting the value and safety of the neighborhoods.

Fernley resident Cohen Clements stated his dad bought the farm in 1949 and is 40 acres, abiding by the no more than 2 vehicles not registered is difficult because he has vehicles that he does not use very often but needs them occasionally for use on the farm.

Fernley resident Delores Orberg (zoom) would like to know what the purpose of registering junk vehicles is. Also, she would like to know who is investigating the complaint.

Fernley resident Belle Bundy wanted to know why we need a city ordinance when we already have a state code. She would like to see that a timeline be required to show the progress been made when restoring a vehicle.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There was none.

4. PUBLIC FORUM

None at this time.

5. ADJOURNMENT

The next Fernley City Council Workshop meeting will be Monday, July 17, 2023, at 5:00 PM.

There being no further business to come before it, the Fernley City Council Workshop meeting adjourned at 11:55 AM.

Approved by the Fernley City Council on August 2, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL WORKSHOP MEETING
JULY 17, 2023**

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Albert Torres, Building Official Charity Birkel, Planning Director Michele Rambo, City Attorney Aaron Mouritsen, Permit Technician Jessica Murdock, Building Inspector I Bailie Scott, Building Inspector Michael Moore, City Clerk, Kim Swanson, Administrative Specialist I Sandy Harris

Absent: Councilwoman Fran McKay, Councilman Stan Lau.

1.2. Public Forum

None at this time

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE AGENDA. **Action:** , **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 3 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan. **Absent:** Councilwoman McKay, Councilman Lau.

2. PUBLIC HEARING

2.1. For Possible Action. Discussion regarding amending Title 16, Chapter 1 of the Fernley Municipal Code, Parking and storage of junk vehicles.

City Attorney Aaron Mouritsen gave an update on the changes AB316 has created, he stated that the legislature has passed a change to the NRS that will drastically affect the way the City's approach to this item. The change goes into effect October 1, 2023 and it amends NRS 487.290. Mr. Mouritsen stated that the City will need to remove this section or replace it with something else, since the this change will make the current section of the code invalid. AB316 takes section 487.290 and makes it so people cannot have more than two unregistered vehicles on a parcel of land. NRS 487.290 is now amended under AB316 to include a section on what local authorities, like cities, are allowed to do. This limits the city's restrictions. First, AB316 limits the amount of unregistered vehicles that are on a property, if more than 2 a civil fine up to \$100.00 a day can be assessed until the issue is repaired. Second, it makes it so it is no longer a criminal penalty as a misdemeanor offense, but a civil penalty. Currently, under the City of Fernley code, this violation is a misdemeanor and it would have to be revised to a civil offense under AB316. Mr. Mouritsen also stated that this bill gives the local municipality the authority to adjust that penalty. Which means that the City can do something different than \$100.00 as the penalty per day. However, the new City code will have to align with what NRS says about having more than 2 unregistered vehicles on a property. Mr. Mouritsen noted that NRS487 does have 6 exceptions to the code and that the City code would have to take

into account these exceptions. He summarized that the city is more restricted in what can be done with unregistered vehicles, and that it could change the penalty, but it would still be a civil matter.

Building Official Charity Birkel presented a slide show explaining definitions and the different code sections. She gave out a handout so attendees could take notes and write down ideas and suggestions. She asked that the handouts be returned so once both workshops are completed, they can get together with a working group and go through all the suggestions and recommendations that are received from the audience at the workshops taking into account the AB316 and NRS changes. The 4th Amendment was reviewed and clarified as to what the city can and cannot do.

Public Comment:

Fernley resident Delores Oberg stated that she would like to have no code and go by the Nevada State Law. The definition of junk has so many variables, especially if it is an income-producing way of living.

Fernley resident Dana Uhlhorn stated that he would like to see more exceptions for people who restore vehicles. One of the things that stops people from removing junk vehicles is that they have to be titled and when you buy a vehicle for parts it may not come with one. This ordinance will fine residents that want to get rid of the vehicle, but can't because they can't get a title. He suggested finding a way to allow DMV or Sheriff to come and verify that it is not stolen and then be issued some kind of a title so it can be taken away.

Fernley resident Becki Howlett stated she was concerned about the "concrete" on land.

Fernley resident Louie Parale wanted it clarified that there is a difference between unregistered and junk cars, stating that there are two issues: registered cars and junk cars.

Fernley resident MaryJo Bonno (zoom) would like to know how complaints are handled.

Fernley resident Jon Ringard would like to know how many complaints are put through each Ward; where do the penalty funds go; how much penalty funds have been collected; would like to change penalty amount; can penalty funds go to a fund to help remove vehicles that people want removed. He suggested changing penalty to \$100 per incident.

Councilwoman Zoberski asked for clarification on exemption for shops and also the penalties.

City Attorney Mouritsen stated that there are a couple of exemptions that might apply: 1) premises used by dealers, manufacturer or distributor or rebuilder, 2) premises used for farms, ranch, miner or repair shop, 3) classic and historic significant vehicles and horseless carriages.

Building Official Birkel stated that as far as the city goes there is nothing written about penalties, that is something that is going to have to be worked through. However, the legislation that was just passed states that it is up to \$100 a day, per vehicle, but it doesn't mean that is what the city has to do. She explained the purpose of the three strike penalties. She said the current policy her department takes the complaint, goes and gives the violator a yellow tag telling them that the vehicle has to be removed and an agreement is reached to move the vehicle. Current policy allows 15-day increments for the violation to be remedied, then the department visits the site 15 days later, and then 15 days later, at which point violators receive a citation.

Councilman Hanan stated that he did some research with DMV and there is a form called a VP018 that is an affidavit of non-operation. He asked if a registered non-operational vehicle classify as a registered vehicle.

He stated that there is a difference between taking a vehicle and restoring it, and parking a vehicle in front of your house or on your property and letting it decay and letting materials from that vehicle leak into the ground and contaminate the soil and create a hazard. He suggested that the intent is to accomplish something that does not affect the restoration of vehicles. Councilman Hanan asked that staff look at the loop-holes in 316 and to see if the city can find an area in town in a commercial district, a sort-of co-op, where people can jointly put those vehicles on a piece of property, and they obtain a license from the city to do that. He stated that the intention is to get into compliance and that dealing with the City of Fernley is going to be a lot easier than having to deal with the state, county or DMV, who may levy the maximum fine, and not give a grace period. The City will have much more flexibility within the municipal code to work with an individual for a lengthy period of time. He agreed with the comment of putting money into a fund to help people to deal with vehicles if they are not capable financially of having them removed.

City Attorney Mouritsen referenced 487.290, stating it has two license exceptions. That is 487.50, which is in regards to certain vehicles that are in the process of being scrapped or wrecked, and 487.410, which is for salvageable vehicles. He said that in 487.290 does not count as registered, but will have to look further into it.

Councilman Torres stated that these bills were passed by those that live in metropolitan areas without realizing the impact they were going to have on the rest of rural Nevada and leaving this in the state's hands will cause a disservice to the citizens of Fernley. In regards to lot size, he asked that there be an amendment to this law in session in two years.

Mayor McIntyre thanked the public for their comments.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None at this time.

4. PUBLIC FORUM

None at this time.

5. ADJOURNMENT

The next City Council meeting will be Wednesday, July 19, 2023, at 5:00 PM.

There being no further business to come before it, the Fernley City Council Workshop meeting adjourned at 6:13 PM.

Approved by the Fernley City Council on August 2, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JULY 19, 2023**

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Neal McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Planning Director Michele Rambo, Senior Planner Shay League, Building Official Charity Birkel, Public Works Director Barry Williams, Deputy City Manager Lydia Altick, City Engineer Derek Starkey, City Treasurer Denise Lewis.

1.2. Public Forum

Fernley resident Tammy Ditman would like to remind everyone to be polite during public forum and ask that the City Council be respectful to those that are presenting tonight.

Lyon County Commissioner Rob Jacobson stated that he has had calls about wells being dried up. He has reached out to the County Commission to get BOR to come to Lyon County Commission meeting and they have refused. He offered his assistance for anything he can do to help, including working together to get some information from BOR like timelines, cost over-runs, updates, etc. He stated that as of now, they are refusing to talk to the Lyon County Commission so any ideas would help.

1.3. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Approval) Approval of Business Licenses

2.3. (For Possible Action) Final subdivision map (FSM21003) for Donner Trails 12B.

Motion: MOVE TO APPROVE CONSENT AGENDA. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberiski, 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 Sheriff's Department Chief Deputy Mitch Branningham gave a monthly update. He stated that they have seen an increase of 40% in calls for services in Fernley and that they currently have 12 deputies

working the streets in Fernley. He noted that there was a structure fire on Saturday, July 15, 2023, in which they found a deceased person. He stated that there is an ongoing investigation, but investigators who responded to the incident have determined that it was a homicide, and a suspect is in custody. Chief Deputy Branningham announced that on August 1, the National Night Out will be held at the Out of Town Park from 4:00 PM to 8:00 PM and that the substation in Fernley will be doing a backpack drive on August 26.

Councilwoman Zoberski thanked the Sheriff's Department for the send-off of kids to the State Tournament.

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

Deputy City Manager Lydia Altick reported that the last interview had been conducted for the management analysis position.

Mayor McIntyre reported that the City manager position has been narrowed to 3 candidates who will appear before City Council on August 2nd for a final interview. He stated that the junk vehicle workshops went very well and the City is in the process of writing an ordinance that will be coming back to council for approval in a future meeting.

Councilwoman McKay stated she would like to see the list of candidates for city manager before the next interview.

4. PROCLAMATIONS BY THE MAYOR

Mayor McIntyre read the Proclamation for Ray Lacy and presented it to his wife and family.

5. PUBLIC HEARINGS

5.1. (For Possible Action) Tentative Subdivision Map application (TSM23001) from Wood Rodgers on behalf of Clements Ranching LLC to create 241 single-family detached lots on a site ±72.54 acres in size and generally located north of Farm District Road at the intersection of Clearwater Parkway (APN: 021-341-18).

Senior Planner Shay League reviewed the recommendations for TSM23001. She went over the original draft and staff recommended changes, which were handed out to the council.

Derek Kirkland gave a presentation that went over the Fernley housing market and how things are lining up and the Clements Ranch Tentative Map. He stated that the applicant held a neighborhood meeting on June 1, 2023. He explained that the development agreement that went before Council with the master plan zone changes is being honored with this tentative map. Mr. Kirkland said that the park is going to be built even if the flat field is not and that another concern that was heard from the neighbors is the cut through traffic. He stated that the developers are working with the city to have a collector road that would basically get people from Farm District Road to US 50. Should Clements Ranch Phase 1 move forward prior to the City completing their slated Red Rock Road improvements, the developer has executed a reimbursement agreement with the approval of the administrator, city attorney, city engineer, finance director, and public works director for the extension of Red Rock Road.

Councilwoman McKay expressed concern with the traffic on Farm District Road. She stated that Farm

District Road is a state highway, so the speed limit is governed by the State and she doubts that they will lower the speed limit.

Loren Chilson of Headway Transportation stated that the traffic counts were conducted in October 2021. They have factored in to account for the current year's of growth. She stated that the State will require that they connect directly across from Clearwater Way, which will be their preference based on their access management standards. She said the future years scenario on which everything is based is the 20-year horizon, which includes all the projects that are known about and background growth based on the city's comprehensive plan.

Councilwoman Zoberski asked for clarification on the options for the park: (1) have no park and use the funds that are received from the construction to go towards another one of our heavily used parks, (2) enter into a maintenance agreement with the developer to construct a park for the city to maintain, or (3) developer shall establish maintenance association for the upkeep and construction of the park. She asked if staff had seen the new wording for Condition 10. Also, how and if the school district was informed of the new project and how it would impact the surrounding schools.

Derek Kirkland stated that the park will be built one way or the other. The two options of design are (1) add a flat field. To add the flat field, there would have to be some sort of agreement with the city about how it is going to be operated and managed and some sort of shared maintenance responsibility, and option (2) if the city and the developer, at a later date, can't reach an agreement or the city decides to build a flat field somewhere else, the developer will design another park and will build it at a 100% of their cost and maintenance responsibility. The RCT language states that per NRS there is \$1,000.00 per unit; so there is \$241,000.00 generated in RCT funds for parks. He stated that, per NRS, the money has to stay in the area to service the development where it was generated. There are two options that the city has at this point, (1) they can spend those dollars at Autum Winds Park to it fix-up and serve Clements Ranch which is adjacent to it, or (2) the city could enter into a reimbursement agreement with the developer to let them use that to build a new park. Mr. Kirkland said that in regards to Condition 10, they have been working with the city on this language for a couple of weeks now to clarify how Red Rock Road will be handled. If the developer goes first, they will build it on behalf of the city so that the city doesn't build something and then the developers have to tear it out. He stated that iff Clements goes first, it makes sense to expedite that project. The language is to basically keep it so they don't end up where they have to come back for condition amendment because they can't physically build what the condition says.

Senior Planner Shay League stated that staff received the language that the developer has proposed for Condition 10. From their perspective, the construction expectations if Clements builds it is a 70 foot right-of-way and the construction expectations if the city builds it as originally planned, would be a 60 foot right-of-way. She agreed that if the developer were to go second, it would be a waste of money ripping up the 60 foot right-of-way. Stating that the language is a deviation from the City's standard of saying this is what we expect you to build.

City Engineer, Derek Starkey stated that there was a project that would connect to Red Rock road and the goal was to have minimal impact to the existing neighborhood which is on Red Rock Road. The Clemmens project was started before that project came forward and was scoped to provide a paved surface that would provide the fire department better response time. With this project, the traffic column is increased so that a wider right-of-way is going to be needed so you have space for turning lanes and a place for cars to wait to get onto US 50. Mr. Starkey said that there is a lot of development projects in that area, so it might be better

to have some flexibility.

Mayor McIntyre stated that anytime a new subdivision is proposed, that the school district and board of trustees are always informed. The district office usually responds as far as how it is going to affect the school's population.

Councilman Ryan Hanan asked about the clarification on shared responsibility of the park. If it is a shared responsibility, then the city has access to schedule events and leagues, but if it is not a shared responsibility and the developer takes that on through their own maintenance agreement, then it is open to the public.

Public comment

Fernley resident Tammy Ditman expressed concern about the funding for the upkeep of the park through a LMA. She stated that every couple years you need to do a reserve study to find out how much you need to charge to the residents to have enough money in your funds and you have to keep a certain portion of those funds otherwise the state can take over if you don't have enough funds in your reserve.

Fernley resident Kathern Coates expressed concern about the traffic and is appalled at what the city is getting ready to do to Farm District Road.

Motion: MOVE TO APPROVE THE TENTATIVE SUBDIVISION MAP FOR CLEMENTS RANCH ASSOCIATED WITH TPM23001 BASED ON APPROVAL CRITERIA TM1 THROUGH TM11 AND THE FACTS SUPPORTING THESE CRITERIA AS SET FORTH IN THE STAFF REPORT. I FURTHER RECOMMEND ADOPTION OF CONDITIONS OF APPROVAL 1 THROUGH 32 WITH THE EXCEPTION OF NUMBER 10 WHICH I WOULD LIKE TO HAVE THE OTHER ONE FROM WOOD ROGERS SUBSTITUTED FOR NUMBER 10. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

6. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

6.1. Possible action regarding a future agenda item to discuss ideas for improving the Green Valley Dog Park. (Hanan's request)

Councilman Ryan Hanan discussed replacement of turf or replacement to relieve dirt and dust.

Mayor Neal McIntyre requested that this be brought back at the August 16, 2023, meeting.

Public Works Director Barry Williams would like to know specifically what the council would like him to look into.

Councilman Hanan stated that the previous presentation showed that there was turf before and the concern was the turf and the mud and the overall look of where the turf was before. There were concerns about the overuse in some areas that prevented turf from growing. He stated that he would like just a finishing touch to bring it back to the standard that it was in regards to turf and ground cover.

Mayor Neal McIntyre stated that they were asked to go half turf and some type of material that would not get muddy, like DG or some type of pea gravel.

Councilman Albert Torres suggested sitting down with the gentlemen who suggested a non-profit on making the improvements he was talking about.

Motion: MOTION TO BRING BACK THIS ITEM AT THE AUGUST 16, 2023, MEETING. **Action:** , **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5 **Yes:** Councilman Lau, Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Discuss ideas for improving the Green Valley Dog Park.

Councilwoman Fran McKay would like (1) to have the sound in the chamber looked at to make it better for everyone in the chamber to hear, (2) looking for sidewalks on Jenny's Lane from Farm District Road to Reese River Road, (3) need information to discuss special assessment districts.

8. PUBLIC FORUM

None at this time.

9. ADJOURNMENT

The next meeting will be August 2, 2023, at 5:00 PM.

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:45 PM.

Approved by the Fernley City Council on August 2, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origation date = 7/12/2023-07/27/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
SNM Landscaping	Nelson Moreno	161 Rosecrest Dr	Fernley	NV	89408	775-433-9492	Lawn Care & Tree Servic	Yard maintenance/cleaning tre
Reynolds Photography	Victory Reynolds	546 Wedge Ln	Fernley	NV	89408	775-430-7508	Photography	Photography
Future Fire Protection, Inc.	David Semas	2757 Dome Ct.	Sparks	NV	89436	775-336-9878	Contractor	Fire Sprinkler Systems Contrac
Arrowhead Underground LLC	Joseph Seamons	3485 Drayer Ln	Fernley	NV	89408		Engineering Services	Mining engineering services
WSB Electric, Inc.	Kenneth Williams/Kyl	11880 Ocean View Drive	Sparks	NV	89441	855-729-7652	Contractor	Electrical & Solar Contractor #
Sun Source Energy	Sean Crotty / Josh Cr	5580 W Flamingo Rd #101	Las Vegas	NV	89103	702-413-6649	Contractor	Solar System Contractor #887
Carniceria El Pariente, LLC	Gabino Chavez	1030 Inglewood Dr Ste 110	Fernley	NV	89408	775-287-0344	Mobile Vendor	Mobile Food Vendor
Premier Mortgage Resources, L.L.	Managing Member,	90 W. Main Street Suite B	Fernley	NV	89408	208-626-0606	Financial Services	Residential Mortgage Lender
Faneu	Managing Member,	1380 US Highway 95A North	Fernley	NV	89408	775-399-2680	Restaurant/Fast Food/Fo	Take and bake pizza
Thunder-Electric LLC	Richard A. Pittman	4 Camelot Acres Lane	Yerington	NV	89447	775-546-3363	Contractor	Electrical Contractor #88835A,
Big Tuna Construction	Daniel Hesse	6121 Lakeside Drive, Unit 10	Reno	NV	89511	530-305-4646	Contractor	Construction/Gen Eng Contrac
Wickware LTD	Christopher Wickwar	1810 Lake Ave.	Silver Springs	NV	89429	775-450-6921	Contractor	Structural Steel Contractor #87
Demetrio Gonzalez Trujillo, Inc	Demetrio Gonzalez	1510 E. Newlands Dr. Ste 3	Fernley	NV	89408	775-250-8693	Restaurant/Fast Food/Fo	Fruit snacks and refreshments
Gillespie Group LLC	Gillespie, Katie	45 South Hwy 95A	Fernley	NV	89480	775-636-0964	Real Estate	Real Estate
Heartfelt Engineering LLC	Christopher Molts	540 Cottonwood Lane	Fernley	NV	89408	775-546-5582	Engineering Services	Engineering office
Grand Totals:								
15								

Report Criteria:

License.Status = "Active"

Business.Origation date = 7/12/2023-07/27/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 2, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-617

520-810-617

510-840-617

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to Approve the award of the 2023-2024 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the bulk price per lbs. listed in the submitted bid document for each chemical supplied.

AGENDA ITEM BRIEF:

This is an annual contract award for Chemical Supplies to various Public Works facilities. This contract is renewed on an annual basis and helps the City to lock in prices for the year and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS and one responsible bid was received.

RECOMMENDED MOTION:

"I move to approve the award of the 2023-2024 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the bulk price per lbs. listed in the submitted bid document for each chemical supplied."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may deny the award of this contract and provide further direction.

BACKGROUND:

This is a contract award for the supply of chemicals for the Public Works Department. The scope of this contract will include the supply and delivery of various chemicals to various Public Works facilities.

Chemicals are required for the treatment and distribution of water and wastewater. Wastewater uses sodium hypochlorite as a final disinfectant for treated effluent leaving the plant. Water distribution uses sodium hypochlorite at the wellheads to begin the treatment process for drinking water. The Water Treatment Plant uses sodium hypochlorite, ferric chloride, sodium hydroxide, and citric acid in its treatment process and operation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.039 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:

Approved in the FY 2023-2024 Enterprise Fund budget cycle

ATTACHMENTS:

1. 2023-2024 Chem. Supp. BID Opening Table
2. 2023-2024 Chem. Supp. Bid Packet



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: August 2, 2023

REPORT TO: Mayor and City Council

REPORT THRU: Lydia Altick, Acting City Manager

REPORT FROM: Barry Williams, Public Works Director

REVIEWED BY: Aaron Mouritsen, City Attorney

REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-810-617
520-810-617
510-840-617

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

AGENDA ITEM: Possible action to Approve the award of the 2023-2024 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the bulk price per lbs. listed in the submitted bid document for each chemical supplied.

Agenda Item Brief: This is an annual contract award for Chemical Supplies to various Public Works facilities. This contract is renewed on an annual basis and helps the City to lock in prices for the year and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS and one responsible bid was received.

Recommended Motion:

"I move to approve the award of the 2023-2024 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the bulk price per lbs. listed in the submitted bid document for each chemical supplied."

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

See attached report for background, analysis, alternatives.

ALTERNATIVES: The City Council may deny the award of this contract and provide further direction.

BACKGROUND:

This is a contract award for the supply of chemicals for the Public Works Department. The scope of this contract will include the supply and delivery of various chemicals to various Public Works facilities.

Chemicals are required for the treatment, distribution of water and wastewater. Wastewater uses sodium hypochlorite as a final disinfectant for treated effluent leaving the plant. Water distribution uses sodium hypochlorite at the wellheads to begin the treatment process for drinking water. The Water Treatment Plant uses sodium hypochlorite, ferric chloride, sodium hydroxide, and citric acid in its treatment process and operation.

PRIOR COUNCIL ACTION

July 20, 2022, Possible Action to award 2022-2023 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. in an amount not to exceed the bulk price per lbs. listed in the submitted bid document for each chemical supplied. **Motion Passed.**

August 4, 2021, Possible Action to award 2021-2022 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. in an amount not to exceed the bulk price per gallon listed in the submitted bid document for each chemical supplied. **Motion Passed.**

June 20, 2018, Possible award of 2018-2020 bi-Ennial chemical supplier contract to Thatcher Company of Nevada, Inc. **Motion passed.**

LEGAL IMPLICATIONS:

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

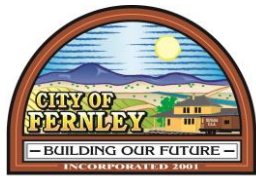
Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, and the Lyon County News Leader on 5/26, 6/2, and 6/16/2023 with a closing date of 6/28/2023. We received four (4) bid proposals. The apparent low responsible bidder is Thatcher Company of Nevada. The bid summary is as follows:

- 1. Thatcher Company of Nevada, Inc.**
 - Sodium Hypochlorite: \$0.4100/lbs.
 - Ferric Chloride: \$0.3700/lbs.
 - Sodium Hydroxide: \$0.2150/lbs.
 - Citric Acid: \$1.3900/lbs.
 - Total Price/gallon: \$2.3850/lbs.

Thatcher Company of Nevada, Inc. was the lowest responsible bid received for the Annual Chemical Supplier Contract.

ATTACHMENTS:

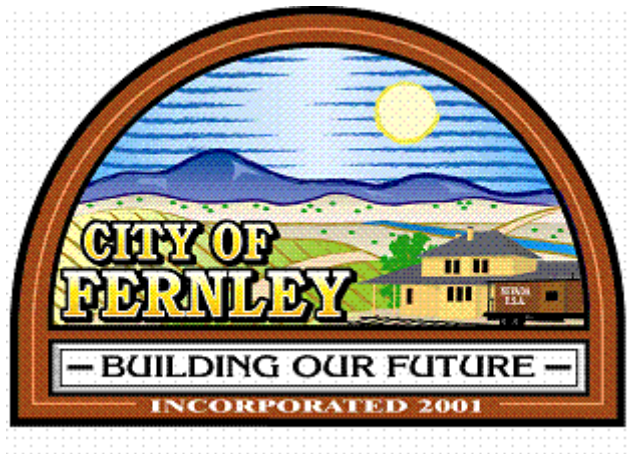
- 1.) Bid Opening Table
- 2.) Bid Specifications



**2023-2024 Annual Chemical Supplier Contract
City of Fernley – Public Works Department
Bid Opening June 28, 2023, 3:00 PM**

Name of Bidders	Total / gallon	Sodium Hypochlorite	Ferric Chloride	Sodium Hydroxide	Citric Acid	Total Annual
Pencco, Inc.		No Bid	0.33/lb.	No Bid	No Bid	No Bid
Thatcher Company of Nevada, Inc.		0.4100/lb.	0.3700/lb.	0.2150/lb.	1.3900/lb.	\$2.3850/lb.
Univar Solutions USA, Inc.						No Bid
Kemira Water Solutions		No Bid	0.32/lb	No Bid	No Bid	No Bid

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



**2023-2024
CHEMICAL SUPPLIER
CONTRACT**

BID OPENING: June 28th, 2023, at 3:00 pm

To Supply Service from July 1, 2023 – June 30, 2024

TABLE OF CONTENTS

<u>ADVERTISEMENT FOR PROPOSALS</u>	<u>3</u>
<u>INFORMATION FOR BIDDERS</u>	<u>4</u>
<u>PREPARATION OF BID</u>	<u>4</u>
<u>SUBMISSION OF BIDS:</u>	<u>4</u>
<u>NO BID-NO RESPONSE:</u>	<u>4</u>
<u>WITHDRAWAL OF BIDS</u>	<u>5</u>
<u>LATE BIDS</u>	<u>5</u>
<u>AWARD OF CONTRACT</u>	<u>5</u>
<u>DEFAULT OF CONTRACT</u>	<u>5</u>
<u>APPEAL OF UNSUCCESSFUL BIDDER</u>	<u>5</u>
<u>APPENDIX A SPECIFICATIONS</u>	<u>7</u>
<u>APPENDIX B CONTRACT</u>	<u>10</u>

ADVERTISEMENT FOR BIDS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2023-2024 **ANNUAL** Chemicals Supplier Contract at 595 Silver Lace Blvd, Fernley, NV 89408. Bids must be **received** by **June 28th, 2023**, Bids will be opened at 3:00 PM.

The contract consists of supplying the City with the Sodium Hypochlorite (NaOCl) 12.5% Solution, Ferric Chloride (FeCl₃) 40-42% Solution, Sodium Hydroxide (NaOH) 20-25% Solution, Citric Acid 50% Solution, from July of 2022 until June of 2023.

Bids will be accepted on a **bulk rate** (i.e., \$ per pound) basis. Bulk rate shall include any miscellaneous charges such as minimal hourly charges, travel charges and/or mobilization/demobilization charges. The bids shall be reviewed and selected based on the bulk rate and annual cost.

No proposal will be accepted from a Supplier who is not licensed for this type of work in accordance with the applicable Nevada Revised Statutes. A Statement of Qualifications shall be included with the bid packages.

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department via mail or e-mail by calling 775-784-9914.

The OWNER reserves the right to reject any or all bids and to waive minor irregularities in any bid or in the bidding process. No bidder may withdraw their bid within **thirty (30) days** after the actual date of the opening thereof.

Barry Williams, Acting Public Works Director

Publish: 5/26; 6/2; 6/9; 6/16 in RGJ and RGJ.COM

Publish: 5/31, 6/7, 6/14, 6/21 Lyon County News Leader

INFORMATION FOR BIDDERS

1 PREPARATION OF BID

- a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.
- b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the Public Works Department as soon as possible so that corrective addenda may be furnished to all bidders.
- c. The bidder shall sign, print or type the bidding firm's name on his bid and each continuation sheet on which he makes an entry. The person signing the bid must be a properly authorized representative of the bidding firm.
- d. The signer of the bid must initial erasures or other changes.
- e. Alterations, modifications or variations to this bid may not be considered unless authorized by the invitation or by addendum.
- f. When a unit price is requested such unit price shall be shown and shall include packing unless otherwise specified.
- g. Bidders are urged to proofread their bids carefully for any errors.
- h. In the event of an error in extension, unit price shall prevail.
- i. The price(s) and amount of this bid must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, bidder or potential bidder. Complementary bids are illegal and prohibited.
- j. No attempt may be made at any time to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid. All bids must be made in good faith and without collusion.
- k. Bidders understand and acknowledge that the representations above are material and important and shall be relied on by the City of Fernley in awarding the contract(s) for which this bid is submitted. Any misrepresentation hereinabove is and shall be treated as fraudulent concealment from the City of Fernley of the true facts relating to the submission of bids for this contract.
- l. All day references are calendar days.

2. SUBMISSION OF BIDS

- a. Bids from employees of the City of Fernley shall NOT be considered.
- b. Bids and addenda thereto shall be enclosed in sealed envelopes, marked as indicated in the invitation to bid, addressed to the City of Fernley Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 with the name and address of the bidder, date of opening on the face of the envelope. Telegraph, telephone, facsimile bids, or bids post marked after the bid date, will NOT be considered.

3. NO BID-NO RESPONSE

- a. Three "No Bids/No Responses" will automatically remove your name from any mailing list.

4. WITHDRAWAL OF BIDS

- a. Bids may be withdrawn only by written notice, received prior to the bid opening time.
- b. Withdrawals received after the bid opening time shall not be considered.

5. LATE BIDS

- a. Bids received after the advertised bid deadline shall not be considered.

6. AWARD OF CONTRACT

- a. The contract shall be awarded to that responsible bidder whose bid conforms to the Invitation and whose bid is most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any and all bids.
- c. The City may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.
- d. Successful bidder must sign and enter into a General Services Contract (Exhibit B) with the City of Fernley for a period not less than one year.
- e. Invoices issued as a result of this bid shall be processed for payment as each service and/or material is supplied to the City of Fernley.

7. DEFAULT OF CONTRACT

- a. In case of default of the contractor, the City may procure the articles or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- b. If public necessity requires that use of materials or supplies not conforming to the specifications, they may be accepted, and payment therefore shall be made at a proper adjustment in price.
- c. Default by the bidder in any manner including failure or refusal to furnish any item or items at the price AND/OR TIME specified in the bid shall be considered cause for the Council, to remove the bidder from the approved bidders list for not less than 6 months not more than one year.

8. APPEAL BY UNSUCCESSFUL BIDDER

- a. Any unsuccessful bidder may file a notice of appeal within 10 days of award as entered on the bid record by post bond with good and solvent surety in an amount equal to 25 percent of the successful bid submitted. A bond must be furnished by a surety authorized to do business in the State of Nevada. The notice of appeal must include a written statement of the issues to be addressed on appeal. Within 20 days after receipt of the notice of appeal, the Fernley City Council shall hold an informal hearing on the appeal and may cancel the award based on the finding that the bid was incorrectly awarded. Any such cancellation requires re-advertising for bids and new award under the provisions of NRS Chapter 332. Notice of the hearing on the appeal shall be provided to both the successful bidder and the unsuccessful bidder filing the protest by mailing a certified letter to each party at least 10 days prior to the scheduled date of the hearing. The time and place for the meeting shall be at the sole discretion of the City Council. The format for the council meeting to hear the appeal shall be conducted in a manner satisfactory to the chair of the City Council. The successful bidder and the

unsuccessful bidder as well as City staff will be allowed to be heard and present information as directed by the chair.

- b. The City Council may withhold an amount from the bond posted by the unsuccessful bidder to cover the costs incurred by the Council in hearing the appeal if the original decision to award is upheld. The amount is at the discretion of the City Council. If the appeal is upheld and the award is canceled, the bond posted with the notice of appeal will be returned to the person who posted the bond.
- c. The decision and finding of the City Council is final and all further disputes regarding the matter of the award or amount withheld from the bond to cover the costs of hearing the appeal shall be resolved in a court of competent jurisdiction.
- d. Any notice of appeal under the provisions of this section operates as a stay of action in relation to any contract under such award until a determination is made by the City Council following the informal hearing prescribed herein. Such stay of action will be lifted if the Council rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of competent jurisdiction.

APPENDIX A: SPECIFICATIONS

The work consists of supplying the City of Fernley with the chemicals described below on an as-needed basis through one of the following two methods:

- 1) Suppliers will provide chemical stocking as directed by the Public Works Department. The estimated chemical quantities and historical usage are listed below. Due to any unforeseen circumstances Public Works will not guarantee a minimum chemical usage or frequency.
- 2) Supplier will provide chemicals on an as-needed basis when contacted by the Public Works Department. Supplier will provide chemicals within three (3) business days from being contacted by Public Works. The minimum and maximum quantities will be provided by Public Works.

The City's Chemical Inventory to be supplied will consist of the following:

Sodium Hypochlorite (NaOCl) at 12.5% Solution	
Site Breakdown:	Site Capacity:
Well 4	665 lbs.
Well 11	665 lbs.
Well 13	540 lbs.
Well 14	540 lbs.
NE Booster	665 lbs.
EWWTTP	1730 lbs.
Water Treatment Plant	26,600 lbs.
<i>WTP summary of historical usage: approximately 10 deliveries annually, average of 2000 gallons (2,660 lbs.) per delivery</i>	
Ferric Chloride (FeCl₃) at 40-42% Solution	
Site Breakdown:	Site Capacity:
Water Treatment Plant	237,200 lbs.
<i>Summary of historical usage: approximately 7 deliveries annually, 4200 gallons (49,812 lbs.) per delivery</i>	
Sodium Hydroxide (NaOH) at 20-25% Solution	
Site Breakdown:	Site Capacity:
Water Treatment Plant	210,000 lbs.
<i>Summary of historical usage: Approximately 2000 gallons (20,900 lbs.) per year average</i>	
Citric Acid at 50% Solution	
Site Breakdown:	Site Capacity:
Water Treatment Plant	277,000 lbs.
<i>Summary of historical usage: 1 delivery annually, 3000 gallons (41,400lbs.) for delivery</i>	

Chemical Usage

and Frequency

may decline during off-peak months and may increase during on-peak months.

**Additional chemicals may be added to this list at any time.

***Site location map is attached.

Bids will be accepted on a **bulk rate** (i.e., \$ per pound) basis. Bulk rate shall include any miscellaneous charges such as minimal hourly charges, travel charges and/or mobilization/demobilization charges. The bids shall be reviewed and selected based on the bulk rate.

No proposal will be accepted from a Chemical Supplier who is not able to provide at the frequencies listed within the specifications of this advertisement.

All bids must be submitted on the below bid tab, signed and dated by the bid preparer.

Chemical Supplied	Bulk Price Per Pound
Sodium Hypochlorite (NaOCl) at 12.5% Solution	\$_____ per pound
Ferric Chloride (FeCl ₃) at 40-42% Solution	\$_____ per pound
Sodium Hydroxide (NaOH) at 20-25% Solution	\$_____ per pound
Citric Acid at 50% Solution	\$_____ per pound
Total	\$_____ per pound

I certify I/We the undersigned can guarantee the above quoted prices for a period of one year, starting July 2023 until June 2024.

Signature of Bid Preparer

Company Name

Date

Chemical Delivery Locations for the City of Fernley Public Works Department



APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

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

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

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

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

10. **CONTRACT TERMINATION.**

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

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

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

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

13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley

COF

CTR

595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

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

Commercial General Liability Insurance:

- 1) Minimum Limits required:

<u>\$1,000,000</u>	General Aggregate
<u>\$1,000,000</u>	Products & Completed Operations Aggregate
<u>\$1,000,000</u>	Personal and Advertising Injury
<u>\$1,000,000</u>	Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

Professional Liability Insurance:

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

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

Umbrella or Excess Liability Insurance:

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

COF

CTR

Commercial Crime Insurance:

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

COF

CTR

Performance Security:

- 1) Amount required: \$ **0.00**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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

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

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

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

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

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

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

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

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

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as

amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY ATTORNEY

City of Fernley

Brandi Jensen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

BRANDI JENSEN

DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Public Works Director

BARRY WILLIAMS, ACTING PUBLIC WORKS DIRECTOR

DATED this ____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL MCINTYRE, MAYOR

DATED this ____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20__.

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 2, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-423

520-810-423

510-840-423

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve award of the 2023-2025 Bi-Ennial Analytical Support contract to SGS Silver State Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document.

AGENDA ITEM BRIEF:

This is a Bi-Ennial contract award to provide laboratory testing services to the City of Fernley. The City is required by the State to sample and test water and wastewater in accordance with its permits. This contract is renewed on a bi-ennial basis and helps the City to "lock in" prices for the year and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS.

RECOMMENDED MOTION:

"I move to approve award of the of 2023-2025 Bi-Ennial Analytical Support Contract to SGS Silver State Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may deny the award of this contract and provide further direction to staff.

BACKGROUND:

This is a Bi-Ennial contract award for analytical support for the City of Fernley. This can include such things as Arsenic samples for the Water Treatment Plant, and fecal samples for the East Wastewater Treatment Plant.

- Work consists of supplying laboratory services on all water and wastewater samples for compliance with State of Nevada and EPA monitoring requirements.

1. Contract allows SGS Silver State Analytical Laboratories to perform the needed testing on our water and wastewater samples required by the State of Nevada and/or Federal EPA.
2. Contract also allows SGS Silver State Analytical Laboratories to pick up samples for a minimal price.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.039 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:

Approved in the 2023-2024 Enterprise Fund Budget Cycle.

ATTACHMENTS:

1. 2023-2025 Biennial Analytical Support Bid Opening Table
2. Bid Packet 2023-2024 Biennial Analytical Support Contract



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: August 2, 2023

REPORT TO: Mayor and City Council

REPORT THRU: Lydia Altick, Acting City Manager

REPORT FROM: Barry Williams, Public Works Director

REVIEWED BY: Aaron Mouritsen, City Attorney

REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-810-423
520-810-423
510-840-423

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

AGENDA ITEM: (Possible action) to approve award of the 2023-2025 Bi-Ennial Analytical Support contract to SGS Silver State Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document.

Agenda Item Brief: This is a Bi-Ennial contract award to provide laboratory testing services to the City of Fernley. The City is required by the State to sample and test water and wastewater in accordance with its permits. This contract is renewed on a bi-ennial basis and helps the City to "lock in" prices for the year and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS.

Recommended Motion:

"I move to approve award of the of 2023-2025 Bi-Ennial Analytical Support Contract to SGS Silver State Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document."

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

See attached report for background, analysis, alternatives.

ALTERNATIVES: The City Council may deny the award of this contract and provide further direction to staff.

BACKGROUND:

This is a Bi-Ennial contract award for analytical support for the City of Fernley. This can include such things as Arsenic samples for the Water Treatment Plant, and fecal samples for the East Wastewater Treatment Plant.

Work consists of supplying laboratory services on all water and wastewater samples for compliance with State of Nevada and EPA monitoring requirements.

1. Contract allows SGS Silver State Analytical Laboratories to perform the needed testing on our water and wastewater samples required by the State of Nevada and/or Federal EPA.
2. Contract also allows SGS Silver State Analytical Laboratories to pick up samples for a minimal price.

PRIOR COUNCIL ACTION

August 4, 2021, Possible action to approve award of the 2021-2023 Bi-Ennial Analytical Support contract to Western Environmental Testing Laboratory (WETLAB) for an amount not to exceed the unit price per test listed in the submitted bid document.

Motion Passed.

June 5, 2019, Possible Action to approve award of laboratory services Bi-Ennial contract to Western Environmental Testing Laboratory (WETLAB)

Motion Passed.

LEGAL IMPLICATIONS:

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

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, and the Lyon County News Leader on 5/26/, 6/21, 6/16/2023. Closing Date 06/28/2023. We received two (2) bid proposals. The apparent low responsible bidder is SGS Silver State Analytical Laboratories.

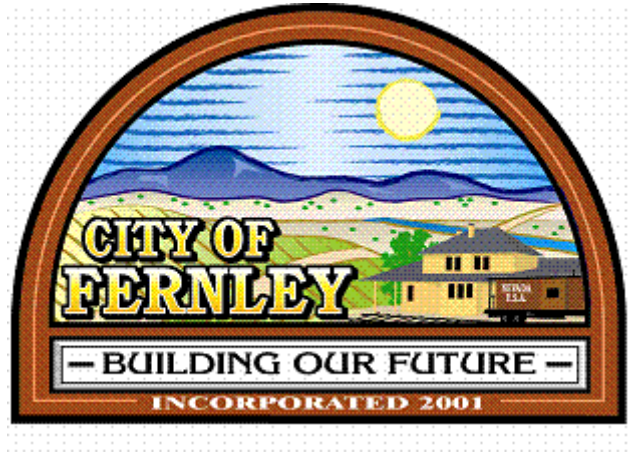
FINANCIAL IMPLICATIONS: Approved in the 2023-2024 Enterprise Fund Budget Cycle

ATTACHMENTS:

- 1.) Bid opening Table
- 2.) Bid Specifications

2023-2025 Analytical Support Contract Bid Table		
Bidders :	SGS Silver State Analytical Laboratories	WETLAB RFP
Price Per Test		
Arsenic	\$18	\$23
Alkalinity, Total	\$25	\$19
E.coli P/A	\$22	\$28
Gross Alpha Radiological	\$150	\$97
Haloacetic Acids	\$155	\$189
Hardness	\$36	\$34
Lead and Copper	\$36	\$46
Radium 226	\$190	\$282
Radium 228	\$190	Included
Sodium	\$18	\$19
SVOC (ML525) (EPA 525)	\$290	\$234
Tri-halomethane	\$115	\$126
VOC (VOASDWA) (EPA 524.2)	\$150	\$169
IOC Phase II and V	\$245	\$347
IOC Secondaries	\$185	\$378
Calcium	\$18	\$19
SOC's Phase II and V	\$1,200	\$1,350
Radon	\$175	\$193
Cryptosporidium Concentration	\$410	\$585
Guardia Lamblia Concentration	\$410	Included
Water Total Sample Cost	\$4,038	\$4,138
Sewer Samples:		
Ammonia-N	\$30	\$32
BOD-5	\$37	\$52
BOD-5 Inhibited	\$37	\$52
Fecal Coliform	\$40	\$47
Fjeldahl Nitrogen	\$35	\$50
Nitrate-N	\$20	\$19
pH	\$15	\$13
Phosphorus-Total	\$32	\$25
pH Temperature	N/A	NC
Suspended Solids	\$20	\$19

Total Dissolved Solids	\$20	\$19
Total Nitrogen as N	\$55	\$88
Sewer Total Sample Costs	\$341	\$416
Sewer Meter Analysis:		
Oil and Grease	\$80	\$101
Zinc	\$18	\$19
Phenols	\$95	\$178
TPH Pureable	\$75	\$95
TPH Extractable	\$75	\$95
Total Meter Vault Costs	\$343	\$488
Additional Costs	Recoverable metals digestion: \$20	
Water and Sewer same day pick up	\$25	NC if PU is on Wed
Water and Sewer if separate day pick up	\$35	\$113.00 per trip
Bid Totals	\$4,722	\$5,042



**2023-2025
BIENNIAL ANALYTICAL SUPPORT
CONTRACT**

BID OPENING: June 28th, 2023, 3:00 P.M

To Supply Service from July 1, 2023 – June 30, 2025

TABLE OF CONTENTS

Advertisement for Proposals	3
Information for Bidders	4
Preparation of Bid	4
Submission of Bids	4
No-Bid-No Response	5
Withdrawal of Bids	5
Late Bids	5
Award of Contracts	5
Bidder's Preference	5
Default of Contract	5
Appeal by Unsuccessful bidder	6
Appendix A-Specifications	7
Contract	11
Acknowledgement	25

ADVERTISEMENT FOR BIDS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2023-2025 Biennial Analytical Support Contract, at the office of the City of Fernley, 595 Silver Lace Blvd, Fernley, NV until **Wednesday, June 28th, 2023**. Bids will be opened at 3:00 P.M.

The Scope of Work consists of:

The comprehensive analytical support for the City's Water and Wastewater systems. The complete description of analytical support required is described in the technical specifications of the bid package. All submitting laboratories be currently licensed and maintain laboratory certifications from the State of Nevada, Division of Environmental Protection, Bureau of Water Quality Planning, and Environmental Laboratory Services. A copy of your current certification shall be provided with the proposal package.

Proposals will be accepted on a material unit cost basis. Proposals shall also include any miscellaneous charges such as minimal hourly charges travel charges, and/or mobilization/demobilization charges. The bids must include individual costs per specific item. The bids shall be reviewed and selected based on the total annual cost. Proposals must be submitted on the City of Fernley Bid Table.

No proposal will be accepted from a Contractor who is not licensed for this type of work in accordance with the applicable Nevada Revised Statutes. A Statement of Qualifications shall be included with the bid packages. No proposal will be accepted from a Material Supplier who is not able to provide all the materials listed within the bid package.

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 or contact Public Works Department at 775-784-9914.

The OWNER reserves the right to reject any or all bids and to waive minor irregularities in any bid or in the bidding process. No bidder may withdraw their bid within **thirty (30) days** after the actual date of the opening thereof.

Barry Williams, Acting Public Works Director

Publish: 5/26; 6/2; 6/9; 6/16 in RGJ and RGJ.COM

Publish: 5/31, 6/7, 6/14, 6/21 Lyon County News Leader

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

- a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.
- b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the Public Works Department as soon as possible so that corrective addenda may be furnished to all bidders.
- c. The bidder shall sign, print, or type the bidding firm's name on his bid and each continuation sheet on which he makes an entry. The person signing the bid must be a properly authorized representative of the bidding firm.
- d. The signer of the bid must initial erasures or other changes.
- e. Alterations, modifications, or variations to this bid may not be considered unless authorized by the invitation or by addendum.
- f. When a unit price is requested such unit price shall be shown and shall include packing unless otherwise specified.
- g. All equipment or supplies shall be new and of the manufacturer's current model unless otherwise specified.
- h. Bidders are urged to proofread their bids carefully for any errors.
- i. The use of the name of a manufacturer or of a model (product) in the specifications does not restrict bidders to that manufacturer's product in the specifications does not restrict bidders to that manufacturer's product or equipment. This method is used merely to indicate the particular type, design, character, or quality of the article desired. Bids will be considered on products of other manufactures and on other models provided they conform to the requirements specified.
- j. In the event of an error in extension, unit price shall prevail.
- k. The price(s) and amount of this bid must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other contractor, bidder, or potential bidder. Complementary bids are illegal and prohibited.
- l. No attempt may be made at any time to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid. All bids must be made in good faith and without collusion.
- m. Bidders understand and acknowledge that the representations above are material and important and shall be relied on by the City of Fernley in awarding the contract(s) for which this bid is submitted. Any misrepresentation hereinabove is and shall be treated as fraudulent concealment from the City of Fernley of the true facts relating to the submission of bids for this contract.
- n. All day references are calendar days.

2. SUBMISSION OF BIDS:

- a. Bids from employees of the City of Fernley shall NOT be considered.
- b. Bids and addenda thereto shall be enclosed in sealed envelopes, marked as indicated in the invitation to bid, addressed to the City of Fernley Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 with the name and address of the bidder, date of opening on the face of the envelope. Telegraph, telephone, facsimile bids, or bids post marked after the bid date, will NOT be considered.

3. NO BID-NO RESPONSE:

- a. Three "No Bids/No Responses" will automatically remove your name from any mailing list.

4. WITHDRAWAL OF BIDS:

- a. Bids may be withdrawn only by written notice, received prior to the bid opening time.
- b. Withdrawals received after the bid opening time shall not be considered.

5. LATE BIDS:

- a. Bids received after the advertised bid deadline shall not be considered.

6. BIDDER'S PREFERENCE:

- a. Per NRS 338.13844, if the company submitting this bid is owned by a veteran with a service-connected disability, the bid shall be deemed to be five (5) percent lower than the bid price actually submitted. Companies that meet this bidder's preference as outlined in NRS 338.13844 shall submit proof of eligibility of the preference with the bid package. The preference may not be combined with any other preference.

7. AWARD OF CONTRACT:

- a. The contract shall be awarded to that responsible bidder whose bid conforms to the Invitation and whose bid is most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any and all bids.
- c. The City may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.
- d. A signed City of Fernley purchase order, mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the bid, is a binding contract without further action by either party.
- e. Successful bidder must sign and enter into a Contract for Services of Independent Contractor (**Appendix B**) with the City of Fernley for a period not less than one year.
- f. Invoices issued as a result of this bid shall be processed for payment as each service and/or material is supplied to the City of Fernley.

8. DEFAULT OF CONTRACT:

- a. In case of default of the contractor, the City may procure the articles or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- b. If public necessity requires that use of materials or supplies not conforming to the specifications, they may be accepted, and payment therefore shall be made at a proper adjustment in price.
- c. Default by the bidder in any manner including failure or refusal to furnish any item or items at the price AND/OR TIME specified in the bid shall be considered cause for the Council, to remove the bidder from the approved bidders list for not less than 6

months not more than one year AND retain the bid security posted for the contract (if required by the bid).

9. APPEAL BY UNSUCCESSFUL BIDDER

- a. Any unsuccessful bidder may file a notice of appeal within 10 days of award as entered on the bid record by post bond with good and solvent surety in an amount equal to 25 percent of the successful bid submitted. A bond must be furnished by a surety authorized to do business in the State of Nevada. The notice of appeal must include a written statement of the issues to be addressed on appeal. Within 20 days after receipt of the notice of appeal, the Fernley City Council shall hold an informal hearing on the appeal and may cancel the award based on the finding that the bid was incorrectly awarded. Any such cancellation requires re-advertising for bids and new award under the provisions of NRS Chapters 332 and/or 338 as applicable. Notice of the hearing on the appeal shall be provided to both the successful bidder and the unsuccessful bidder filing the protest by mailing a certified letter to each party at least 10 days prior to the scheduled date of the hearing. The time and place for the meeting shall be at the sole discretion of the City Council. The format for the council meeting to hear the appeal shall be conducted in a manner satisfactory to the chair of the City Council. The successful bidder and the unsuccessful bidder as well as City staff will be allowed to be heard and present information as directed by the chair.
- b. The City Council may withhold an amount from the bond posted by the unsuccessful bidder to cover the costs incurred by the City in hearing the appeal if the original decision to award is upheld. The amount is at the discretion of the City Council. If the appeal is upheld and the award is canceled, the bond posted with the notice of appeal will be returned to the person who posted the bond.
- c. The decision and finding of the City Council is final and all further disputes regarding the matter of the award or amount withheld from the bond to cover the costs of hearing the appeal shall be resolved in a court of competent jurisdiction.
- d. Any notice of appeal under the provisions of this section operates as a stay of action in relation to any contract under such award until a determination is made by the City Council following the informal hearing prescribed herein. Such stay of action will be lifted if the Council rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of the State of Nevada, (*per Section 28 of the attached Standard Form Contract*).

APPENDIX A--SPECIFICATIONS

The work consists of providing the City of Fernley analytical testing for our municipal water and wastewater systems on an as-needed basis through any of the following three ways:

- 1) Testing Firm will provide standard scheduled courier service from Fernley to their location.
- 2) Testing Firm will provide analytical testing support on an as needed basis when contacted by the Public Works Department. Non-scheduled support may require after hours drop-off and emergency analysis with specified turnaround time.
- 3) Testing Firm will provide assistance in the annual preparation and sampling assistance for year-end samples.
- 4) All bids must be submitted on the attached bid tab, signed, and dated by the bid preparer.
- 5) Testing Firm shall submit hardcopies and electronic copies (via email) of all results as directed by the Public Works Department.

The City's Water and Wastewater systems minimum schedules sample requirements are:

Water System:

The following is a list of representative water system samples and the quantity required. Please base bids on a single sample cost, to include bottle kit preparation:

Monthly Samples:

E. coli P/A, Total Coliform

Quarterly Samples:

Gross Alpha Radiological, Beta Radiological, Haloacetic Acids, Radium 226, and Radium 228, Trihalomethane, Hardness

Annual Samples:

Alkalinity, Alkalinity/Bicarbonate, Alkalinity/Carbonate, Alkalinity/Hydroxide, Calcium, Conductivity

Tri-Annual Samples:

Lead and Copper

Water Treatment Plant:

The following is a list of Water Treatment Plant samples and the quantity required:

Monthly Samples:

Arsenic

Semi-Annually:

Hardness, Alkalinity (Total), Calcium, Conductivity, Orthophosphate, pH, Silica, Temperature C.

Annually:

Nitrate, Nitrite, NO₃ + NO₂ Total, 1,1,1-Trichloroethane, 1,1,2-Trichloroethane, 1,1-Dichloroethylene, 1,2,4-Trichlorobenzene, 1,2-Dichloroethane, 1,2-Dichloropropane, Benzene, Carbon Tetrachloride, Chlorobenzene, CIS-1-2-Dichlorobenzene, P-Dichlorobenzene, Styrene, Tetrachloroethylene, Toluene, Trans-1,2-Dichloroethylene, Trichloroethylene, Vinyl Chloride, Xylenes (Total).

Tri-Annually:

Barium, Cadmium, Chromium, Mercury, Selenium, Fluoride, Antimony, Beryllium, Nickel, Thallium (Total), Cyanide, Gross Alpha's, Aluminum, Chloride, Color, Copper (Free), Iron, Magnesium, Manganese, MBAS (Foaming Agents) Surfactant, Silver, Sodium, Sulfate, TDS, Zinc

Sewer System:

The following is a list of representative sewer system samples. Please base bid on a single sample cost, to include bottle kit preparation:

Monthly:

Ammonia-N, BOD-5, BOD-5 Inhibited, Chloride-ion Chromatography, Fecal Coliform, Kjeldahl Nitrogen, Nitrate-N, pH, Phosphorus-Total, pH-Temperature, Suspended Solids, Total Dissolved Solids, Total Nitrogen as N.

Biennial Analytical Support Contract Bid

2023-2025 Analytical Support Contract Bid Table		
<i>Bidder</i>		<i>Price Per Test</i>
Water Samples:		
Arsenic		
Alkalinity, Total		
E. coli P/A		
Gross Alpha Radiological		
Haloacetic Acids		
Hardness		
Lead and Copper		
Radium 226		
Radium 228		
Sodium		
SVOC (ML525) (EPA 525)		
Tri-halomethane		
VOC (VOASDWA) (EPA 524.2)		
IOC Phase II and V		

Biennial Analytical Support Contract Bid

IOC Secondaries		
Calcium		
SOC's Phase II and V		
Radon		
Cryptosporidium Concentration		
Guardia Lamblia Concentration		
Water Total Sample Cost		
Sewer Samples:		
Ammonia-N		
BOD-5		
BOD-5 Inhibited		
Fecal Coliform		
Fjeldahl Nitrogen		
Nitrate-N		
pH		
Phosphorus-Total		
pH Temperature		
Suspended Solids		
Total Dissolved Solids		
Total Nitrogen as N		
Sewer Total Sample Costs		
Sewer Meter Analysis:		
Oil and Grease		
Zinc		
Phenols		
TPH Pureable		
TPH Extractable		
Total Meter Vault Costs		
Additional Costs		
Water and Sewer same day pick up		
Water and Sewer if separate day pick up		

Biennial Analytical Support Contract Bid

This bid is submitted on this _____ day of _____, 20_____.

Signature of Bid Preparer: _____

APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

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

and
Notice for the Contractor shall be sent to:

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

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

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") shall not become effective until and unless approved by the Fernley City Council.
2. **DEFINITIONS.**
 - A. "City" means City of Fernley, County of Lyon, State of Nevada.
 - B. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from July 1, 2021 to June 30, 2023, subject to appropriation.

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments (the "Attachments") in descending order of constructive precedence; the Attachments shall not contradict or supersede any specifications, terms or conditions required by the City without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: (fill in with description or list N/A)

ATTACHMENT B: (fill in with description or list N/A)

ATTACHMENT C: (fill in with description or list N/A)

ATTACHMENT D: (fill in with description or list N/A)

6. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment [REDACTED].
 - A. The City will pay the Contractor a not-to-exceed (NTE) amount of \$ [REDACTED] for services in Attachment [REDACTED] based on actual time and materials. Contractor shall provide all services on a time and materials bases at the rates described in Attachment [REDACTED].
 - B. The City will pay the Contractor a not-to-exceed (NTE) amount of \$ [REDACTED] for services in Attachment [REDACTED] based on actual time and materials. Contractor shall provide all services on a time and materials bases at the rates described in Attachment [REDACTED].
 - C. Contractor will provide monthly invoices for all payments due under this Contract, and City shall pay the invoices within 45 days following receipt.
7. **ASSENT.** The parties agree that the terms and conditions listed on the Attachments are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**

- A. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file upon completion of the work for City's records within 60 days of completion of the work.
- B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum seven years under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, and (2) unilateral termination by either party after service of formal written notice as specified in paragraph (4).
- B. **Termination for Non-appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City, and is subject to statutory limitations. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

- C. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
- a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - b. If any state, county, city or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - c. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - e. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - f. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- E. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- a. 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.

- b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the City.
- c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the City; and
- d. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with paragraph (22).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party's reasonable attorney's fees and costs. It is specifically agreed that reasonable attorney's fees for the City shall include, without limitation, \$200 per hour for attorneys. The City may set off consideration against any unpaid obligation of Contractor.

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

13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

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

15. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable

attorneys' fees, and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees, and agents, but not excluding the City's right to participate.

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

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

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

Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specified herein

or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

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

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

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

Commercial General Liability Insurance:

- A. Minimum Limits required:
 - \$1,000,000** General Aggregate
 - \$1,000,000** Products & Completed Operations Aggregate
 - \$1,000,000** Personal and Advertising Injury
 - \$1,000,000** Each Occurrence
- B. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance:

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

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

Professional Liability Insurance:

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

Umbrella or Excess Liability Insurance:

- A. May be used to achieve the above minimum liability limits.
- B. Shall be endorsed to state it is “As Broad as Primary Policy.”

Commercial Crime Insurance:

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

Performance Security:

- A. Amount required: \$ **0.00.**
- B. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- C. The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- D. Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

- A. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- B. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- C. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- D. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- E. 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.
- F. Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and

- b. Currently rated by A.M. Best as "A- VII" or better.

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

- A. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- B. 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.
- C. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified on page one of this Contract.

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

party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

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

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

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

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

- A. Any federal, state, county or local agency, legislature, commission, counsel, or board.
- B. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- C. Any officer or employee of any federal, state, county, or local agency; legislature, commission, counsel, or board.

26. **WARRANTIES.**

- A. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- B. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or

incorrect results from the application(s) in the operating and testing of the business of the City. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **GOVERNING LAW: VENUE.** This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in such courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.
29. **INTEGRATED AGREEMENT.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
30. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
31. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party

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

32. **MODIFICATION; NO WAIVER.** The provisions of this Agreement, including this paragraph, may be modified, or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.
33. **INTERPRETATION OF AGREEMENT.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.
34. **COOPERATION OF PARTIES.** The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

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

CITY ATTORNEY

Brandi Jensen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

BRANDI JENSEN

DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

Department: Public Works Department

BARRY WILLIAMS, Acting Department Director

DATED this ____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL MCINTYRE, MAYOR

DATED this ____ day of _____, 20__.

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20__.

ATTEST:

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this ____ day of _____, 20__.

STATE OF _____)

) ss

County of _____)

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 2, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to Approve the award of 2023-2025 Bi-Ennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed the unit price per services listed in the bid document not exceeding \$81,040.

AGENDA ITEM BRIEF:

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

RECOMMENDED MOTION:

"I move to approve the award of the 2023-2025 Bi-Ennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed unit price per services listed in the bid document not exceeding \$81,040."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The council can deny the award of this contract and provide staff with further direction.

BACKGROUND:

This is a contract award for the bi-ennial traffic signal maintenance and service for the Public Works Department. The scope of this contract will include the service and maintenance of the five (5) NDOT owned traffic signals and one (1) City-owned signal and equipment located within the city that are assigned to and operated by the Public Works Department. In order to provide a cohesive and safe transportation system throughout the City of Fernley, traffic signals must be regularly maintained and updated. Traffic signal maintenance guidelines have been developed to ensure optimally performing equipment and are included within the scope of this contract. In September 2020, the City of Fernley entered into Interlocal Agreement No. P354-20-201 with the Nevada Department of Transportation (NDOT), to establish roles and responsibilities for ownership, maintenance, operation and repair of NDOT owned traffic signal systems located within the City. Per the Agreement, Article I, Paragraph 7, the City is to provide NDOT's District Engineer a list of anticipated Signal System maintenance, or anticipated repairs exceeding One Thousand Five Hundred Dollars (\$1,500) each, along with an estimated annual cost for which the City will request reimbursement per signalized intersection. From this agreement, the City entered into a Contract for Engineering Services with Headway Transportation LLC in December 2020 to Compile a Traffic Signal Maintenance Guide for City and or City on-call Contractors regarding annual operations and maintenance activities at each signalized intersection within the City. Based on Headway's condition assessment of the Signal Systems, durations established for typical equipment life cycles and frequency of O&M activities recommended per the Traffic Signal Maintenance Guide, Staff proposed that funding be budgeted for FY 22/23 to address deficiencies, upgrades, and routine operations and maintenance for each signalized intersection within the City. Under this contract, the contractor will provide routine operations and maintenance activities that will be performed on all signalized intersections within the City approximately every six months, as well as perform emergency repairs, report and repair equipment and operating system deficiencies, as well as monitor and adjust signal timings when needed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.039 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2023-2025 TSMS Bid Opening Table
2. 2023-2025 Biennial Traffic Signal Maintenance Bid Packet



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: August 2, 2023

REPORT TO: Mayor and City Council

REPORT THRU: Lydia Altick, Acting City Manager

REPORT FROM: Barry Williams, Public Works Director

REVIEWED BY: Aaron Mouritsen, City Attorney

REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

100-475-320

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

AGENDA ITEM: Possible action to Approve the award of 2023-2025 Bi-Ennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed the unit price per services listed in the bid document not exceeding \$81,040.

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

Recommended Motion:

"I move to approve the award of the 2023-2025 Bi-Ennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed unit price per services listed in the bid document not exceeding \$81,040."

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The council can deny the award of this contract and provide staff with further direction.

BACKGROUND:

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

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

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

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

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

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

PRIOR COUNCIL ACTION

07/06/2022: Possible Action to Approve the award of the 2022-2023 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price per services listed in the bid document not exceeding \$128,000.

Motion Passed

11/3/2021: Possible Action to Approve the award of 2021-2022 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price per Services listed in the bid document not exceeding \$128,000.

Motion Passed

8/5/2020 FCC Meeting

Possible Action to Approve and Enter into an Interlocal Agreement (Agreement) with the Nevada Department of Transportation (NDOT) to establish roles and responsibilities for ownership, maintenance, operation and repair of the traffic signal systems (Signal Systems) located within the City of Fernley (City).

Motion Passed

LEGAL IMPLICATIONS:

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

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, and the Lyon County News Leader on 05/26, 5/31, 6/2, 6/9, 6/14, 6/16, and 6/21/2023. Closing Date 06/28/2023. We received two (2) bid proposals. The apparent low responsible bidder is Titan Electrical Contracting, Inc. The bid summary is as follows:

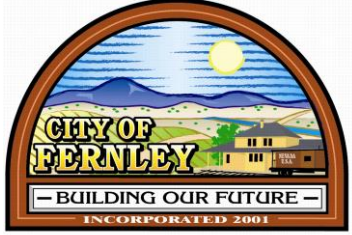
1. Titan Electrical Contracting, Inc. \$81,040.00.
2. Par Electrical Contractors, Inc. \$130,929.00.

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

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

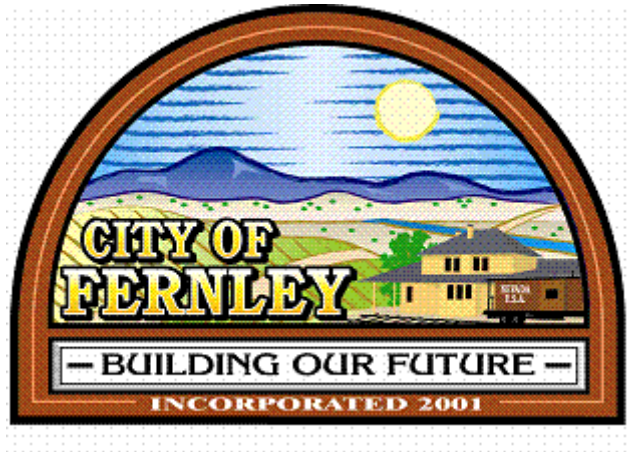
- 1.) Bid Opening Table
- 2.) Bid Specifications



2023 Biennial Traffic Signal Maintenance Service Contract
City of Fernley – Public Works Department
Bid Opening June 28, 2023; 3:00 PM

Name of Bidders	Proposal Amount
Par Western Line Contractors LLC	\$130,929
Titan Electrical Contracting	\$81,040

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



BI-ENNIAL TRAFFIC SIGNAL MAINTENANCE SERVICE CONTRACT

BID OPENING: June 28, 2023, at 3:00 P.M.

To Supply Service from July 1, 2023 – June 30, 2025

TABLE OF CONTENTS

Advertisement for Proposals	3
Information for Bidders	4
Preparation of Bid	4
Submission of Bids	4
No-Bid-No Response	5
Withdrawal of Bids	5
Late Bids	5
Award of Contracts	5
Bidder's Preference	5
Default of Contract	5
Appeal by Unsuccessful bidder	5
Appendix A-Specifications	7
Appendix B-Bid Clarifications	13
Appendix C-Contract	23
Bid Envelope Label	36

ADVERTISEMENT FOR PROPOSALS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2023-2025 Annual Traffic Signal Maintenance Provider, at the office of the City of Fernley, 595 Silver Lace Blvd, Fernley, NV. Bids must be received by **Wednesday June 28th, 2023**, Bids will be opened at 3:00 P.M.

The Scope of Work consists of:

Supplying the City with the service and maintenance of equipment described in the technical specifications of the bid package. Unless otherwise specified, all traffic signal related work shall conform to:

- NDOT Standard Plans for Road and Bridge Construction, Current Edition
- NDOT Standard Specifications for Road and Bridge Construction, Current Edition.

Proposals will be accepted on a service unit cost basis. Proposals shall also include any miscellaneous charges such as minimal hourly charges travel charges, and/or mobilization/demobilization charges. The bids must include individual costs per specific items. The bids shall be reviewed and selected based on the total annual cost. Proposals must be submitted on the City of Fernley Bid Table with the provided label affixed to the submission envelope.

No proposal will be accepted from a Contractor who is not licensed for this type of work in accordance with the applicable Nevada Revised Statutes. A Statement of Qualifications shall be included with the bid packages. No proposal will be accepted from a contractor who is not able to provide all the services listed within the bid package.

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 or contact Public Works Department at 775-784-9914.

The OWNER reserves the right to reject any or all bids and to waive minor irregularities in any bid or in the bidding process. No bidder may withdraw their bid within thirty (30) days after the actual date of the opening thereof.

Barry Williams, Acting Public Works Director

Publish: 5/26, 6/2, 6/9, 6/16 in RGJ and RGJ.COM
Publish: 5/31, 6/7, 6/14, 6/21 Lyon County News Leader

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

- a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.
- b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the Public Works Department as soon as possible so that corrective addenda may be furnished to all bidders.
- c. The bidder shall sign, print, or type the bidding firm's name on his bid and each continuation sheet on which he makes an entry. The person signing the bid must be a properly authorized representative of the bidding firm.
- d. The signer of the bid must initial erasures or other changes.
- e. Alterations, modifications, or variations to this bid may not be considered unless authorized by the invitation or by addendum.
- f. When a unit price is requested such unit price shall be shown and shall include packing unless otherwise specified.
- g. All equipment or supplies shall be new and of the manufacturer's current model unless otherwise specified.
- h. Bidders are urged to proofread their bids carefully for any errors.
- i. The use of the name of a manufacturer or of a model (product) in the specifications does not restrict bidders to that manufacturer's product in the specifications does not restrict bidders to that manufacturer's product or equipment. This method is used merely to indicate the particular type, design, character, or quality of the article desired. Bids will be considered on products of other manufactures and on other models provided they conform to the requirements specified.
- j. In the event of an error in extension, unit price shall prevail.
- k. The price(s) and amount of this bid must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other contractor, bidder, or potential bidder. Complementary bids are illegal and prohibited.
- l. No attempt may be made at any time to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid. All bids must be made in good faith and without collusion.
- m. Bidders understand and acknowledge that the representations above are material and important and shall be relied on by the City of Fernley in awarding the contract(s) for which this bid is submitted. Any misrepresentation hereinabove is and shall be treated as fraudulent concealment from the City of Fernley of the true facts relating to the submission of bids for this contract.
- n. All day references are calendar days.

2. SUBMISSION OF BIDS:

- a. Bids from employees of the City of Fernley shall NOT be considered.
- b. Bids and addenda thereto shall be enclosed in sealed envelopes, with the bid envelope label affixed and addressed to the City of Fernley Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 with the name and address of the bidder, date of opening on the face of the envelope. ANY bids, received or post marked after the bid date, will NOT be considered.

3. NO BID-NO RESPONSE:

- a. Three “No Bids/No Responses” will automatically remove your name from any mailing list.

4. WITHDRAWAL OF BIDS:

- a. Bids may be withdrawn only by written notice, received prior to the bid opening time.
- b. Withdrawals received after the bid opening time shall not be considered.

5. LATE BIDS:

- a. Bids received after the advertised bid deadline shall not be considered.

6. BIDDER’S PREFERENCE:

- a. Per NRS 338.13844, if the company submitting this bid is owned by a veteran with a service-connected disability, the bid shall be deemed to be five (5) percent lower than the bid price actually submitted. Companies that meet this bidder’s preference as outlined in NRS 338.13844 shall submit proof of eligibility of the preference with the bid package. The preference may not be combined with any other preference.

7. AWARD OF CONTRACT:

- a. The contract shall be awarded to that responsible bidder whose bid conforms to the Invitation and whose bid is most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any and all bids.
- c. The city may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.
- d. A signed City of Fernley purchase order, mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the bid, is a binding contract without further action by either party.
- e. Successful bidder must sign and enter into a Contract for Services of Independent Contractor (**Appendix B**) with the City of Fernley for a period not less than one year.
- f. Invoices issued as a result of this bid shall be processed for payment as each service and/or material is supplied to the City of Fernley.

8. DEFAULT OF CONTRACT:

- a. In case of default of the contractor, the city may procure the articles or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- b. If public necessity requires that use of materials or supplies not conforming to the specifications, they may be accepted, and payment therefore shall be made at a proper adjustment in price.
- c. Default by the bidder in any manner including failure or refusal to furnish any item or items at the price AND/OR TIME specified in the bid shall be considered cause for the Council, to remove the bidder from the approved bidders list for not less than 6 months not more than one year AND retain the bid security posted for the contract (if required by the bid).

9. APPEAL BY UNSUCCESSFUL BIDDER

- a. Any unsuccessful bidder may file a notice of appeal within 10 days of award as entered on the bid record by post bond with good and solvent surety in an amount equal to 25

percent of the successful bid submitted. A bond must be furnished by a surety authorized to do business in the State of Nevada. The notice of appeal must include a written statement of the issues to be addressed on appeal. Within 20 days after receipt of the notice of appeal, the Fernley City Council shall hold an informal hearing on the appeal and may cancel the award based on the finding that the bid was incorrectly awarded. Any such cancellation requires re-advertising for bids and new award under the provisions of NRS Chapters 332 and/or 338 as applicable. Notice of the hearing on the appeal shall be provided to both the successful bidder and the unsuccessful bidder filing the protest by mailing a certified letter to each party at least 10 days prior to the scheduled date of the hearing. The time and place for the meeting shall be at the sole discretion of the City Council. The format for the council meeting to hear the appeal shall be conducted in a manner satisfactory to the chair of the City Council. The successful bidder and the unsuccessful bidder as well as City staff will be allowed to be heard and present information as directed by the chair.

- b. The City Council may withhold an amount from the bond posted by the unsuccessful bidder to cover the costs incurred by the City in hearing the appeal if the original decision to award is upheld. The amount is at the discretion of the City Council. If the appeal is upheld and the award is canceled, the bond posted with the notice of appeal will be returned to the person who posted the bond.
- c. The decision and finding of the City Council is final and all further disputes regarding the matter of the award or amount withheld from the bond to cover the costs of hearing the appeal shall be resolved in a court of competent jurisdiction.
- d. Any notice of appeal under the provisions of this section operates as a stay of action in relation to any contract under such award until a determination is made by the City Council following the informal hearing prescribed herein. Such stay of action will be lifted if the Council rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of the State of Nevada, (*per Section 28 of the attached Standard Form Contract*).

APPENDIX A—SPECIFICATIONS

Introduction

In order to provide a cohesive and safe transportation system throughout the City of Fernley, traffic signals must be regularly maintained and updated. These traffic signal maintenance guidelines have been developed to ensure optimally performing equipment. This guide provides a basic maintenance plan outlining the current system and recommended routine maintenance activities.

A. Traffic Signal Locations

There are currently four traffic signals in the City of Fernley and two planned signals that will be constructed by NDOT in 2021. One signal is owned by the City of Fernley (Newlands Drive/Stanley Drive), while the other three existing signals and two planned signals are within NDOT right-of-way. The signals are located at the following intersections:

- Main Street/US 50A/US 95A (constructed approximately 1988)
- US 95A/Fremont Street/Chisholm Trail (constructed 2010)
- US 95A/Newlands Drive (constructed approximately 2000)
- Newlands Drive/Stanley Drive (City of Fernley owned – constructed approximately 2008)
- US 50A/River Ranch Road (Signalized intersection – constructed in 2022)
- US 50A/Nevada Pacific Parkway (Signalized intersection – constructed in 2022)

B. Traffic Signal Maintenance Activities

Routine Maintenance

Routine maintenance should be performed two (2) times per year (approximately every six months). Routine maintenance items include:

- Perform preventative maintenance (detailed in **APPENDIX B**) on all equipment including, but not limited to:
 - Signal Heads/Indications/Lamps
 - Signal Poles and Mast Arms
 - Pull Boxes
 - Cabinet
 - Controller
 - Conflict Monitor/MMU
 - Detection System
 - Load Bays/Load Switches
 - Flash Relays
 - Pedestrian Signal Heads
 - Pedestrian Detection System
 - Interconnect/Communications Equipment
 - Conduit/Conductors/Cables
 - Metered Service
 - Battery Back-Up System
 - Luminaires

- Internally Illuminated Street Name Signs (IISNS)
 - Clean cabinets
 - Repair or replace missing, damaged, or defective equipment/components
 - Replace outdated equipment that has reached the end of its life cycle
 - Document all maintenance and repair items in a logbook to be kept in each controller cabinet. Duplicate copies of all maintenance records should be kept in a separate location at the City's Public Works office. Contractors hired by the city are to provide a copy of all maintenance and repair records, per intersection and per occurrence, to the Public Works Director in addition to completing the logbook.
 - Document all modifications on current as-built records

A preventative maintenance checklist with major items to be performed is included in **APPENDIX B**.

Emergency Repairs

Emergency repairs include urgent needs due to vehicle collisions or signal outages that must be resolved immediately for safety and functionality of the signal. The City should keep at least one (1) generator on hand to be able to restore flashing operations where power has been cut and will not be restored within six (6) hours. The city should also keep a reasonable supply of spare parts including, but not limited to, a controller cabinet, controller, conflict monitor, lamps, luminaires, and signal poles, if feasible. In the event of an emergency or need for after-hours repairs, spare parts are recommended for minimal down time of signals as lead times for equipment can be extensive. The City should establish basic specifications for procurement of universal spare parts.

Alternatively, the city should work with other agencies or contractor(s) to identify a source of readily usable spare parts for those that are expensive or difficult to store. Consideration should also be given to identifying sources for a temporary signal system in the case of a major issue.

Headway recommends that the City have a contract in place with contractor(s) to accommodate emergency repairs with limited delay.

Deficiency Repairs

Deficiency repair needs include replacement of missing and damaged equipment, as well as near-term maintenance needs. Examples include replacing damaged signal poles and installing pedestrian push button extensions to ensure all equipment is consistent with current ADA guidelines. The cost of deficiency repairs could be incorporated into the overall signal maintenance budget or potentially be addressed through separate Capital Improvement Projects (CIP). Packaging multiple repairs into one larger overall project would be more cost effective than performing small repairs individually.

Updates

Equipment updates include replacing outdated equipment and deficiency repair needs that do not require immediate attention but should be addressed within the next few years. Examples include replacing outdated luminaires and adding reflective strips to signal head back plates. The cost of updates could be incorporated into the overall signal maintenance budget or potentially be included in separate Capital Improvement Projects (CIP). Packaging multiple updates into one larger overall project would be more cost effective than performing updates individually.

Signal Timing

Signal timing should be periodically updated to accommodate changing traffic volumes and provide the most efficient traffic operations possible. Timing updates should be scheduled when conditions change enough to warrant it (i.e., new development, new roadway connections, a major shift in traffic, or approximately every five (5) years). New timings are typically developed by a traffic engineering consultant in the absence of the city having technical staff capable of performing the work.

C. Administrative Activities

Administrative activities are necessary to manage the signal system and implement routine maintenance and emergency repairs effectively and efficiently. Administrative activities include:

- Training all staff to be proficient in their assigned activities
- Enabling non-standard work hours in response to emergency repairs or other urgent needs
- Managing maintenance records
 - Provide up to date as-built records including all elements of the traffic signal system (ensure all modifications are properly documented)
 - Administer and record service requests into a management system
 - Analyze maintenance logbooks and report issues to plan and budget improvements
- Keeping a list of needs for packaging into upgrade projects every few years
- Adequate maintenance records should be kept for all traffic signals to ensure proper operation and functionality. Duplicate copies of all maintenance documents and logbooks should be submitted to the City of Fernley Public Works Director in addition to the logbooks located in controller cabinets. Maintenance records can also be important in protecting the City against potential liabilities.

D. Man Hour Estimates

General man-hours needed for routine maintenance and after-hours repairs service items are estimated as follows for the six signalized intersections:

- Routine Maintenance – includes two workers and one bucket truck for approximately 8 hours per intersection per service check (two times per year) for a total of 96 hours per year
- Emergency Repairs – includes 1-2 workers and one bucket truck for approximately 8 hours per intersection (one time per year) for a total of 48 hours per year

E. Equipment Life Cycle

Traffic signal equipment should be replaced periodically as it reaches obsolescence, end of life cycle, or no longer complies with ADA or other standards. A schedule should be created to determine when all existing equipment should be replaced, and budgets should incorporate these updates. The estimated life cycle of each signal component (based on professional engineering experience for budgeting purposes) is:

- Communications Equipment – 10 years
- Lamps – 10 years
- Luminaires – 10 years
- Pedestrian Push Buttons – 10 years
- Controller/MMU – 15 years
- Detection System – 15 years
- IISNS/Signs – 15 years
- Battery Back-Up – 20 years
- Cabinet – 20 years

- Signal/Pedestrian Heads – 20 years
- Metered Service – 30 years
- Pull Boxes – 40 years
- Conduit/Conductors – 50 years
- Signal Poles – 50 years

Semi-Annual Inspection Checklist

1. Signal Heads
 - a. Check alignment
 - b. Check back plates
 - c. Check all lamps (all indications operating, including any advance locations)
 - d. Clean all lenses
 - e. Check visors
 - f. Check sockets and internal wires
 - g. Apply touch-up paint as necessary
 - h. Replace or repair equipment/components as necessary; Report any major issues to Public Works
2. Signal Poles and Mast Arms
 - a. Check for any signs of damage or missing parts
 - b. Check condition of hardware
 - c. Replace damaged or missing hand hole covers as necessary
 - d. Report any damage
3. Pull Boxes
 - a. Replace any broken or missing lids
 - b. Clean boxes when needed
4. Cabinet
 - a. Check power supply
 - b. Check all detection for proper operation
 - c. Check ground rod connection
 - d. Check battery back-up system, if applicable
 - e. Test fan, set thermostat between 85 - 95 degrees Fahrenheit
 - f. Inspect and replace bulbs as needed
 - g. Vacuum cabinet and replace filters as necessary
 - h. Apply touch-up paint as necessary
 - i. Check for damage
 - j. Test photocell
 - k. Complete the logbook summarizing repairs made
5. Controller
 - a. Check signal timing/phasing
 - b. Check the clock/date settings
 - c. Check proper functionality
6. Conflict Monitor/MMU
 - a. Check for malfunctions
 - b. Check proper functionality
 - c. Check clock/date settings
7. Detection System
 - a. Check overall conditions of loops and pavement (if applicable)
 - b. Check functionality of video cameras (if applicable)

- c. Confirm proper functionality
- 8. Load Bays/Load Switches
 - a. Inspect overall condition
- 9. Flash Relays
 - a. Inspect overall condition
- 10. Pedestrian Signal Heads
 - a. Check indications
 - b. Check alignment
 - c. Report overall condition (including flickering or LED issues)
 - d. Replace or repair equipment/components as necessary
- 11. Pedestrian Detection System (Push Buttons)
 - a. Check condition of hardware
 - b. Check functionality
 - c. Replace or repair equipment/components as necessary
- 12. Interconnect/Communications Equipment
 - a. Check communication between signals
 - b. Report any issues
- 13. Conduit/Conductors/Cables
 - a. Inspect overall condition of visible items
- 14. Metered Service
 - a. Check supply voltage
 - b. Clean/vacuum service cabinet
 - c. Check ground rod connection
- 15. Battery Back-Up System
 - a. Report number of power outages recorded since last maintenance check
 - b. Test functionality
- 16. Luminaires
 - a. Check proper on/off function
 - b. Confirm all luminaires are in working order
 - c. Replace bulbs as needed
 - d. Report any damage
- 17. Internally Illuminated Street Name Signs (IISNS)
 - a. Replace bulbs, ballasts, fuses, and wiring as necessary
 - b. Replace missing or damaged name panels
 - c. Check incoming voltage
 - d. Check mounting and hardware
 - e. Check panel thumb screws
 - f. Inspect overall condition
- 18. Signs/Striping on Traffic Signals
 - a. Check mounting hardware and repair if necessary
 - b. Report condition of existing signs
- 19. Record Keeping
 - a. Complete the logbook for maintenance performed
 - b. Provide a summary of maintenance and repairs to the Public Works department
 - c. Inform the City Public Works Department of any noted issues or larger scale repairs needed

<u>ITEM</u> #	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u>
1	16	Hours	Routine Maintenance (Main St/US 50A/US 95A)		

2	1	EA	Remove & Replace Type 1-A Pole		
3	1	EA	Remove & Replace Type 1-A Foundation		
4	16	Hours	Routine Maintenance (US 95A/Fremont/Chisholm)		
5	2	EA	Remove & Replace Pedestrian Signal Indication		
6	1	EA	PPB Station Sign & Plate		
7	1	EA	Remove & Replace PPB Post Foundation		
8	1	EA	Piggyback Battery Backup System (US 95A/Fremont/Chisholm)		
9	16	Hours	Routine Maintenance (US 95A/Newlands)		
10	1	EA	Piggyback Battery Backup System (US 95A/Newlands)		
11	4	EA	PPB Station Extension (Single & Dual)		
12	1	EA	Remove & Replace 12" LED Indication		
13	1	EA	Handhole Cover		
14	8	Hours	Routine Maintenance (US 50A/River Ranch Rd)		
15	1	EA	3-Section Signal Head (Furnish to City)		
16	16	Hours	Routine Maintenance (US 50A/Nevada Pacific Pkwy)		
17	1	EA	Pedestrian Signal Head (Furnish to City)		
18	1	FA	Force Account	\$20,000	\$20,000
19	16	Hours	Routine Maintenance (E. Newlands/Stanley)		
20	4	EA	Vehicle Loop Detector		
21	1	EA	PCC Pedestrian Ramp		
22	8	Hours	Emergency Repairs (Contingent)		
23	4	EA	Relamp & Repaint 3-Section Signal Head (Contingent)		
TOTAL					

TOTAL \$_____

APPENDIX B-BID ITEM CLARIFICATION

GENERAL INFORMATION

Unless indicated otherwise within the specific bid item as described in this section, the Engineer's estimated quantity, as contained in the bid schedule, shall be the final pay quantity.

If the quantity of a particular item of work is intentionally increased or decreased by the City of Fernley, the final pay quantity of that item will be adjusted to reflect the change.

Temporary traffic control, compliance with NDOT conditions and requirements, mobilization, coordination with City staff, and documentation of all activities and expenses are considered incidental to the bid items. No additional payment will be made for these activities.

BID ITEM 1 – ROUTINE MAINTENANCE (MAIN ST/US 50A/US 95A)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (MAIN ST/US 50A/US 95A) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 2 – REMOVE & REPLACE TYPE 1-A POLE

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove an existing Type 1-A pole, remove the existing equipment for relocation, furnish and install a Type 1-A traffic signal pole with base cover, and reinstalling the existing equipment on the new pole. Work shall include but not be limited to furnishing complete poles and related equipment, standing and plumbing poles, grouting pole bases, in-pole conductors, making all wiring connections, and all incidentals necessary for a complete installation. This item shall be applicable to all locations and existing conditions.

Payment for REMOVE & REPLACE TYPE 1-A POLE shall be made at the applicable unit price bid per Each (EA) signal pole, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 3 – REMOVE & REPLACE TYPE 1-A FOUNDATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove an existing Type 1-A foundation and construct a new Type 1-A foundation. Work shall include but not be limited to potholing where necessary, drilling, forming, and pouring foundations with appropriate hardware and conduit, concrete, and determining proper bolt patterns. This item shall be applicable to all locations and existing conditions and includes up to 25 square feet of sidewalk/pedestrian ramp removal and replacement.

Payment for REMOVE & REPLACE TYPE 1-A FOUNDATION shall be made at the applicable unit price bid per Each (EA) foundation, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 4 – ROUTINE MAINTENANCE (US 95A/FREMONT/CHISHOLM)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (US 95A/FREMONT/CHISHOLM) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 5 – REMOVE & REPLACE PEDESTRIAN SIGNAL INDICATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install new pedestrian signal indications which fit within the existing housing. Indications shall be count down style, LED, and compatible with the existing control system.

This item shall also include all new in-pole conductor(s), pulling, and connecting all in-pole conductors for full functionality where necessary.

Payment for REMOVE & REPLACE PEDESTRIAN SIGNAL INDICATION shall be made at the applicable bid unit price per Each (EA) indication, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 6 – PPB STATION SIGN & PLATE

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install a 9"x12" backing plate and new 9"x12" MUTCD compliant sign to retrofit existing 5"x7" PPB stations. The sign message, type, and arrow direction shall be determined in the field based on the location.

Payment for PPB STATION SIGN & PLATE shall be made at the applicable bid unit price per Each (EA) station retrofitted, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 7 – REMOVE & REPLACE PPB POST FOUNDATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove an existing PPB post foundation and construct a new PPB post foundation. Work shall include but not be limited to removing and reinstalling an existing PPB post with PPB station, extending an existing conduit run to the new location (within five feet of the existing location), new wiring where necessary, making connections, potholing where necessary, drilling, forming, and pouring foundations with appropriate hardware and conduit, concrete, and determining proper bolt patterns for reinstallation of the existing PPB post where applicable. This item shall be applicable to all locations and existing conditions and includes up to 25 square feet of sidewalk/pedestrian ramp removal and replacement.

Payment for REMOVE & REPLACE PPB POST FOUNDATION shall be made at the applicable unit price bid per Each (EA) foundation, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 8 – PIGGYBACK BATTERY BACKUP SYSTEM (US95A/FREMONT/CHISHOLM)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install a piggyback battery backup system. Work shall include but not be limited to furnishing and installing a complete piggyback Battery Backup System (BBS) on

an existing controller cabinet. This item shall cover removing and relocating service conductors as needed, mounting hardware, and any incidentals necessary to install and operate the BBS. Contractor shall coordinate as necessary with NV Energy.

Payment for PIGGYBACK BATTERY BACKUP SYSTEM (US95A/FREMONT/CHISHOLM) shall be made at the applicable bid unit price per Each (EA) system installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 9 – ROUTINE MAINTENANCE (US 95A/NEWLANDS)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (US 95A/NEWLANDS) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 10 – PIGGYBACK BATTERY BACKUP SYSTEM (US 95A/NEWLANDS)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install a piggyback battery backup system. Work shall include but not be limited to furnishing and installing a complete piggyback Battery Backup System (BBS) on an existing controller cabinet. This item shall cover removing and relocating service conductors as needed, mounting hardware, and any incidentals necessary to install and operate the BBS. Contractor shall coordinate as necessary with NV Energy.

Payment for PIGGYBACK BATTERY BACKUP SYSTEM (US 95A/NEWLANDS) shall be made at the applicable bid unit price per Each (EA) system installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 11 – PPB STATION EXTENSION (SINGLE & DUAL)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to install a pedestrian push button extension assembly at the orientation and location identified in the field. Work shall include mounting the extension to the signal pole, mounting the push button assembly to the extension, and installing conductors to the push button. This item applies to locations where either one or two buttons are installed on the extension.

Payment for PPB STATION EXTENSION (SINGLE & DUAL) shall be made at the applicable bid unit price per Each (EA) extension installed which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 12 – REMOVE & REPLACE 12” LED INDICATION

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install new 12” LED signal indications which fit within the existing signal head housing. Indications shall be compatible with the existing signal head wiring. This item applies to all 12” indication types and colors.

Payment for REMOVE & REPLACE 12” LED INDICATION shall be made at the applicable bid unit price per Each (EA) indication installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 13 – HANDHOLE COVER

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish and install new galvanized steel handhole covers and associated mounting hardware fitting existing poles. This item includes removal of the existing cover, where applicable, and applies to all cover types.

Payment for HANDHOLE COVER shall be made at the applicable bid unit price per Each (EA) cover installed, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM 14 – ROUTINE MAINTENANCE (US 50A/RIVER RANCH RD)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and one (1) routine check as the system is not anticipated to be operational until the latter half of the fiscal year. Contractor shall complete the logbook in the cabinet and provide the

inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (US 50A/RIVER RANCH RD) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 15 – 3-SECTION SIGNAL HEAD (FURNISH TO CITY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish a new complete vehicular signal head to the City of Fernley for future use. This item shall include the housing, backplate with reflective strips, (3) visors, (3) 12" LED indications (1 each of red, yellow, and green balls), and incidental hardware and connectors.

Payment for 3-SECTION SIGNAL HEAD (FURNISH TO CITY) shall be made at the applicable bid unit price per Each (EA) signal head delivered to the City.

BID ITEM 16 – ROUTINE MAINTENANCE (US 50A/NEVADA PACIFIC PKWY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (US 50A/NEVADA PACIFIC PKWY) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

The contractor may combine routine maintenance efforts at multiple locations to increase efficiencies, however, all invoices shall clearly separate and detail the Work performed at each intersection (Signal System) per scheduled Work occurrence (as scheduled and agreed to by the Public Works Director or Deputy Public Works Director). Work performed and invoiced at each intersection shall exceed a minimum of \$1,500 per occurrence unless otherwise agreed upon writing by the Contractor and Public Works Director.

BID ITEM 17 – PEDESTRIAN SIGNAL HEAD (FURNISH TO CITY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to furnish a new complete pedestrian signal head to the City of Fernley for future use. This item shall include the housing, LED countdown pedestrian indication, and incidental hardware and connectors.

Payment for PEDESTRIAN SIGNAL HEAD (FURNISH TO CITY) shall be made at the applicable bid unit price per Each (EA) pedestrian signal ahead delivered to the City.

BID ITEM 18 – FORCE ACCOUNT (CONTINGENT ITEM)

The force account shall be utilized, as determined by the City, for the furnishing of materials, equipment, labor, and incidentals for any additional work that may be directed by the City. Provisions of sections 100.24 CHANGE ORDERS and 100.25 EXTRA WORK of the Standard Specifications for Public Works Construction (SSPWC) apply to work covered by this item. This bid item has been established to compensate for any costs allowed as a result of unforeseen additional work. The amount to be included in the Contract for such work shall be as set forth in the bid schedule and must be included by the Bidder.

There is no direct payment for this item. Payment will be made only for additional authorized work performed. Depending upon the amount of additional work authorized and completed at the close of the Contract, the amount bid may be used entirely, partially, or not at all. The amount of work, and associated compensation, to be performed under Force Account may also be increased at the City's discretion.

BID ITEM 19 – ROUTINE MAINTENANCE (E. NEWLANDS/STANLEY)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide regular maintenance on the traffic signal system. Contractor shall perform all work items listed in the *Semi-Annual Inspection Checklist* at approximately 6-month intervals. The quantity assumes two (2) persons per inspection check, 4 hours per person per

check, and two routine checks within a one-year period. Contractor shall complete the logbook in the cabinet and provide the inspection documentation to the City Public Works Director after each routine maintenance check.

All work shall be scheduled a minimum of 48 hours in advance with the City's Public Works Director or Deputy Public Works Director.

This item includes up to \$50 of value in incidental items per inspection, all labor for routine maintenance and repairs, including installation of new equipment, but excludes furnishing of new equipment.

Payment for ROUTINE MAINTENANCE (E. NEWLANDS/STANLEY) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

Note that this location is within City of Fernley jurisdiction only, NDOT coordination is not required for this intersection.

BID ITEM 20 – VEHICLE LOOP DETECTOR

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to install inductive loop detectors at any location identified by the City. Work shall include, but not be limited to removing all existing DLCs, layout, saw cutting, cleaning, loop wire and placement, labeling loops and DLCs, sealing, making all connections, and verification of loop detection system function. This item includes furnishing and installing new DLCs from the new loops to the cabinet and making all connections and waterproof splices. Conduit stub installation is excluded from this item.

Payment for VEHICLE LOOP DETECTOR shall be made at the applicable unit price bid per Each (EA) loop, which shall be deemed full compensation for all labor, materials, equipment, placement, and incidentals necessary to complete the work.

BID ITEM 21 – PCC PEDESTRIAN RAMP

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove existing surface improvements, included existing PCC flatwork, and construct a new PCC pedestrian ramp. Work shall include, but not limited to, laying out the new ramp in the field to ensure that the installation will be consistent with ADA requirements, saw cutting, removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved off-site location, preparing and compacting the subgrade, furnishing and placing any imported fill needed to achieve grade, furnishing and placing a 6-inch compacted thickness of new aggregate base material, and furnishing and placing detectable surface warning tiles. Adjusting existing utility/meter boxes (within ramp limits), any grading needed behind the new ramp to achieve a maximum slope of 3:1, replacing adjacent landscape materials in kind, and modifying and/or repairing the irrigation system, as necessary, shall be included in this item at no additional charge to the City.

Payment for PCC PEDESTRIAN RAMP shall be made at the applicable unit price bid per Each (EA) constructed ramp and shall be deemed full compensation to complete the work.

BID ITEM 22 – EMERGENCY REPAIRS (CONTINGENT)

The unit price bid for this item shall include all labor, contractor's equipment, and all incidentals necessary to provide emergency repair on the traffic signal systems. This item is intended to cover labor and all the contractor's activities but excludes furnishing or installing new signal system equipment. Upon inspection of the issues/damages/repairs needed, the contractor shall notify City staff of needed equipment for the City's approval. Any new equipment necessary will either be provided by the City or purchased through the Force Account, at the City's discretion.

The contractor shall mobilize to the repair site and coordinate with City staff regarding the scope of work within twenty-four (24) hours of being notified by the City (via email or phone) of the emergency repair need. Contractor shall perform the repairs immediately to the extent possible.

Contractor shall keep records of all time and expenses expended for each emergency repair and provide a separate invoice to the City for each incident.

Payment for EMERGENCY REPAIRS (CONTINGENT) shall be made at the applicable bid unit price per Hour which shall be deemed full compensation for all labor, contractor's equipment, and incidentals necessary to complete the work.

There is no direct payment for this item. Payment will be made only for authorized work performed. Depending upon the amount of emergency repair work authorized and completed at the close of the Contract, the amount bid may be used entirely, partially, or not at all. The hours may also be increase significantly in cases of severe repair needs. The bid unit price shall apply to any number hours expended.

BID ITEM 23 – RELAMP & REPAINT 3-SECTION SIGNAL HEAD (CONTINGENT)

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to relamp a 3-section signal head with new 12" LED indications furnished by the Contractor and repaint the signal head, bracket or plumbizer, backplate, and visors with a flat black color. This item applies to all 3-section signal heads.

Payment for RELAMP & REPAINT 3-SECTION SIGNAL HEAD (CONTINGENT) shall be made at the applicable bid unit price per Each (EA) head, which shall be deemed full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

There is no direct payment for this item. Payment will be made only for authorized work performed. Depending upon the City's needs for relamping and available funding, the amount bid may be used entirely, partially, or not at all. The number of locations may also be increase significantly. The bid unit price shall apply to any number of locations authorized.

APPENDIX C-CONTRACT FOR PROFESSIONAL SERVICES

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

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

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

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the city no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United

States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

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

10. **CONTRACT TERMINATION.**

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15

calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.

- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

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

13. LIMITED LIABILITY. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

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

15. INDEMNIFICATION.

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

shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

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

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

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

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

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

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

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

COF

CTR

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

COF

CTR

1)

Commercial General Liability Insurance:

Minimum Limits required:

<u>\$1,000,000</u>	General Aggregate
<u>\$1,000,000</u>	Products & Completed Operations Aggregate
<u>\$1,000,000</u>	Personal and Advertising Injury
<u>\$1,000,000</u>	Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

COF

CTR

Business Automobile Liability Insurance:

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

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

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

Professional Liability Insurance:

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

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

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

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

Commercial Crime Insurance:

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

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

Performance Security:

- 1) Amount required: \$ **0.00**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the city only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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

- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A-VII" or better.

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

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

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

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

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

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for

any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation, or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed, or incorrect understandings, information, and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of

its understandings, information, and contentions as to the facts, law, claims, duties, disclosures, and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

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

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

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

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

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

CITY ATTORNEY

City of Fernley

Brandi Jensen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

BRANDI JENSEN

DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Public Works Director

BARRY WILLIAMS, ACTING PUBLIC WORKS DIRECTOR

DATED this _____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL MCINTYRE, MAYOR

DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20__.

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 2, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Mitzi Carter, Human Resource Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

100-413-600

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Interviews and consideration of the three (3) candidates for the City Manager position, and possible appointment of an applicant for the City Manager position. The Council may consider the character and professional competence of the following candidates for the City Manager position: Sharon Jakubowski Wolz, Benjamin Marchant, and John Rostash.

AGENDA ITEM BRIEF:

On July 17, 2023, the City Panel selected the top three (3) finalists to be interviewed at the August 2, 2023 City Council meeting. The candidates selected are Sharon Wolz, Ben Marchant, and John Rostash. The interview process will take place in open session during the Council meeting on August 2, starting at 5pm. As part of the interview process, candidates will provide a presentation, based on a scenario previously provided by the City. Each candidate will be asked a series of 8 questions. The City Council and Mayor will have an opportunity to ask for clarifications. Upon completion of questions asked, each candidate will have the opportunity to ask Council and Mayor questions. Upon completion of the interviews, the Mayor and Council will deliberate and the Mayor will make a recommendation. City Council may make a motion to consent or not consent.

RECOMMENDED MOTION:

I move to approve the Mayor's appointment of _____ as City Manager for the City of Fernley and direct staff to move forward with salary and benefits negotiations.

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 Mayor may choose to repost the position if a suitable candidate is not selected.

BACKGROUND:

January 30, 2023, the Mayor approved the recruitment of the City Manager position.

March 15, 2023, City Council meeting, the City Council determined there was not a suitable candidate for the City Manager position. City Council directed staff to provide alternative recruitment.

April 5, 2023, City Council meeting, Council approved the outside recruitment process for the City Manager and directed staff to bring back a contract for Bakertilly, not to exceed \$25,000.00.

April 19, 2023, City Council meeting, Council approved a contract with Bakertilly for City Manager recruitment services.

May 22 through June 2, 2023, Bakertilly performed the Leadership Management Benchmark Survey.

June 16, 2023, Bakertilly conducted the first review recruitment deadline for receipt and review of resumes and application materials.

June 16 through June 29, 2023, Bakertilly performed applicant reviews, which included screening applications and administering/ reviewing supplemental questionnaires; video interviews; preliminary media search; initial telephone interviews .

June 30, 2023, Bakertilly submitted the Semi-Finalist Report and Video Interviews to City of Fernley.

July 5, 2023, Bakertilly Consultant met with City to review candidates; City selects finalists and discusses preferences for the interview process.

July 10 through July 14, 2023, the City Panel conducted interviews with the top seven (7) candidates selected.

July 17 through July 2023, upon selection of 3 finalists, Bakertilly completes background checks/academic verification, and in-depth media search on finalists: candidates complete Leadership-Management Style Assessment.

On July 17, 2023, the City Panel selected the top three (3) finalists to be interviewed at the August 2, 2023, City Council meeting. The candidates selected are Sharon Wolz, Benjamin Marchant, and John Rostash.

July 30, 2023, Bakertilly to submit the finalist report to the City of Fernley.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Municipal Code Section 2.02.02

FINANCIAL IMPLICATIONS:

The City Manager's salary and benefits are budgeted in the approved City Manager's budget FY23-24.

ATTACHMENTS:

1. Fernley NV City Manager Finalist Report July 2023 -Redacted Final



PRESENTED TO
CITY OF FERNLEY, NEVADA

FINALIST REPORT
CITY MANAGER

TUESDAY, AUGUST 1 & WEDNESDAY, AUGUST 2, 2023



Memo

To: Mayor Neal E. McIntyre

From: Yolanda Howze, Director

Cc: Search Committee

Date: July 27, 2023

Subject: City of Fernley – City Manager Finalist Report - **CONFIDENTIAL**

On behalf of Baker Tilly, I am pleased to transmit this Finalist Report to the City of Fernley, Nevada.

Initially, we received 44 applications in response to the posting for the City Manager position. We presented 12 semi-finalist candidates to the City on June 30. Seven candidates were invited to a virtual interview on July 10. Three of the seven candidates were selected for an August 2, 2023, in-person interview process.

Information presented in this report includes:

- **A summary of the search**
- **Recruitment brochure** which describes the qualifications and desired capabilities for the General Manager
- **Presentation guidelines**
- **Tour and interview schedule**
- **Interview guide** which explains the types of questions that should be avoided in an interview
- **Interview appraisal form**
- **Candidate materials**
 - Cover letter
 - Resume
 - Candidate Questionnaire
 - Due Diligence
 - Internet Search Report

Following interviews, we will discuss next steps.

Summary of the Search

We received 48 applications in response to the posting for the City Manager position. Through our screening process, 12 candidates were presented to the Search Committee for consideration. The Search Committee reviewed the candidates' written materials including responses to a questionnaire and video interview. The purpose of candidates completing these activities is to gather additional data about them that is important to the City and may not be presented in the candidate materials. Questions were selected to understand the candidates' professional experience and how they approach their work and staff. The questionnaire is complemented by the video interview. The candidates were asked three questions total, one at a time. They had 30-seconds to review each question and three minutes to respond. A part of the strategy is to determine how well candidates can respond extemporaneously. Following the Search Committee's review, seven candidates were selected to move forward and participate in a virtual interview. Three of the seven candidates were selected for an August 2, 2023, in-person interview.

Earlier in the search, we created a detailed benchmark for the City Manager position based on a compilation of senior leadership (search committee) responses on a questionnaire related to successful performance in the City Manager position. In turn, the candidates completed a companion questionnaire. We have compared the candidates' responses to the benchmark to identify possible gaps in their leadership and management styles. While there are no right or wrong management styles, understanding how candidate competencies, driving forces, and behaviors compare to the benchmark can help determine a candidate's fit with the position.

In viewing the Gap Report summary, please remember that scores are based on standard deviations and not percentages. Scores are color-coded and assess the candidate's compatibility as follows:

Blue	Exact match
Green	Good compatibility
Yellow	Fair compatibility
Red	Poor compatibility

TABLE OF CONTENTS

- RECRUITMENT BROCHURE
 - PRESENTATION GUIDELINES
 - TOUR & INTERVIEW SCHEDULE
 - INTERVIEW GUIDE
 - INTERVIEW APPRAISAL FORM
-

- CANDIDATE 1 – SHARON JAKUBOWSKI-WOLZ
- CANDIDATE 2 – BENJAMIN MARCHANT
- CANDIDATE 3 – JOHN ROSTASH



RECRUITMENT BROCHURE



CITY MANAGER

CITY OF FERNLEY, NEVADA

First Review of Applications: June 16, 2023



PUBLIC SECTOR EXECUTIVE RECRUITMENT

THE COMMUNITY

Fernley, Nevada (est. pop. 23,511), nestled in Northern Nevada boasts a charming small-town lifestyle just 30 minutes from the Reno-Spark metropolitan area. With boundless outdoor adventures such as fishing, hunting, boating, camping, mountain biking, rock climbing, hiking, and extensive open land for ATV enthusiasts, Fernley is the perfect place for anyone seeking an active and fulfilling lifestyle. Fernley has one of the most popular 4th of July celebrations in Northern Nevada, and it offers small town pride with a huge heart that radiates through events like local high school sports victories and celebrations of local heroes.

The City of Fernley and its surrounding communities offer a wide range of exciting activities including multiple bowling alleys, movie theaters, arcades, go-kart tracks, and mini-golf courses. In addition, Fernley boasts a plethora of casinos, and the area offers numerous opportunities for a Wild West experience such as horseback riding, livestock raising, mineral mining, crop farming, railroading, and cattle herding.

Fernley takes pride in its exceptional school system, which is highly regarded for serving the needs of the City's residents. The Lyon County School District operates six schools in Fernley, including three elementary schools, one middle school, one intermediate school, and one high school. Fernley High School offers a comprehensive curriculum that includes Advanced Placement courses, vocational education programs, and a diverse range of extracurricular activities such as sports teams and clubs. The school district is committed to student success and has implemented several initiatives, including early literacy programs and college and career readiness programs, to support students' academic and personal growth. The district also provides support services for students with disabilities and English language learners. Visit [here](#) for more school details. Overall, Fernley's school system is committed to providing a high-quality education for its students and preparing them for success in college and beyond.

With a superb school district, an impressive array of entertainment options, and a perfect balance between work and play, Fernley truly offers the best of all worlds.

Community Vision Statement

By 2040, Fernley is a community that:

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



THE ORGANIZATION

The Fernley City government is a hybrid form of government which allows City residents, through the City Council to control the direction of the City government, while ensuring administration of City functions. As illustrated by the **organizational chart**, at the top are the citizens who elect the Mayor and the City Council. The Mayor appoints the City Manager, City Attorney, City Clerk, City Treasurer, and Municipal Court Judge with confirmation by the City Council. All other City employees are hired by the City Manager. The City employs 73 FTEs, 15 union employees, and has a proposed FY 2024 budget of \$37 million.



MISSION STATEMENT

It is the mission of the City of Fernley to facilitate the responsible and orderly growth of the community and to see that quality municipal services are provided in the most professional, efficient, and cost-effective manner.



VALUES

Values state what we stand for as an organization and how we approach our relationships with the community. The elected officials and staff of the City of Fernley commit to serving the community with the following values:

- **Respect.** We treat all with dignity and fairness
- **Integrity.** We act with the highest ethical and professional standards
- **Accountability.** We take ownership and responsibility for our actions
- **Transparency.** We actively communicate our plans, decisions, and actions to the community



THE POSITION

Appointed by the Mayor with consent of the City Council, the City Manager exercises direct supervision over a diverse array of staff members including management, supervisory, professional, technical, and administrative support personnel. The City Manager performs high-level administrative, technical, and professional work directing and supervising the administration of City government under the general direction of the Mayor and City Council. Serving at the direction and pleasure of the Mayor, the City Manager plans, organizes, integrates, directs, administers, fiscally controls, reviews, and evaluates the activities, operations, programs and services of the City of Fernley; ensures development and execution of the City's annual budget, goals and work plans; represents the City's interests with other levels and agencies of government; effectively serves the needs of the community at large and business interests, while complying with applicable laws and regulations.

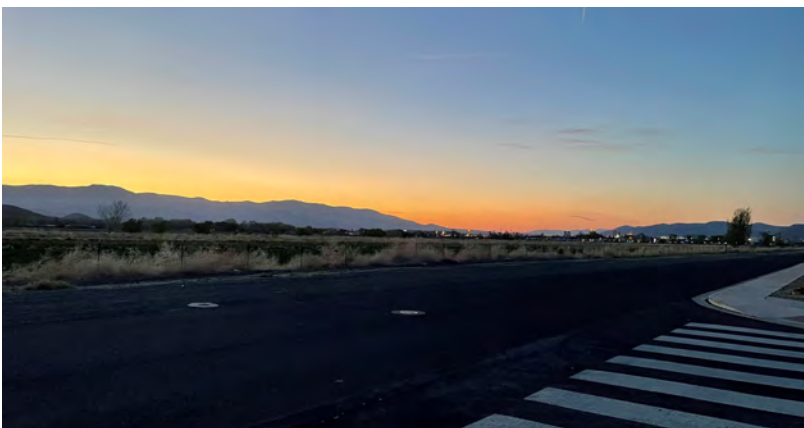
Essential responsibilities include:

- Develops, evaluates, and implements administrative policies and procedures to meet the Mayor and City Council goals and objectives; supervises the performance of City departments; directs the establishment of standards, goals, and objectives and evaluates the performance of departments; coordinates the activities of the various City departments to ensure timely, efficient, and effective delivery of programs and services.
- Selects, directs, develops, and evaluates management personnel and other staff; instructs and trains staff and provides training programs to enhance the capabilities of staff and improve the delivery of services; listens, responds to, and resolves employee problems, concerns, complaints, and grievances; administers discipline for inadequate performance and/or improper behavior.
- Negotiates and/or supervises the negotiation of all City contractual agreements subject to the limitations of law and contractual policies; administers and enforces agreements.
- Oversees the development of the annual City budget for approval by the Council; monitors expenditures to ensure compliance with budgets; accounts for variances between projected and actual expenditures, initiates remedial action, and reports significant variances to the Council.
- Analyzes proposals regarding policies, programs, and services and develops recommendations to the City Council; analyzes information pertaining to City services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; writes reports and correspondence for government agencies, members of the community, and the City Council.



THE POSITION (continued)

- Administers the preparation of Council meeting agendas; attends Council meetings; makes oral and written presentations to the City Council and to other public and private groups; provides information to the news media and the public regarding City operations; represents the City with other government agencies and in meetings with the public.
- Analyzes proposed legislation and administrative regulations for their impact on City operations; reviews and makes recommendations to the Council regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.
- Provides direction and support to staff including advice and consultation to the Mayor and members of the City Council; receives, investigates, and resolves complaints and concerns regarding City programs, services, and facilities; acts as liaison with cities, counties, regional, state, and federal agencies on a broad range of matters.
- Assists the Mayor and City Council in the development of overall goals of the City; provides leadership and direction in the development of short- and long-range plans for achieving overall goals; collaborates with the Mayor and City Council and others to develop community and economic development plans.
- Administers the City's personnel system including classification, compensation, benefits, recruitment and selection, and personnel policies.
- Informs the Mayor and City Council of operational problems, offers solutions, and seeks advice and counsel on alternatives.
- Responds to media inquiries.
- Responds to and resolves difficult and sensitive inquiries from citizens and City employees.
- Works cooperatively with appointed positions to serve the best interests of the City.
- Serves as the Risk Manager.
- Regularly attending work on-site is an essential function of this position. Occasional remote work may be permitted at the discretion of the Mayor.



LEADERSHIP OPPORTUNITIES

Community Response Resource Center (CRRC) Project. Fernley Community Response and Resource Center is a collaborative project led by the City of Fernley which includes the Boys and Girls Club of Truckee Meadows and Fernley Community Foundation. With plans progressing for the construction of CRRC, the City Manager will need to drive the success and completion of the project.

Strong leadership culture. The City Manager has an opportunity to build a collaborative high-performing team and create a positive culture, through leading by example, guiding, directing, coaching, challenging, inspiring and motivating staff to reach higher levels of performance, providing training and development, performance management, rewards and recognition and holding all staff accountable to achieve organizational goals and City vision.

Development and increased and diverse revenue streams. The City Manager will be tasked with ensuring the City is engaged in public-private partnerships and implementing business-friendly policies to encourage growth for sustainability of City operations. The City Manager will need to promote and be attentive to land use and in-fill infrastructure possibilities and take on bigger picture items of the City's future and head up those programs—water rights, utility rates, emergency management. Other opportunities for revenue include advocating for Fernley's fair share of consolidated tax funds and pursuing various grants.

Efficiency study, strategic plan, comprehensive plan. City Council has an existing strategic plan and efficiency study outcomes which set the priorities for the City in broad, general objectives. The City Manager should have action items that support the vision of City Council and provide regular progress updates. The City Manager will also need to update the comprehensive plan.



DESIRED CAPABILITIES

The successful candidate will be a generalist, policy leader, and human relations expert committed to excellence in public service. The City Manager will be a politically responsible, effective policy executive who can acquire and utilize local and regional resources to resolve community problems and capitalize on community opportunities. As such, must be able to relate to and work with adjoining regional jurisdictions and state agencies in an open, honest, and cooperative manner. Must have demonstrated success in negotiating and implementing fair and mutually beneficial cooperative and regional service agreements with local governments and other agencies. The City Manager must have considerable knowledge of the City and possess the interpersonal and analytical skills necessary to effectively deal with the problems and opportunities confronting the community.

The City Manager will lead with integrity, be humble, honest and of good moral character with a strong work ethic, true sense of honor and good sense of humor. The City Manager will be a planner and problem solver, a delegator and doer and hold self and staff accountable. Must have clear communication skills and strong relational and public relations with all parties and an ability to be apolitical.

The City Manager will have knowledge of the principles and practices of management and supervision, public budget preparation and administration, public personnel administration, and employee relations; and laws and regulations which pertain to City operations, services, and programs.

The City Manager must possess a personality that can communicate the City Council's goals and needs to the City's employees and the residents of Fernley. Must be a charismatic relationship builder who is positive, energetic, and prepared to motivate employees and have demonstrated success in dealing with staff fairly and openly. The successful candidate should demonstrate strong team-building skills and a commitment to selecting and retaining well-qualified, creative, and energetic staff. Must have demonstrated success in providing equal employment opportunity and training programs for staff. Must have demonstrated ability to manage and tactfully resolve employee-related conflicts.



Additionally, the City Manager will have the ability to:

- develop policies and goals consistent with Council directives;
- effectively administer projects and operations consistent with City policies and goals;
- supervise, plan, direct, and evaluate the work of all staff; develop, motivate, and supervise management staff;
- work effectively under the pressure of deadlines, conflicting demands, and emergencies;
- establish and maintain effective working relationships with all levels of City staff, elective and appointive bodies, and members of the general public;
- gain cooperation through discussion and persuasion;
- collect, interpret, and evaluate narrative and statistical data pertaining to policy, fiscal, and operational matters;
- analyze policies, regulations, projects, activities, and methods;
- project the consequences of proposed actions; select alternatives;
- implement administrative policies and work programs consistent with regulations and with City policies and goals;
- understand, interpret, and apply laws and regulations;
- present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner; and,
- communicate effectively in writing on matters related to department policies, funding, and operations.

EDUCATION AND EXPERIENCE

Qualified candidates will possess a bachelor's degree in business or public administration and a minimum of five (5) years of City or other public agency administrative experience including responsibility for management of staff and programs or an equivalent combination of education, training, and experience may be considered. Possession of a valid Nevada driver's license in compliance with Nevada law. Must reside within the City limits within one year of starting employment as the City Manager.

COMPENSATION AND BENEFITS

The salary range for this position will be \$113,025.44 - \$161,464.92. The City of Fernley offers a comprehensive benefits package which includes personal time off, medical, dental, and vision insurance benefits, short-term and long-term disability, AD&D, life insurance, and retirement benefits.

APPLICATION APROCESS

Qualified candidates please submit your cover letter and resume online at

<https://governmentjobs.com/careers/bakertilly>

This position is open until filled; however, interested applicants are strongly encouraged to apply no later than **June 16, 2023**. For more information, please contact Yolanda Howze at yolanda.howze@bakertilly.com or by calling 312.240.3401.

The City of Fernley is an equal opportunity employer. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations.

For more information about the City of Fernley, visit: cityoffernley.org.





PRESENTATION GUIDELINES

CITY OF FERNLEY, NEVADA - CITY MANAGER PRESENTATION GUIDELINES

Per the City's request, please prepare a 12-minute PowerPoint Presentation per the guidelines below. Bring your presentation on a flash drive to your interview and email it to yolanda.howze@bakertilly.com and karen.edwards@bakertilly.com by 7pm ET, July 31.

AUDIENCE: City Council

EXERCISE: Please prepare a presentation addressing the following questions:

- What is your experience with creating new revenue sources for a municipality? Do you have experience with impact fee programs or special assessment districts?
- Many of Fernley's main arterial roads are not maintained by the City of Fernley. What challenges does this present given the current growth? What would be your approach to solving these challenges?

Your presentation will be timed and stopped at the 12-minute mark. The City Council will then ask follow-up questions specific to your presentation, and then move forward with general interview questions.



TOUR & INTERVIEW SCHEDULE

**FERNLEY, NEVADA
EXECUTIVE RECRUITMENT – CITY MANAGER
TOUR AND INTERVIEW SCHEDULE**

Interview Panel:

Neal E. McIntyre, Mayor
Ryan Hanan, Councilmember
Stan Lau, Councilmember
Fran McKay, Councilmember
Albert Torres, Councilmember
Felicity Zoberski, Councilmember

	Tuesday August 1	Wednesday August 2	
	Tour with Mayor McIntyre*	Tour with Mayor McIntyre*	Interview**
9:00 am	John Rostash	Ben Marchant	
12:00 pm		Sharon Jakubowski-Wolz	
5:30 – 6:30 pm			Sharon Jakubowski-Wolz
6:35 – 7:35 pm			Ben Marchant
7:40 – 8:40 pm			John Rostash

*Mayor McIntyre will pick candidates up at their hotels for the tours.

**Interview location: 595 Silver Lace Blvd, Fernley, NV 89408



INTERVIEW GUIDE

Interview Guide

Introduction

The structured interview can be the best tool for evaluating candidates, particularly in today's litigious society. This section has been prepared to assist interviewers by providing guidance and suggestions for interviewing candidates.

Legal Issues

In preparing for the discussion with the candidate, it is important to remember the interview is a very critical part of the employment process and is covered by anti-discrimination laws.

Summary of Protected Classes

The purpose of state and federal laws regarding discrimination in employment is to ensure hiring decisions are based upon the applicant's ability to perform the job, not on arbitrary factors unrelated to job performance. In general, it is unlawful to base a decision to hire or not hire an applicant on any of the following criteria: race, color, creed, religion, national origin, gender, marital status, familial status, disability, public assistance, age, sexual orientation, or local Human Rights Commission activity.

Questions based upon any of these elements may open an employer to potentially costly claims for discrimination. It is illegal to base a decision on one of these criteria, even if the information is obtained outside of the interview process, or inadvertently during the interview.

The development of specific interview questions not only assures all important aspects of the job are covered during the interview, it helps to ensure that interviewers avoid potentially dangerous subjects.

Illegal Interview Questions to Avoid

Various federal and state laws regulate questions that the employer can ask a candidate. Interview questions must be related to the job the candidate has applied for. The interviewer's focus must be: "What do I need to know to decide whether or not this person can perform the functions of the job?"

Examples of illegal questions are listed on the following page. This is not, by any means, a complete list, but can serve as a guide for types of questions to avoid.

1. National Origin/Citizenship

- Avoid questions about where the applicant or the applicant's parents were born.
- Avoid inquiries about an applicant's name such as asking the derivation of one's last name.

2. Age

- Avoid questions about age/date of birth.
- Do not ask a candidate when he or she graduated from high school/college.
- Avoid asking about dates of military service.

3. Gender

- Avoid asking questions related to an applicant's gender or gender identity.

4. Race/Color

- Avoid questions regarding an applicant's race.
- Avoid questions or comments regarding color of hair, eyes, skin, etc.

5. Marital/Family Status

- Avoid questions about marital status. Do not ask applicants if they are single, married, or divorced.
- Avoid asking whether an applicant's spouse is employed or about the occupation of the applicant's spouse.
- Do not ask if the applicant has any children.

6. Sexual Orientation

- Avoid all questions related to sexual orientation or sexual identity.

7. Salary History

- Avoid inquiries related to the candidate salary history and/or compensation to comply with pay equity legislation.

8. Religion or Creed

- Avoid inquiries into an applicant's religious denomination, religious affiliations or religious holidays observed.
- Applicants may be asked if they are available to work on Saturday or Sundays, if needed.

9. Affiliations

- Avoid asking applicants to list all clubs, societies and lodges to which they belong.
- Avoid any information which would solicit information on the race, color, religion, national origin or ancestry of its members.

10. Disabilities

- Avoid this area entirely. **Pre-job offer medical inquiries are prohibited!** Do not ask if applicants smoke, are under a doctor's care, if they have received disability insurance, about their general health condition, their workers' compensation history, or if they have any disability conditions.

11. Arrest Record

- Avoid inquiries; the background check will review the applicant's criminal history, if it exists.

Suggested Questions

As you prepare for the interview, you may want to develop additional questions based upon your review of the candidate's resume or the background material. Those candidate-specific questions might probe subjects such as:

- Explanation of gaps in time;
- Short tenure in position;
- Explanations of apparent weaknesses in experience or education/training; and
- Clarification on anything that is not clear.

Interviewing Techniques

In general, open-ended questions that require candidates to answer in sentences are preferable to closed-ended questions that can be answered with one word or "yes" or "no" answers. Open ended questions encourage the applicant to:

- Express goals, values, qualifications, or feelings;
- Exhibit his/her ability to communicate;
- Provide additional information regarding experience and background; and
- Probe "choice points".

Examples of open-ended questions include:

- How do you handle...?
- What do you do if...?
- How do you feel about...?
- What have you found to be successful in handling...?
- What are some examples of success in...?

Limited use of directive (closed-ended) questions can be used to gather information that is factual and objective.

As the interview proceeds, it is important to note the candidate's answers in addition to how content of the message is delivered. Body language and tone of voice are particularly important factors to notice. Probe for as many details as possible such as names, dates, and other verifiable information when necessary. It is also a good idea to ask candidates for their thoughts and feelings about a situation.

Additional Questions

Often candidates may be somewhat brief in their responses. If you feel a need for additional information, the use of probing questions such as the following can draw out additional information:

- Why did you say that?
- Can you think of an example of that situation?
- Is there something noteworthy in your experience in this area?

Other Considerations

Other considerations include how the candidate handles the stress of the interview and whether he or she appears to be avoiding some area(s) of inquiry.

Immediately after the interview, it will be helpful to note your overall feeling about the discussion and how you feel about the candidate.

Remember, the best predictor of success in any position is previous success in the same or similar position. Look for information on accomplishments and things the applicant has actually performed.



INTERVIEW APPRAISAL FORM

**CITY OF FERNLEY, NEVADA – CITY MANAGER
INTERVIEW APPRAISAL FORM**



Key N: Needs Improvement Q: Qualified S: Superior		SHARON JAKUBOWSKI- WOLZ			BENJAMIN MARCHANT			JOHN ROSTASH		
COMPETITIVE FACTORS		N	Q	S	N	Q	S	N	Q	S
1.	General Impression: Energy, confidence, dependability, and initiative. Conveys a strong interest in the position, the organization and the community. Demonstrates integrity and effective interpersonal skills.									
2.	Big Picture Focus: Provides a strategic long-term focus; actively inspires and engages others; receptive to new ideas.									
3.	Effective Working Relationships: Appears to be able to work effectively with the City Council; indicates they will provide information/options that support policy-making; helps City Council identify areas of agreement. Can effectively work with City of Fernley's leadership team, and all employees in a productive way.									
4.	Innovation: Demonstrates the ability to be a respected thought leader, understands the local government innovation journey and identifies options for advancing the City's value proposition.									
5.	Financial Management: Strong working knowledge of finance and fiscal planning; can link City goals to budgets; can promote financial sustainability.									
6.	Organizational Leadership: Can ensure organizational alignment is consistent with adopted strategic goals; can delegate effectively providing clear expectations, providing performance feedback and holding staff accountable; develops staff. Can communicate clearly w/all stakeholders.									
7.	Building Partnerships: Has built effective relationships and partnerships with other government agencies, non-profits, private sector, educational institutions; participates in regional issues promoting cooperation; demonstrates excellent negotiation skills and the ability to achieve compromise.									
8.	Strategic Planning: Experience addressing and negotiating complex issues related to strategic long-term planning; development and execution of strategic goals.									
9.	Member/Sponsor Engagement: Has experience in facilitating processes that demonstrate outreach and inclusion of stakeholders; has participated in stakeholder dialogue and collaboration; upholds the spirit of the City.									
10.	Personal Leadership Style: Appears to be highly ethical, with unquestionable integrity, appears to remain calm under pressure, authentic (someone who walks the talk); able to express vision, team oriented, attention to detail & committed to fostering inclusive work environment.									

Key D: Do Not Recommend R: Recommend H: Highly Recommend			SHARON JAKUBOWSKI- WOLZ	BENJAMIN MARCHANT	JOHN ROSTASH
OVERALL CANDIDATE RATING					



CANDIDATE 1 – SHARON JAKUBOWSKI-WOLZ

Sharon Jakubowski Wolz

1 June 2023

City of Fernley
Attn: Mayor McIntyre and Council Members
Fernley Municipal Building
[REDACTED]
Fernley NV 89408

RE: City Manager

Honorable Mayor McIntyre and Council Members:

It is with great interest that I am applying for the City Manager position. As a highly skilled and dedicated public servant, I possess a broad range of knowledge, skills, and abilities that will permit me to effectively work with you, City staff, City partners, and other stakeholders and to efficiently lead and carry out the strategic goals and initiatives as per your directives.

I have a Master's in Business Administration and am a Certified Public Manager. My education and experiences provide me with a strong foundation in public policy, fiscal and budget management, grant administration, marketing and public relations, human and labor relations, and economic development and capital improvement planning. As my résumé indicates, I have over 30 years' experience providing comprehensive executive-level leadership and support in business, government, and non-profit management. Both my education and experience provide me with the administrative operations, qualitative and quantitative problem-solving, and excellent people and communication skills mandated by the position.

My executive management experience provides me with the competence to develop and administer operating and capital budgets ensuring compliance with appropriate authorities. I have developed both short- and long-term strategic plans for several organizations. My strategic leadership experience includes managing overseas banking operations serving military personnel in Germany, operating an Embassy Recreation Association in Ankara, Turkey, and directing Chamber of Commerce affairs for a mid-sized community in Southern California. I have continuously improved and proactively addressed challenges as related to each of these diverse environments.

You will find my extensive project and program management experience beneficial to the position. My experience applying systematic management methodologies and cost controls has been guided by the use of evidence-based data leading to accurate measurement of the effectiveness and efficiency of programs, projects, and services; ultimately yielding informed decisions and improved organizational performance. These efforts have similarly led to an increased customer base, provided valuable customer solutions, and improved strategic alliances. I have ensured smooth transactions and customer satisfaction by expertly directing the planning and execution of multiple global projects and programs, leading both local and virtual teams across functional areas. I have proven the ability to work both independently and collaboratively with all constituencies, internal and external, national, and international.

I have coordinated the work of, not only, diverse functional divisions but also teams of culturally diverse personnel. I have consistently been involved in personnel management practices focusing on employee satisfaction and retention through employee recruitment and management training, leadership development, coaching, and risk management. My participation with the Work Council (Labor Union) in Berlin, Germany, provided me awareness and sensitivity to HR issues from both management and employee viewpoints. My continuous drive to evaluate management practices and operating procedures has led to comprehensive administrative programs that have achieved optimal performance for the organization and the individual employee. I am committed to leading highly experienced and competent staff dedicated to outstanding levels of service.

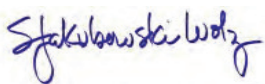
I have the capacity to engage management and employees, cross-functional departments, and the organization with outside organizations and municipalities, as well as the general public. Adept at public speaking and relationship building, I have served as representative at civic and political functions, maintaining a continuing liaison for the development and promotion of community relations for several institutions and industries. Having worked with military personnel in Berlin, Germany, diplomatic personnel in Ankara, Turkey, various national cultural organizations, as well as with elected officials and political groups throughout my public and private sector career, I have demonstrated versatility at interfacing with diverse populations. I have a strong background in customer and community relations. I am an effective leader who communicates well and has a record of success in fast-paced, challenging environments.

Excellent time management skills provide me with the ability to effectively coordinate resources and manage multiple tasks producing targeted results. My leadership style is one that fosters teamwork and collaboration promoting cooperation among groups and individuals yielding positive results. I have the capability of motivating an existing workforce and setting expectations for accountability through fairness, respect, integrity, and authentic leadership, without micromanaging. I exercise open, honest, and transparent communications.

I would welcome the opportunity to meet with you to discuss how my particular blend of capabilities, experience, and leadership strengths would complement this opportunity by bringing a fresh perspective and big picture approach in leading the operations of the City by leveraging its resources to effectively address current challenges while continuing to efficiently serve the public.

Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, reading "Sharon Jakubowski Wolz". The signature is written in a cursive, flowing style.

Sharon Jakubowski Wolz MBA, CPM

Attachment: Résumé

KNOWLEDGE, SKILLS, AND ABILITIES

- Public Policy and Municipal Administration
- Municipal Plans
- State, Federal, and Grant Funding
- Economic and Infrastructure Development
- Organizational Development
- Effective and Transparent Communicator
- Integrity
- Servant Leadership
- Budgets and Fiscal Performance
- Procurement and Contracting
- Program and Project Management
- Risk Management
- Strategic Planning
- Inspiring Ethical Leadership
- Proactive
- Diversity, Equity, Inclusion
- Human Resource Management
- Relationship Management
- Change Management
- Labor Relations
- Marketing and Public Relations
- Collaborative
- Teambuilder
- Diplomatic

EDUCATION

Certified Public Manager

Arizona State University - Bob Ramsey Executive Education - Tempe, AZ 2022

Master of Business Administration

Pepperdine University - Malibu, CA 2001

Bachelors Art – International Business

California State University - Fullerton, CA 1996

PROFESSIONAL ACCOMPLISHMENTS

Town Manager

Town of Kearny, Kearny, AZ 3/2021 – 2/2023

- Managed \$8M budget and staff of 33, in full-service departments (Public Works, Water Distribution, Library, Police, Volunteer Fire, Administration, and Town Clerk).
- Redirected stagnant LGIP funds (annual interest of ~ \$1K on \$1M) to Moreton Capital Markets investing in laddered CDs, increasing ROI by 200% in the first three months.
- Solicited free resources and assistance of RCAC (Rural Community Assistance Corporation) to complete a water and sewer rate analysis to determine town's ability to cover its expenses in providing services while planning for future expansion of those services; initiated rate structure adjustment (25% increase over 5 years) to cover cost of services.
- Worked with local county planners to update the 7-municipality Multi-Jurisdictional Hazard Mitigation Plan.
- Active member on several Central Arizona Governments committees: Management Committee, Transportation Technical Advisory Committee, Comprehensive Economic Development Strategy Committee.
- Secured \$7.125M in federal and grant funding in addition to \$362,034 ARPA funds for the 50-year-old water infrastructure.
- Applied for and received grant funding (\$9K) for: Police Department bullet proof vests, body cams, and laptops; park and lake improvement.
- Wastewater Treatment Plant cost savings of \$66,550 through sound management decisions and alternative uses of manpower and resources.
- Incorporated Capital Improvement Plans into budget, ensuring allocations from existing and anticipated revenues support the design and construction of a wide range of much-needed infrastructure improvement projects for the aging town.
- Upgraded antiquated technology and outdated software to provide more efficient services and reduce municipal spending thereby creating a more fluid and adaptable organization.
- Installed new code enforcement software at the police department achieving greater compliance in a more expeditious manner and attaining higher compliance rates.
- Negotiated contract with Enterprise Fleet Management to replace fleet of aging municipal vehicles on a 3-year cycle; savings of over \$100K per year in maintenance and repair costs.
- Renegotiated IGAs (intergovernmental agreements) with surrounding communities and various Pinal County Departments (animal control, planning and zoning, etc.).
- Hired new contract operator for WWTP and drinking water. Untold savings over last operator who was remiss in his duties which created NOVs (Notice of Violations from ADEQ).
- Orchestrated succession planning of several key positions while boosting morale through leadership and technical training opportunities.

- Worked with a local marketing team, assisting in a marketing and branding campaign for the town to promote tourism.

Personal Sabbatical

5/2019 – 2/2021

- Spent time reevaluating life and career options after the passing of Mr. Palmer (Palmer Ranch).
- Period of COVID lockdowns and mandates.
- Provided private tutoring.

Executive Personal Assistant

Palmer Ranch I - Kremmling, CO

9/2016 – 5/2019

- Coordinated personal errands, maintained daily schedule and appointments.
- Arranged 5 continental and international trips, securing air, cruise, and ground transportation, reserving hotels and leisure activities, and preparing detailed itineraries.
- Chronicled a detail account of all events through diary, photographic, and souvenir.
- Monitored and managed the activities for the 50-acre ranch; managed vendors, work hands, contractors and managed finances (bookkeeping, bill pay).

Administrator/Teacher

Tisdale Family Homeschool - Lake Elsinore, CA

6/2012 – 6/2016

- Created and taught diverse and culturally inclusive curriculum for grades 3-6 as per CA education guidelines for homeschooling.
- Established and communicated clear objectives for all lessons and activities.
- Increased learning retention through fun and engaging activities and fieldtrips.

Adjunct Professor

Mt. San Jacinto College - San Jacinto, CA

5/2003 – 8/2012

- Instructed students on various courses ranging from business, management, HR, relationship management, quality management systems (ISO 9000, Malcolm Baldrige, Six Sigma), process improvement, and labor law.
- Developed curriculum and training plans to include all aspects of analyzing, designing, developing, implementing, and evaluating learning and delivery strategies; ensured course material was instructionally sound and supported intended learning objectives.
- Taught contract classes to entry-level and management employees at local businesses: teambuilding, stress management, time management, organizational leadership, communication, coaching skills for managers, relationship building, computer skills.
- Coordinated speaker program on ethics bringing topic awareness to the forefront of business activities.
- Assisted in coordination of occupational internships for students enabling them to apply skills learned in the classroom to real world environment.
- Conducted workforce training and life-skills courses to youth organizations throughout the community.
- Participated in Business Education Advisory Committee working with local businesses to create programs for students that would lead to a skilled workforce and assist existing and new businesses in their operations, efficiencies, and needs assessment.

Executive Director

Menifee Valley Chamber of Commerce - Menifee, CA

9/2001 – 9/2002

- Effectively implemented operational objectives and procedures to support organizational activities for the promotion of economic development, ensuring compliance with non-profit regulations.
- Administrative work experience included: strategic planning, financial management (\$2M), effective communications, contract and lease management, facilities management, policy and program analysis, community partnership and engagement, and HR management.
- Increased membership by 10% by clarifying and modifying member policies.
- Streamlined office practices increasing efficiencies by 40%; prepared informational and instructional manuals, detailed job descriptions, and other materials for use in the administration of programs, services, and economic development.
- Modified event planning procedures for successful long-term event planning.
- Successfully planned and coordinated fundraising activities resulting in a 30% increase in profit.
- Conducted member surveys to determine needs and assess the value of implementation of new member-based programs.

- Planned, coordinated, implemented, and evaluated community outreach programs generating positive public awareness and support for the Chamber.
- Served as representative at civic and political functions maintaining a continuing liaison for the development and promotion of community relations.
- Participated in local discussions and incorporation meetings as related to economic development issues.
- Built and maintained positive relationships with key print and broadcast contacts, raising the visibility of the organization and its programs with the general public.
- Created, directed, implemented and managed the organization's marketing and communications programs designed to inform the general public and membership about the Chamber's activities.
- Created press releases, newsletters, informational and promotional printed materials providing relocation information to the region and benefits of Chamber membership.

Web Development Project Manager

1999-2001

Global Program Manager

1997-1999

Ingram Micro, Inc., - Santa Ana, CA

- Implemented standardized project management methodologies, cost controls, and best practices.
- Managed international projects by prioritizing resources and developing creative solutions to broad issues resulting in efficiency through streamlining and consistency.
- As part of an ISO 9000 company, provided enhanced and effective quality sales and service to clients, international and domestic, resulting in greater customer satisfaction.
- Participated in the redesign of the corporate and regional websites ensuring consistent company image and communications globally.
- Collected and researched reseller client data to manage, expand, and develop global solutions program for international reseller customers resulting in a global reseller network and database providing resellers an alternative partner alliance.
- Analyzed, researched, and tracked consumer/reseller purchasing trends, to initiate a global leasing program providing a valuable global solution for reseller partners.
- Coordinated and provided leadership across functional areas with international teams on global projects ensuring smooth transactions and customer satisfaction.
- Conducted marketing presentations to web customers increasing web design satisfaction through customer service satisfaction focused project management.

Export Assistant

Meade Instruments Corporation - Irvine, CA

4/1997 – 9/1997

- Coordinated and implemented all matters relating to the export of manufactured products ensuring accurate and timely delivery.
- Created, updated, distributed and maintained records, reports, logs and other documentation for prompt and accurate export delivery.

Fulltime Student

California State University, Fullerton, CA

8/1994 – 5/1996

Assistant Manager

Concord Savings Bank - Concord, NH

6/1993 – 5/1994

- Administrative work experience includes strategic planning - to include development of long- and short-term goals and plans, fiscal budget (\$12M), HR management, performance management, policy development, regulatory compliance, and internal and external communications.
- Performed financial analysis and reconciliations to ensure budget compliance and accuracy.
- Used analytics-driven strategies and tools to increase revenue and decrease overall operating costs in the banking industry, by tracking transactional data (deposits, loan portfolios, and cash flow) to create snapshot summaries of branch activities, personalize product offerings, identify opportunities for up-selling and cross-selling, and to implement risk management processes.
- Recruited, hired, trained, conducted skills assessments, and supervised staff, providing prompt and effective quality sales and service to clients.
- Conducted staff development, supervisory, motivational and team building seminars fostering teamwork and development of employee's abilities and competencies improving morale and creating greater efficiency.

- Prepared informational and instructional manuals, detailed job descriptions, and other materials for use in the administration of programs and services.
- Established and maintained liaison relationships with a variety of citizen, public, and private organizations and businesses.

Executive Director

American Embassy Recreation Association - Ankara, Turkey

6/1992 – 5/1993

- Managed daily operations through long- and short-range goals and plans and budget (\$50M) preparation for this non-profit organization serving diplomatic personnel.
- Implemented and assessed programs, services and policies, increasing customer satisfaction for the 300 American and Turkish national embassy employees.
- Evaluated and reorganized the structure of the organization for more effective operations.
- Established positive working relations and open communications between Embassy and Recreation Association personnel enhancing cultural relations.
- Maintained facilities for: tennis courts, dining facilities, and convenience store.
- Negotiated and coordinated contracts and acquisitions with contractors and outside service providers.
- Prepared informational and instructional manuals, standard of procedure policy manuals, detailed job descriptions, and other materials for use in the administration of programs and services. ensuring compliance with Embassy rules and regulations.
- Oversaw change management and operating procedures through implementation of new financial accounting software (increasing efficiency and reducing labor costs by 80%) and introduction of project management practices ensuring smooth operational transition and risk management monitoring.
- Engaged high-level Embassy leadership in Association activities while continuing to increase cultural awareness and understanding through promotion of Turkish-American relations via special events and receptions with the diplomatic corps.

Assistant Department Manager

First American Bank - McLean, VA

12/1991 – 5/1992

- Assisted with oversight of bank operations: budget (\$15M), human resources, and customer service.

Manager

Merchants National Bank - Berlin, Germany

5/1981 – 9/1991

- Managed banking operations for DOD contracted bank for military personnel: fiscal budget (\$70M), long-and short-range strategic planning, auditing, risk management, change management, facilities maintenance.
- Coordinated and negotiated contracts with contractors and outside service providers.
- Implemented and assessed programs, services, and policies for operational effectiveness, increasing the customer base, providing valuable customer solutions, generating positive public awareness, and promotion of community relations.
- Monitored and developed personnel rules and policies including employee training and incentive programs.
- Prioritized and assigned work; wrote detailed job descriptions; conducted performance evaluations; trained staff; and made hiring, termination, and disciplinary decisions.
- Developed and administered internal and external communications strategies.
- Ensured clear and open communications to staff increasing employee job satisfaction, proper procedural processes and customer satisfaction.
- Established proactive relationships with the media and the public through external meetings and communications.
- Liaised with senior military and diplomatic personnel.
- Served on Works Council liaising between management and employees by handling questions, interpreting, administering, and negotiating contracts, and helping resolve work-related problems to foster a positive work environment through collective bargaining.

CERTIFICATIONS

• From Line Items to Greater Alignment with Priority-Based Budgeting, ICMA	Jan 2023
• Annual Governmental GAAP Update, GFOA	Dec 2022
• A Budgeting Guide for Local Governments, ICMA	Nov 2022
• Achieving Workforce Diversity, Equity, and Inclusion in Local Government, ICMA	Jul 2022
• ICMA High Performance Development Academy – Professional Development Academy	Dec 2021
• Using Mapping and GIS to Improve Water Utility Operations and Sustainability, RCAP	Nov 2021
• Local Government 101: Local Government Management, ICMA	Oct 2021
• The Future of Work – Strategies for Adapting to a New Reality, ICMA	Oct 2021
• Budgeting for Big Swings: Resource Optimization and the American Rescue Plan, ICMA	Jun 2021
• Seizing Stimulus to Streamline Government Operations, ICMA	Jun 2021
• Servant Leadership for Elected Officials, Strategic Government Resources	Jun 2021

PROFESSIONAL MEMERSHIPS

• Government Finance Officers Association (GFOA)	Mar 2022 - Present
• Government Finance Officers Association of Arizona (GFOAz)	Mar 2022 - Present
• International City/County Management Association (ICMA)	Aug 2021 - Present
• Arizona City/County Management Association (ACMA)	Aug 2021 – Present

COMMUNITY AFFILIATIONS

• Member/President, Board of Directors, Susan G. Komen Inland Empire	2014-2016
• Committee Member, Vietnam Veterans Moving Wall, Temecula	2014
• Volunteer, Veterans Supplemental Support Network (VSSN)	2011-2015
• Advisory Board Member, Salvation Army-Murrieta Corps	2008-2016
• Day of Caring Event Coordinator, United Way Inland Valley	2007-2010
• Advisory Board, Temecula Valley People Helping People	2007-2008
• Treasurer, Lake Elsinore/SW Riverside County NAACP	2007-2008
• Education Division Chair, United Way 2007 Campaign Cabinet	2007-2008
• Secretary, Lake Elsinore/SW Riverside County NAACP	2006-2007
• District Secretary, Rotary District 5330	2006-2009
• Member, National Business Education Association/WBITE	2004-2012
• Founding President, Rotary Club of Southwest California	2004-2006

Candidate Questionnaire

Name	Sharon Wolz	Primary Phone	
Email			
Education	MBA, CPM		

	Current (Most Recent) Position	Previous Position	Previous Position
Title	Town Manager	Executive Personal Assistant	Administrator/Teacher
Dates of Employment	3/01/2021 – 02/15/2023	9/2016 – 5/2019	6/2012 – 6/2016
Organization & Location	Town of Kearny, Kearny, AZ	Palmer Ranch I - Kremmling, CO	Tisdale Family Homeschool - Lake Elsinore, CA
Reason for Separation/Desire to Separate	"no cause" release of contract due to political change in Council	Owner passed away	Closed school
Jurisdiction Population	2000	Click here to enter text.	Click here to enter text.
Reports To (Title)	Town Council	Mr. Palmer, Owner	Self
# of Department Staff	33	5	Click here to enter text.
# of Direct Reports	9	5	Click here to enter text.
Department Budget	\$8M	\$2M	Click here to enter text.
Explain any Employment Gaps	Personal Sabbatical 5/2019 – 2/2021 - Spent time reevaluating life and career options after the passing of Mr. Palmer (Palmer Ranch). - Period of COVID lockdowns and mandates. - Provided private tutoring.		

Instructions:

The purpose of this questionnaire is to provide us with additional information about you as a candidate and to gather examples of professional work that illustrate your background and experience. This information will be shared with hiring officials and others involved in making decisions about candidates selected to move forward in the selection process.

Please respond to each of the following questions by providing pertinent information. Some questions ask you to provide examples; please be sure to describe your direct level of involvement in the project or initiative. **Please be succinct – limit your responses to 300 words per question.**

1.	Why are you interested in the City Manager position with the City of Fernley at this specific time?
The major factors motivating me to apply for the City Manager position are as follows: Upon reading the position brochure, I immediately validated that I possess the knowledge, skills, and experience that exceeds the duties as mandated by the position. I also confirmed that I have proven experience to lead and manage the city team in providing continued excellent public service, and to work with the community and its stakeholders to meet their needs. I see an opportunity for a long-term commitment to fully apply my extensive business management and leadership skills to a position in which I can make a difference not only within the organization but with the people I encounter in that position. It is an opportunity to make a substantial impact in providing outstanding servant leadership through my passion for public service. Additionally, my research indicated that city management has a great vision for the city's future growth and development, which I find would be exciting to participate in and have input. The vision, mission, and value statements meld succinctly with the goals and strategies as presented in the 2021-2026 strategic plan. How refreshing! After reading the bios on the City Councilmembers, I believe I can have an open and professional working relationship with each member which is key to the success of meeting their goals and objectives for the city and its future. My attention was piqued by the cultural and demographic diversity of the city which manages to hold to its blue-collar and agricultural roots. I am attracted to the small-town lifestyle and outdoor adventure opportunities. Having travelled across the nation and experiencing other communities, Fernley sounds like a place I can finally call home. A place I in which I would like to be a part of the community and immersed in the culture.	
2.	Describe your current scope of responsibilities and explain how these responsibilities prepare you to take on the leadership and management responsibilities of the City Manager position.
In my most recent scope of responsibilities as Town Manager in Kearny, AZ, I managed a broad spectrum of municipal activities directed at ensuring organizational optimization through efficiency and strategic planning committed to excellence in public service. I provided inclusive and transparent visionary leadership to town residents, Council, and my talented and dedicated staff. Working closely with various county and regional partners, I found solutions to Kearny issues specifically relating to the 50+ year-old infrastructure. I worked with my staff to develop and pass the FY21-22 and FY22-23 budgets as well as finding new solutions to technology and programs providing more efficient services and reducing municipal spending. Utilizing regional resources, I completed a water rate study to validate the need for water and sewer rate increases to ensure the town's ability to cover its expenses in providing services while planning for future expansion of those services. I secured \$7.125M in federal and grant funding for the town's water infrastructure	

repairs. I integrated a CIP into the annual budget which had not been done for many years. This planning will ensure that there will be allocations from existing and anticipated revenues to support the design and construction of a wide range of much-needed infrastructure improvement projects.

In providing for continuity of operations, I orchestrated succession planning of several key positions while boosting morale through leadership and technical training opportunities. In planning for future revenue opportunities, I worked with a local marketing team, assisting in a tourism marketing and branding campaign.

There are many more activities I undertook to bring the town to a more structured and professional organization than had been managed in the last ten years. This municipal experience as well as my broad skills and experience in the private and non-profit sector provide me the ability to far exceed your expectations as your next city manager.

3. What has been your role in working with members of a governing body, collectively and individually? What steps do you take to support the governing body's policy-making activities?

Having a good working relationship with members of the governing body is crucial for a City Manager. Throughout my career, I have successfully fostered and maintained productive relations, and, respectful and open communication to those to whom I reported.

As Town Manager in Kearny, AZ, I reached out to all council members offering my assistance with and time for any questions or concerns they might have. The mayor and I set up a weekly schedule to discuss projects and other items to keep him abreast of what was going on in the administration of the town. Some council members were active in projects with me while others decided to check in with me when they had questions. In sum, I met with them as they desired.

As a professional manager I am expected to promote objective and impartial evaluations of the Mayor and City Council's proposals and provide professional recommendations and alternatives that meet legal, administrative, and ethical requirements. As such, I am capable of balancing their policy leadership role with their need to comply with the will of their constituents.

My professional recommendation should, ideally, help them balance what is politically desirable and what is administratively feasible based on available data, resources, and best practices. There will be times when politically attractive options differ from what is recommended. As a result, I might make unpopular recommendations knowing that the Mayor and Council might not support them. However, once they have made a decision, whether in support of or in opposition to my recommendation, I will support their wishes and will assure that others working within the organization do so as well.

4. Explain your budget philosophy and the level of involvement you seek or would seek from the City Council and department directors in the budget development process.

I have used line-item, performance, and MBO (Management by Objectives), budgeting philosophies, over the course of my career.

My overall budget philosophy is that of classical economists; governments should balance their budgets each year. However, I am also of the ICMA – GFOA mindset that local governments need to RETHINK BUDGETING (<https://www.gfoa.org/materials/why-do-we-need-to-rethink-budgeting>). Municipalities need to move

beyond the typical percentage increases in line items year after year and focus on long-term financial planning which forces them to consider the longer-term consequences of their actions ensuring that the impacts of budget decisions are understood over a multi-year planning horizon.

A municipality's budget should reflect its vision, strategy, and priorities. The process in creating a budget should be inclusive, transparent, and efficient. This process includes building trust through involvement and buy-in from citizens, department heads, and elected officials. A municipality can build greater trust and buy-in from stakeholders when they adopt and adhere to budgeting best practices.

Once Council has set its strategic financial guidelines for the financial team, department directors submit their budget requests for the team to begin the review process and establish a baseline budget. Once created, it should be communicated to the City stakeholders for review and comment. Once feedback is obtained and any adjustments made, there should be another public review then presentation to the Council for final approval.

It needs to be managed throughout the year, monitoring projected vs. actual spending and how departmental plans are progressing over time. There should be intermittent budget reconciliations or fiscal forums to guide spending, especially for departments that are spending ahead of their budgets. This allows them to bring their spending back inline before the end of the fiscal year and ensures records are accurate and complete. This is also a good time to assess the performance of each department.

5.	Describe your experience, if any, in building productive partnerships with outside groups such as the school district, business groups, community and neighborhoods groups, and other regional governments.
-----------	--

I have built productive partnerships throughout my career in working with military and diplomatic personnel, government officials, political groups, community organizations, the general public, and many other stakeholders. I am proficient in communicating and representing organizations for the development and promotion of relations and to meet organizational goals and objectives.

As Town Manager in Kearny, AZ, I established a public-private partnership with PHI Air Medical, an air ambulance service for the residents. This low-cost air medical membership program, ensures members don't pay out-of-pocket expenses when flown by their medical helicopters.

I also established a partnership with ADEQ and ASU to assist in making Kearny Lake viable again. I obtained a grant from ADEQ for a lake study survey and analysis report. That report was shared with the ASU City Projects program to obtain student participation in devising a plan to revitalize the lake thereby enhancing economic development through tourism.

By creating a Community Events Coordinator position in Kearny, I expanded partnerships with the local school district, Chamber of Commerce, Town Library, and the senior community. These partnerships offered a unified and symbiotic relationship in program development for the continuing of educational programs and community development.

I integrated diversity both within the California community college system and the framework of the local communities through educational programs and forums. Working with students of varied backgrounds to

	ensure a positive and rewarding educational experience, I further provided developmental and learning alternatives for them by initiating a Rotoract Club where young adults work with the local Rotary club to augment their knowledge and skills within the community while learning and promoting international understanding and peace through a framework of friendship and service. I also coordinated multicultural relationship development programs for youth through a partnership with a local chapter of the NAACP.
6.	Summarize your experience executing a strategic plan, or how you approach this, and comment on the respective roles of elected officials and staff in this process. How do you or would you build a sense of ownership in the strategic plan among the City Council and employees at all levels of the organization? I have implemented strategic plans through my roles as Town Manager, Kearny, AZ, Manager of Merchants National Bank in Berlin, Germany, and Board President of the Susan G. Komen Affiliate in Southern California, to list a few. A strategic plan is based on a strategic vision which is a concept of relating an organization’s ideal future to the strategy used today. This vision needs to be developed by all city stakeholders (elected officials, employees, residents, and others). To actualize the vision, the statement must be followed with a plan of action for fulfilling what’s declared in the vision statement. Once the vision is developed, it needs to be communicated throughout the organization and to city stakeholders in such a way as to foster enthusiasm and commitment. A clear, shared organizational vision is one of the greatest predictors of employee and stakeholder engagement. Fostering a strategic vision requires laying the proper groundwork so that the vision and strategy are embraced and marshal support rather than create resistance. I would work with all stakeholders (within and outside of the organization) to ensure this vision is succinct and widely understood throughout all levels of the organization and community. Having clearly defined the vision and mission of the organization, I would then work with the team to set strategic objectives that are aligned with the organization's long-term goals. These strategic objectives translate into an operational strategy that can be implemented, monitored and evaluated. To make sure the strategic plan stays on track, I would implement tracking using metrics to check its progress. The metrics should be clearly tied to the strategic objectives and move employees toward actions for desired goals. Metrics should also be reviewed at follow-up meetings with staff and stakeholders to make sure they provide useful information and stimulate the best results.
7.	Describe your leadership philosophy. What steps do you or would you take to cultivate trust and collaboration among the City Council and the City’s senior management team? My leadership philosophy is based on the premise that the most important asset of a business is its employees. No business can achieve its potential unless each employee has the ability to achieve their individual potential. I endeavor to create an environment where every individual has equal opportunity to achieve their full potential, and human differences are valued. I encourage an environment that is open and creative and inspires

best efforts and results, and where cooperation and teamwork thrive along with each individual's personal growth and contribution.

To cultivate trust and collaboration among the City Council and the senior management team, I would facilitate open and transparent communication. Communication is fundamental to building trust. People won't follow a leader they don't trust. Trust makes it easier to get alignment. This is done by:

- Being transparent from the top down. Modeling this behavior provides examples of what appropriate behavior looks like. This includes being honest about situations and challenges. If I am not honest, I will lose trust.
- Asking for feedback. This encourages open communication and collaboration. It shows I value other's opinions and input.
- Showing respect. Those who feel respected are more open to communicating and collaborating.
- Being approachable. An approachable demeanor shows respect and elicits open communication and involvement.
- Adjusting communication techniques. What one person expects can differ from what others expect. How much information do they wish to receive and how often? How do they want to receive information? Email? Phone? Text?
- Communicating consistently. Varying my message or appearing to take different positions with different members creates inconsistent messaging and will harm my credibility.
- Making open and transparent communication a part of the organizational culture. Employees who recognize that open communication is part of the organizational culture are usually more open to expressing their ideas freely.

8. **Tell us about the feedback you have received from peers, supervisors, and subordinates with whom you work regarding both your strengths and areas of improvement as a professional leader and manager.**

I have been told and noted that:

- I am a friendly and empathic manager who reaches out to others with warmth and sincerity.
- I tend to be tactful and choose my words carefully to avoid any miscommunication.
- I am inclusive in the decision-making process.
- Although I do not seek public recognition, I do appreciate genuine praise.
- I like well-orchestrated teamwork that leads to superior results.
- I have an ability to connect with others.
- I make an effort to support my staff's long-term professional growth by providing resources, environments, and opportunities that capitalize on their potential.
- My focus on collaboration motivates people by building trust among coworkers.
- My willingness to listen to others' concerns with patience and empathy sends a message that people matter to me.
- I show diligence and professionalism.
- I have a "big picture" approach and know what needs to be done and plan ways to get it done.
- I have a good business mind with strong financial practices.
- I consider the long-term impact of decisions made today.

Some of my areas of improvement are:

- I tend to be too trusting. I sometimes put substantial trust in others and at times allow my optimism to overshadow potential risks and obstacles.
- Because I tend to be encouraging, I am usually optimistic about people's abilities and may assign responsibilities based on potential instead of an actual skill set.
- I am sometimes too tolerant when people fail to meet expectations.

9. **Describe the most challenging infrastructure project in which you have been involved. What factors made the project challenging and how did you address them?**

Keeping projects organized and on time requires attention to detail and strong multi-tasking and organizational skills. I apply these skills to my projects. And, as documentation is a crucial component of any project's success for project control, evaluation, and coordination of project effort among team members, I keep detailed logs and charts at every stage of my projects. After completion of the project, I conduct debriefings with all team members in an effort to analyze the success of the project and to correct any deficiencies as we move forward with future projects. In addition, clear and constant communication makes for a successful project.

As Town Manager in Kearny, AZ I ran three water infrastructure projects with three different sets of contractors and teams. During the course of managing the water filtration plant, wastewater treatment plant, and well/water tank projects, I met both in-person and via Zoom with project teams, engineers, and other key players to determine timelines of financing, phases and priorities, and project milestones. Significant issues for each of these projects was the timing of fund availability to start the project, managing the time sensitive bid process, communicating with contractors for ordering and delivery of materials (especially sensitive to the supply chain and rising costs of materials). I successfully overcame any obstacles by being proactive in communications and follow-up with team members.

10. **Describe the process you use to evaluate organizational efficiency and effectiveness and user satisfaction with the delivery of services related to internal and external communications, including the use of modern IT processes and systems and comment on metrics that have been useful in such an evaluation.**

During the course of my career, I have evaluated organizational processes for efficiency through the use of a combination of confidential surveys and interviews geared to gather data related to productivity and climate, strategic goals and objectives, and roles, relationships, and responsibilities. Faculty members, staff employees, and unit leaders have all been included in the data-gathering processes. Additional stakeholders have been included when appropriate. I have also used pareto charts and histograms, walk-about, discussion groups, suggestion boxes, gap analysis, and many other processes. The key is to find the one that works in the current organization.

My usual process is taking the following initial steps:

1. Review the organizational chart. A good organization has a structure based on different levels of authority and responsibility and includes job descriptions for each position with clear levels of authority established.
2. Meet with staff and stakeholders. This step lays the foundation for building trust and to begin to identify achievable short-term goals and a means to track the successfulness of those goals.
3. Evaluate senior and mid-level management. This will determine whether the management team has the right profile and skills, whether it is up-to-date and adequately trained, and whether it is effective in communicating with and motivating others.

4. Evaluate strategic and operational planning. Evaluating the strategic plan helps the organization determine if the action plans are adequate to achieve its mission and vision. It should specify the objectives to be achieved and include an analysis of the organization's strengths, weaknesses, opportunities and threats. It should also state the expected results and the stages at which these results should be achieved. In addition, it should identify the resources that the organization expects to have available in order to carry out the plan. Evaluating financial operations will determine if the city's medium-term financial needs are at a level of financial self-sufficiency or if additional sources of income or financing will be required.

11. **Describe any other areas of expertise or experiences that are relevant to this position that have not been addressed in previous questions.**

I hold myself to high ethical standards which follow in the tenets of the ICMA code of ethics* and, as a former Rotarian and Paul Harris Fellow, the 4-Way Test.** Having been involved with numerous community organizations, I have a history of servant leadership with a passion for public service. I remain apolitical in my service and duties to the public, seeking the best outcomes for all in the community.

My broad, generalist experiences across several industries in the private and non-profit sector have proven to translate to successful outcomes in the public sector of management. I have used my project management skills to successfully manage several CIP projects simultaneously; used my economic development skills to address constraints in small, landlocked Kearny; have facilitated change and implemented procedural efficiencies through my performance management skills; reduced municipal spending through sound contract negotiations while increasing revenue through keen financial management decisions. I am always looking for ways to work smarter not harder. I continuously seek process improvement methods to provide increased service and efficiency to customers, both internal and external. Increased efficiencies allow my team to focus on other pressing goals and objectives.

My experience in writing and implementing grants spans across several non-profit organizations and the public sector. I have obtained over \$200K for several non-profit organizations and most recently, water infrastructure grants for the Town of Kearny, AZ in the amount of \$7.125M.

My communication style is direct, honest, and transparent. I believe in fostering a culture of open, transparent communication with everyone I encounter.

There are many more attributes I can offer the City of Fernley. You would not find a more dedicated candidate to fill the position.

* <https://icma.org/page/icma-code-ethics>

** <https://my.rotary.org/en/guiding-principles>

Due Diligence Form

Name: Sharon Jakubowski Wolz

1. Do you have any concerns about the posted salary range for this position? Yes ☐ No ☒
2. If selected for the City Manager position, what is the length of notice you must give to your current employer and when will you be available to start employment with the City of Fernley? No notice, but will need time to find housing and relocate.
3. Have you been subject to any disciplinary actions, including suspension, probation, or demotion in your adult working career through your employer, a professional association, or licensing agency? If so, please explain. Yes ☐ No ☒
4. Have you been dismissed, asked to resign, or accepted a mutual separation agreement and/or severance? Are you currently negotiating a separation agreement? If yes to any, please explain the circumstances. Yes ☒ No ☐ I was released from my contract for "no cause" due to the political change in Town Councilmembers.
5. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical conduct, malfeasance or misfeasance in the performance of duties? If so, please explain. Yes ☐ No ☒
6. If requested, are you able to provide written performance evaluations, or performance reviews for the past two years? Yes ☐ No ☒
7. Have you been in your current, or most recent organization, for less than two years? If yes, please explain why you are interested in a career move at this time. Yes ☒ No ☐ Yes, 13 days shy of two years.
8. Is there anything in your professional or personal background, conduct or history that a past or future employer or constituent may find concerning, or questionable, or that could impair your ability to perform your work, if said information emerged at a later date? If yes, please explain. Yes ☐ No ☒
9. Have you ever been the subject of media reports, social media postings, or blogs in the communities where you have worked that make adverse statements about your work? (We encourage applicants to disclose all information and allow us the opportunity to discuss any issues that may be a concern.) Yes ☒ No ☐ You may find remarks on Kearny social media. The town's people were not receptive to an "outsider" coming in to manage town affairs despite my efforts for transparency. It took ~ 6 months for them to come around after several Town Manger meetings and stressing my open door policy.

I understand that if reliable information arises contrary to my above responses it could result in the disqualification of my current application or any future searches.

Signature Sharon Jakubowski Wolz

Date 18June23

NAME	Jakubowski Wolz
Confirm Employment	NA
Social Media	NA
Fired	NA
Severance	NA
Resign	NA
Lawsuit	NA
Arrest	NA
DUI/DWI	NA
YouTube	NA
Notes	Feb 2023 Finalist for City of Florence City manager https://www.canoncitydailyrecord.com/2023/02/28/florence-to-host-meet-and-greet-for-city-manager-candidates/ Feb 2023 City of Boardman City Managers hold Meet and Greet (Includes short bio and comments from Jakubowski Wolz) Potential Boardman city managers hold meet-and-greet Local News hermistonherald.com Jan 2023 – Finalist for City of Boardman City manager https://northeastoregonnow.com/boardman-names-three-finalists-for-city-manager-position/ March 2022 Jakubowski Wolz presents art piece for City of Kearney's retiring Fire Chief https://www.copperarea.com/pages/kearnys-fire-chief-retires/ March 2021 Mayor of Kearney announces new City Manager Jakubowski Wolz in her monthly letter https://www.copperarea.com/pages/from-the-mayors-desk-water-issues-a-new-manager-and-the-kearny-ambulance/



CANDIDATE 2 – BENJAMIN MARCHANT

May 19, 2023

Baker Tilley
% Ms. Yolanda Howze

Dear Ms. Howze:

Thank you for the privilege of presenting my qualifications for the position of City Administrator for Fernley, Nevada. My expertise in organization management, strategic planning, finance, personnel and project administration has been developed, tested and refined over twenty years of public service in local government, fifteen years as the chief executive officer in four positions as city manager. A strong and diplomatic approach drives my success in effective government administration in an environment defined by limited resources and extraordinary workloads. My leadership, management and administrative style achieves optimal performance consistent with principles of equity, justice, inclusion, diversity, transparency, accountability, integrity and service. Making a difference through raising organization and community performance to exceptional levels is the inspiration that drives me in helping to fulfill the mission, vision and strategic priorities of the communities I serve.

My diplomatic, principled, and candid approach brings a highly effective professional ethic that produces excellence and results in the work I perform. Thank you for the time that you and the hiring committee have taken to consider my credentials and fit. I look forward to making your acquaintance as this selection process continues.

Sincerely,

Benjamin Marchant

Benjamin B. Marchant

EDUCATION

Master of Public Administration, Fiscal Administration - Northern Illinois University

Bachelor of Arts, Political Science, University of California, San Diego

PROFESSIONAL EXPERIENCE

Town Manager, Coventry, Rhode Island 2021-Present

Population 35,668 987 FTEs \$114,000,000 Budget

Duties: Administration of municipal governance, budgeting, strategic planning, project management, labor relations. Departments: School, Police, Public Works, Parks & Recreation, Planning, Finance (Tax Assessor, Tax Collector), Town Clerk (Vital Records, Licensing, Land Evidence), Board of Canvassers, Library, Information Technology.

Organization development: Budget administration: implemented a new budget with increased detail, transparency. Addressed years of financial mismanagement and lack of accurate accounting and poor record keeping by implementing and enforcing written policies and procedures. Personnel: wrote and adopted comprehensive personnel policies, rules and regulations where none previously existed, labor relations and collective bargaining with International Brotherhood of Police and Association of Federal, State and Municipal Employees. Project management: litigation (lease over water maintenance of Flat River Reservoir, dispute over PILOTs with Fire Districts, various land development and zoning issues) administration of post-closure landfill.

Township Manager, Springettsbury Township, York, Pennsylvania 2016-2020

Population 27,864 98 FTEs \$31,000,000 Budget

Duties: Administration of municipal governance, budgeting, strategic planning, project management, labor relations. Departments: Police, Public Works, Wastewater Treatment Facility (Regional), Planning, Administration, Parks and Recreation, Fire (Regional), Ambulance/Rescue (administered 3rd party contract)

Organization Development: Budget management: Resolved 10 years of structural budgeting deficits (>\$1M), increased reserves by 80% in three years, implemented GFOA quality budget criteria. Project management: initiated construction of a new Police facility (unrealized Township goal for >50 years), initiated agreement with Norfolk-Southern Railroad for at-grade crossing of critical traffic connection and road extension (unrealized Township goal for >30 years), conducted an audit of IT services and initiated a correction plan to improve security and operational sustainability.

City Manager, City of Coquille, Oregon 2012-2016

Population 3,865 35 FTEs \$12,000,000 Budget

Departments: Police, Fire, Public Works (Roads, Water Sewer, Parks), Library, Finance, Urban Renewal

Duties: Administration of municipal governance, budgeting, strategic planning, project management, labor relations.

Organization Development: Labor relations and collective bargaining Teamsters (Public Works) and the Fraternal Order of Police. Completed a comprehensive update to the Personnel Policy Manual. Implemented performance evaluations city-wide. **Capital projects:** Project management construction of \$12M Wastewater Treatment Facility.

Strategic management property acquisition: ODOT property for a public works facility and consolidation of city properties, retail grocery store for a future library facility, and a former elementary school property repurposed for economic development, residential development, emergency operations, and community services. Urban renewal/beautification: demolition of three blighted buildings, downtown facade and traffic pattern

improvements. **Community engagement:** Conducted citizen surveys, town hall meetings, community visioning and strategic planning. **Asset management:** Conducted a timber sale of city forestry assets. Expanded scope of Municipal Court. Developed a Master Parks Plan. **Economic development:** business outreach and retention,

community marketing and business recruitment, active in regional economic development efforts.

City Administrator, City of Jerome, Idaho 2008 – 2011

Population 10,890 104 FTEs \$18,040,000 Budget

Departments: Police, Fire, Public Works, Administration, Building, Engineering, Information Systems, Library, Water Works (Wastewater Treatment Facility, Water, Irrigation, water rights administration)

Duties: Administration of municipal governance, budgeting, strategic planning, project management, labor relations.

Budget administration; implemented GFOA Distinguished Budget Award criteria for 2008, 2009 and 2010.

Benjamin B. Marchant

Strategic Planning and Performance Management implemented for improved transparency, accountability, goal setting, achievement and productivity. **Project management:** completed construction of new senior center (\$1M), completed a road project (stalled for 24 yrs), completed a federal EDA grant project (\$5M, also stalled 5 years and at risk of significant liability), and completed major upgrades to water and sanitary sewer systems. **Communications:** citizen survey, citizens' academy, town hall meetings, media/public relations, social media and website renovation, community newsletter. **Organizational development:** promoted open, professional and high performing organizational culture, adopted new personnel policy manual, labor relations/collective bargaining.

Assistant to the City Administrator, City of Maryland Heights, Missouri 2005 – 2008

Population: 27,472 \$33,416,000 budget

Duties: Performance management, Communications, Budgeting, Strategic planning, Supervision, Risk management, Economic development.

Administrative Intern, Village of Hoffman Estates, Illinois 2004 – 2005

Population: 50,598 Budget: \$93,376,420

Duties: Conducted various duties as assigned in the areas of budgeting, economic development, human resources management, emergency preparedness, project management and communications.

Deputy Chief of Protocol, Office of the Mayor, City of San Diego, California 2000 – 2004

Population: 1,234,000 Budget: \$900,000,000

Duties: Community Relations; liaison between the Mayor, City Council, City staff, Town Councils, Planning Boards and the public attending meetings, event planning and coordination.

SKILLS

Language: Also fluent in Spanish and French

Computers: Professional competency in standard office software platforms.

AWARDS AND ACTIVITIES

James M. Banovetz Fellowship 2005, Northern Illinois University James Banovetz Scholarship 2005
Illinois City/County Managers Association, American Field Service Alumni (France) 1993 – 1994
Eagle Scout 1993

ORGANIZATIONS

International City/County Manager's Association, Member 2004-Present **Credentialed Manager**

Oregon City/County Manager's Association (Member 2012-2015) Board Member 2016

Idaho City Manager's Association, President 2011 (Member 2008-2011)

Rotary Club, President-elect 2016 (Member 2008-2020)

Jerome Chamber of Commerce, Board Member 2010-2011

Government Finance Officers Association, Member and Budget Reviewer 2007-2011

South Coast Development Council, Board Chair, Secretary, member 2014-2016

Coquille Carousel Association, President, Treasurer 2013-2016

Boy Scouts of America, Scout Committee 2013-Present.

References Available Upon Request

Candidate Questionnaire

Name	Benjamin Marchant	Primary Phone	██████████
Email	████████████████████		
Education	Masters of Public Administration, Northern Illinois University Bachelors of Political Science, University of California, San Diego		

	Current (Most Recent) Position	Previous Position	Previous Position
Title	Town Manager	Interim Township Manager	Township Manager
Dates of Employment	April 2, 2021 – Jan 17, 2023	Jan 2, 2021 – March 5, 2021	September 20, 2016 – May 5, 2020
Organization & Location	Town of Coventry, Rhode Island	Manheim Township, Lancaster, Pennsylvania	Springettsbury Township, York, Pennsylvania
Reason for Separation/Desire to Separate	Termination of Contract.	Conclusion of interim engagement.	Mutual separation agreement.
Jurisdiction Population	36,000	41,000	27,000
Reports To (Title)	Town Council	Board of Commissioners	Board of Supervisors
# of Department Staff	180	186	106
# of Direct Reports	10	11	9
Department Budget	\$114,000,000	\$37,000,000	\$32,000,000
Explain any Employment Gaps	January 2023 to present self-employed in municipal consulting work. May 2020 – January 2020 duration of employment search.		

Instructions:

The purpose of this questionnaire is to provide us with additional information about you as a candidate and to gather examples of professional work that illustrate your background and experience. This information will be shared with hiring officials and others involved in making decisions about candidates selected to move forward in the selection process.

Please respond to each of the following questions by providing pertinent information. Some questions ask you to provide examples; please be sure to describe your direct level of involvement in the project or initiative. **Please be succinct – limit your responses to 300 words per question.**

1.	Why are you interested in the City Manager position with the City of Fernley at this specific time?
I am seeking to serve in an organization that shares my values for integrity, transparency, accountability, and professionalism. This position is attractive to me because it presents the opportunity to perform similar work for an organization that supports these same values in its mission and vision statements.	

2.	Describe your current scope of responsibilities and explain how these responsibilities prepare you to take on the leadership and management responsibilities of the City Manager position.
My scope of responsibilities has grown and evolved over the past fifteen years in the positions I have held as City Manager. Each of the full-service municipalities I have served has developed my skills and wisdom as an effective manager who builds high-performing teams in every environment. Experience with the following municipal departments includes volunteer, full-time professional and hybrid fire service, Emergency Management Services, Police, Code Enforcement, Planning, Public Works, Water Treatment and Distribution, Sewer Collection and Treatment, Irrigation, Parks, Recreation, Finance, Tax Collection, Tax Assessment, Board of Canvassers, City Clerk, Vital records, Deed Recording, Communications, Information Technology, Human Resources, Economic Development, Resource Management (land and timber), Library, Golf course.	
3.	What has been your role in working with members of a governing body, collectively and individually? What steps do you take to support the governing body's policy-making activities?
In the role of municipal manager, I have served as the operations manager for carrying out the directions of the governing body. I work closely with each of the members of the governing board, individually and collectively, to address priorities and issues as they arise. I am conscientious in keeping the governing board informed of all developments and incidents that may be reported in the media. I see my role as integral for assisting the governing body to develop strategic priorities and policies to better meet the needs of the community. I provide information, guidance and recommendations based on the specific needs of the community and best practices in the various governmental functions.	
4.	Explain your budget philosophy and the level of involvement you seek or would seek from the City Council and department directors in the budget development process.
For me, the budget is where the community puts its money where its priorities are. The development of the budget works best when it follows a strategic planning process where the City Council, department directors and the public can give input and align the organization to be most effective in meeting immediate and long-term needs. The budget should also have measurable goals and a reporting process to demonstrate productivity and success in meeting those goals.	
5.	Describe your experience, if any, in building productive partnerships with outside groups such as the school district, business groups, community and neighborhoods groups, and other regional governments.
In Springettsbury Township, I assisted in identifying an opportunity to improve safety, traffic circulation, reduce congestion, improve economic development, reduce nuisance noise and heavy truck traffic through a residential neighborhood and improve overall value to a business park by championing an at-grade railroad crossing. I assembled a team including elected officials of the Township, the County, the State and the US Representative along with a broad coalition of stakeholders including the businesses within the business park, residents of the nearby neighborhood, the County Jail, the County Emergency Operations Center, the Regional Fire Department, the Housing Authority, County Planning, and the Norfolk Southern Railroad. Despite opposition from Norfolk Southern Railroad, the compilation of traffic and safety issues and the many documents supporting this connection in a two hundred page briefing prevailed in securing the Railroads support to proceed with this new at-grade crossing before the Pennsylvania Public Utilities Commission.	
6.	Summarize your experience executing a strategic plan, or how you approach this, and comment on the respective roles of elected officials and staff in this process. How do you or would you build a sense of ownership in the strategic plan among the City Council and employees at all levels of the organization?
I have 15 years of experience developing and implementing capital plans for facility and infrastructure improvements in local government municipalities. Priorities are determined as part of the strategic planning process which looks ahead at least five years to plan for anticipated needs. The needs and priorities are matched up with budget projections for revenues and other funding sources to potentially cover the costs of these projects. To achieve success, I have relied on a combination of planning, partnerships and	

	entrepreneurial strategies to fund these projects in a way that is sustainable and resilient. The participation, commitment and support of City Council and department directors is essential to the successful implementation of this plan.
7.	Describe your leadership philosophy. What steps do you or would you take to cultivate trust and collaboration among the City Council and the City’s senior management team?
	I believe that trust must be earned and demonstrated where actions match the words and values that we speak. The first step is to build relationships with each person to get to know each other and establish expectations and preferences for how to work together. Regular and frequent communication is required for these relationships to develop the kind of strength and trust needed for effective leadership. I have enjoyed strong unity of vision, collaboration and leadership in each of the organizations I have served.
8.	Tell us about the feedback you have received from peers, supervisors, and subordinates with whom you work regarding both your strengths and areas of improvement as a professional leader and manager.
	I have a reputation for fairness, professionalism, diplomacy and creative approaches to problem solving. They say I am a natural leader and bring a sense of peace and stability to situations that are often stressful or unpleasant. Several of the directors that I have had the privilege of working with have thanked me for supporting them in their professional growth and development in ways that they had never before experienced from a City Manager. Improvement in navigating controversial and politicized issues is for me, an on-going test of discretion, leadership, values and ethics.
9.	Describe the most challenging infrastructure project in which you have been involved. What factors made the project challenging and how did you address them?
	One of the most challenging infrastructure projects I was involved with was the construction of a new wastewater treatment facility that was being built on top of the old one with total continuity of service through the transition. This required a great deal of planning, coordination and accountability through close supervision of the project. The project was successful and completed with several innovations that made it a stand out model of success for a small city (4000 pop) sewer plant.
10.	Describe the process you use to evaluate organizational efficiency and effectiveness and user satisfaction with the delivery of services related to internal and external communications, including the use of modern IT processes and systems and comment on metrics that have been useful in such an evaluation.
	Two procedures I use to evaluate the effectiveness and efficiency of a city are public surveys to measure user satisfaction and internal job and performance reviews of individuals and business units or departments. These procedures have varied based on the level of investment each organization has made into technology for collecting and tracking data on performance and output measures. The value of these efforts is tremendous, as employees and departments respond to what is being measured and tracked to improve their operations and services.
11.	Describe any other areas of expertise or experiences that are relevant to this position that have not been addressed in previous questions.
	My values and commitment to the profession of providing excellent management and leadership to local governments is based on integrity, transparency, accountability and justice. I believe that to lead well, I must serve well and demonstrate my values by my example. I have enjoyed strong support and loyalty from the members of my leadership teams in every instance of my career history. Although difficult, I thrive in meeting challenges head on to make a positive difference for the communities I serve. I am delighted to learn of plans and programs that I initiated years ago become realized as I see the communities I have served celebrate these worthy accomplishments (library, recreation trails, police station).

Due Diligence Form

Name: Benjamin Marchant

1. Do you have any concerns about the posted salary range for this position? Yes ☐ No ☒
2. If selected for the City Manager position, what is the length of notice you must give to your current employer and when will you be available to start employment with the City of Fernley? Not applicable
3. Have you been subject to any disciplinary actions, including suspension, probation, or demotion in your adult working career through your employer, a professional association, or licensing agency? If so, please explain. Yes ☐ No ☒
4. Have you been dismissed, asked to resign, or accepted a mutual separation agreement and/or severance? Are you currently negotiating a separation agreement? If yes to any, please explain the circumstances. Yes ☒ No ☐ My contract was terminated by the Town of Coventry January 2023. The November 2022 elections effected a sharp change in the direction and values of the Town Council that favored the political influence of the labor unions over management.
5. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical conduct, malfeasance or misfeasance in the performance of duties? If so, please explain. Yes ☐ No ☒
6. If requested, are you able to provide written performance evaluations, or performance reviews for the past two years? Yes ☒ No ☐
7. Have you been in your current, or most recent organization, for less than two years? If yes, please explain why you are interested in a career move at this time. Yes ☐ No ☒
8. Is there anything in your professional or personal background, conduct or history that a past or future employer or constituent may find concerning, or questionable, or that could impair your ability to perform your work, if said information emerged at a later date? If yes, please explain. Yes ☐ No ☒
9. Have you ever been the subject of media reports, social media postings, or blogs in the communities where you have worked that make adverse statements about your work? (We encourage applicants to disclose all information and allow us the opportunity to discuss any issues that may be a concern.) Yes ☒ No ☐ Certain members of the Town of Coventry Town Council made derogatory comments about me and my work to the press in the course of terminating my contract. None of the statements were true or substantiated by evidence.

I understand that if reliable information arises contrary to my above responses it could result in the disqualification of my current application or any future searches.

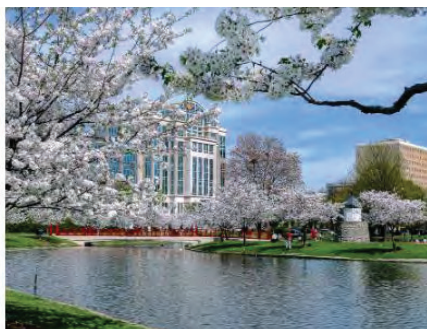
Signature Benjamin Marchant

Date 06/23/2023

NAME	Benjamin Marchant
Confirm Employment	Marchant's employment with the Town of Coventry has been terminated.
Social Media	https://www.linkedin.com/in/ben-marchant-038a525/ https://www.facebook.com/ben.marchant.16/ https://twitter.com/MarchantBen
Fired	! January 2023 Article on the Coventry Town Council voting unanimously to terminate Benjamin Marchant's employment as town manager. https://www.ricentral.com/kent_county_daily_times/marchants-employment-terminated-by-tc/article_8ad2c1b2-9e41-11ed-bfed-8fa6f19be28a.html ! (See documents below - Town Council Docket and two Resolution of the Town Council documents)
Severance	N/A
Resign	May 2020 article about Marchant "mutually separating" from the Springett's Township Manager position; article indicates Marchant suddenly left the job https://www.yorkdispatch.com/story/news/local/2020/05/21/springetts-board-plans-manager-search-after-sudden-departure/5235493002/ April 2012 article about Marchant as an Auburn City Manager candidate; Marchant refers to his resignation from Jerome City in the article https://www.sunjournal.com/2012/04/26/auburn-manager-candidate-marchant-stranger-city-politics/ October 2011 article indicating Marchant resigned as Jerome's City Manager https://newsradio1310.com/jeromes-city-manager-resigns/
Lawsuit	N/A
Arrest	N/A
DUI/DWI	N/A
YouTube	N/A
Notes	! December 2022 article and video about the Coventry Town Council voting to suspend Marchant https://turnto10.com/news/local/coventry-town-council-votes-to-suspend-town-manager-ben-marchant-dec-21-2022

	! December 2022 article about Councilors suspending Marchant for “a career’s worth of errors” https://www.wpri.com/news/local-news/west-bay/councilors-suspend-coventry-town-manager-for-a-careers-worth-of-errors/ ! December 2022 article about the Coventry Town Council suspending Marchant https://patch.com/rhode-island/coventry/coventry-town-council-suspends-town-manager November 2022 article about a man charged with threatening to bomb Coventry Town Hall; Marchant is quoted on behalf of the Town https://www.wpri.com/news/local-news/west-bay/man-charged-with-threatening-to-bomb-coventry-town-hall/ June 2022 article about a bridge in Coventry using ARPA funds to be repainted; Marchant is referred to in the article https://www.paintsquare.com/news/view/?25148 April 2022 article about Town of Coventry employees not being paid; Marchant is quoted in the article https://www.abc6.com/180-town-employees-without-pay-in-coventry/ September 2021 Coventry Town Councilmember Facebook post that credits Marchant and the finance director for doing a great job of laying out the Town’s current liabilities https://www.facebook.com/groups/BiggestTownSmallestState/posts/2338237629646001/ March 2021 article about Coventry’s Town Council approving Marchant’s Town Manager contract https://www.ricentral.com/kent_county_daily_times/coventry-t-c-oks-town-manager-contract/article_8f187d32-8cd4-11eb-9a64-fba2fc179330.html January 2021 article about Marchant being hired as Manheim Township’s interim Township Manager https://lancasteronline.com/news/local/manheim-twp-hires-benjamin-marchant-as-interim-township-manager/article_e902075e-560c-11eb-bdcf-0b7a857f75df.html
--	---

	May 2016 article about Coquille police warning of an IRS scam; Marchant is quoted in the article https://kpic.com/news/local/coquille-police-warns-of-irs-scam-circulating-the-area May 2012 article about Coquille picking Marchant as their City Manager https://theworldlink.com/news/local/coquille-picks-ben-marchant-for-city-manager/article_5b077e34-a157-11e1-8fce-001a4bcf887a.html Nov 2009 article about the City of Jerome buying land for future growth; Marchant is referred to in the article https://www.ktvb.com/article/home/jerome-buys-former-school-land-for-future-growth/277-364627820
--	--



CANDIDATE 3 – JOHN ROSTASH

JOHN S. ROSTASH

June 14, 2023

City of Fenley
Mayor and City Council
[REDACTED]

Fernley, Nevada 89408

Dear Mayor and City Council,

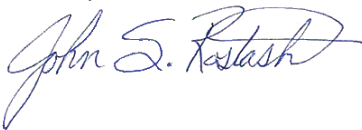
As an accomplished municipal management professional with extensive experience in administration of municipal departments, budget preparation and mission execution, I understand and possess the knowledge and skills necessary to move forward as your service director.

My strengths range from fostering an environment of cooperation within municipal government and the community to strategic planning and execution of the mission and vision set by city leadership. Highlights of my qualifications include:

- Instilling belief in a vision for a community and fostering a team identity to execute the mission of achieving that vision.
- Strict financial management to maximize limited budget resources.
- Setting course corrections within water and sewer departments to achieve compliance with state and federal agencies.
- Utilizing technology to achieve excellent organizational and financial management.
- Managing multi-million dollar federal and state grants.

For a more detailed presentation of my skills and background, please review the enclosed resume and feel free to contact me at your earliest convenience. Thank you in advance for your consideration, and I look forward to your call.

Sincerely,



John S. Rostash

Enclosure

JOHN S. ROSTASH

MUNICIPAL MANAGEMENT

Accomplished municipal management professional with 20 years of experience guiding municipal comprehensive planning, zoning, and code enforcement operations. Adept at leading teams and committees for code development, Zoning Board of Appeals, Planning Commission, economic development, and strategic planning. Proven history managing sizable facility projects and completing them on time and under budget. Excellent communicator and innovative problem solver; skilled negotiator with a unique ability to navigate the political environment.

Team Leadership Zoning & Building Code Compliance Strategic Planning Economic Development
Presentations Comprehensive Plan Development Research and Analysis Project Planning Project
Management Operations Management/Facility Management Process Improvement Data Analysis Budgeting
Safety & Regulatory Compliance Engineering Resource Management Contract Administration

PROFESSIONAL EXPERIENCE

CITY OF BUCYRUS – Bucyrus, Ohio

3/2022-Present

Administrator of Planning, Zoning, Code Enforcement, Floodplain Compliance, Website and IT Director

Asked to step into the role of Bucyrus' City Planner and Zoning Administrator once again to lead development during a challenging time. Lead all aspects of strategic planning, zoning, code development and compliance for the City of Bucyrus in a dynamic role. Creating and launching systems to accomplish mission goals for the city.

- Focused the Engineering and Zoning department to provide excellent service to the community.
- Set the Vision, Mission, and Team Values for the department.
- Created the Bucyrus Tree Program and created the new Tree Ordinance recently approved by council.
- Wrote a zoning ordinance to address the recent use of portable shipping containers and was recently approved by council.
- Launched a new city website that allows for greater collaboration by the Bucyrus team.
- Managing Website & IT for Bucyrus since 2007

CITY OF BUCYRUS – Bucyrus, Ohio

12/2020-3/2022

Communications & Marketing Director, Website, and IT Director

Developing effective messaging and communication strategies. Oversee the creation of promotional and informative materials for the City of Bucyrus. Advising Mayor, Service Safety Director, and all departments on communication strategies to deliver proper messaging to the community.

- Responding to crises or challenging situations quickly and professionally
- Conducting quality control on all communications
- Making sure all company materials have consistent and positive messaging and branding
- Recording, editing, and delivering video media to various platforms; such as Facebook live stream and YouTube.
- Restoring the Bucyrus Access Channel that has been off air for more than 3 years.
- Managing Website & IT for Bucyrus since 2007

Continued

VILLAGE OF CRESTLINE – Crestline, Ohio
Crawford County and Richland County, Ohio 4,600 residents.

9/04/2018-11/6/2020

Village Administrator

Recruited by the Village of Crestline to lead the departments in corrective actions and process improvements. Served as Chief Executive Officer of the Village performing professional and administrative duties in the day-to-day management of departments. Administered policies and procedures issued by Council while maintaining compliance with state and federal laws and regulations.

- Development and Administration of \$6.5 million-dollar annual village budget.
- Creation of the Comprehensive Economic Development Strategy for Crestline with assistance from Bowling Green State University.
- Achieving compliance with Ohio EPA Findings & Orders for the Wastewater Treatment Plant & Collection System. Hired engineers utilizing the Quality Based Selection process to design a new WWTP and Collection System Improvements.
- Oversee the migration of utility billing software from Civica-CMI to Muni-Link; a modern web-based asset.
- Implemented asset management programs for Water & Sewer Departments unitizing a GIS web-based program.
- Development of a street and alley rehabilitation program.
- Attends and participates in all City Council meetings, presents information, provides reports and makes recommendations deemed necessary or as Council Members request.
- Research, planning, and preparation of grant applications and proposals to obtain outside funding.
- Overseeing and directing Department Heads on execution of the Village of Crestline mission to provide great customer service utilizing new Team Values.
- Work with Management Team to develop and retain highly competent, diverse, public-service oriented staff through selection, training, and day-to-day management practices that support the Village's mission of Excellent Customer Service.
- Personally, and through appropriate staff, maintains strong media relations and oversees regular preparation of press releases, social media posts, promotions, and materials for dissemination to the media and the public.

CITY OF BUCYRUS – Bucyrus, Ohio

2007–2018

Administrator of Planning, Zoning, Code Enforcement, Floodplain Compliance, Website and IT Director
(2007–2018)

Lead all aspects of strategic planning, zoning, and code compliance for the City of Bucyrus in a dynamic role. Coordinate development and implementation of planning and zoning codes in conjunction with the Planning Commission and Bucyrus City Council. Advisor to elected officials, appointed directors, and municipal staff on regulatory and compliance matters. Direct building code and permit approval processes, ensuring adherence with state and federal regulations. Provide ongoing technical support to internal teams.

- Sourcing a new server-based, document management process for the City of Bucyrus allowing for digitizing historical documents and electronic document retention and expediting document retrieval.
- Developed a new city website utilizing current resources to save the City of Bucyrus thousands of dollars annually.
- Directed Neighborhood Stabilization Program (NSP) initiative to demolish blighted properties, completing project at 42.3% under a combined \$205K budget.

Continued

- Spearheaded city engineering services procurement selection committee to source and engage engineering firms using the Quality Base Selection Process to assist with multi-million-dollar street reconstructions and sewer repair projects.
- Secured Targeted Brownfield Revitalization Grant on behalf of the Bucyrus Community Theater, a recently donated and abandoned performing arts center that required a Phase I Environmental Assessment to commence operations.
- Led floodplain remediation project when major Sandusky River flooding devastated residential properties just 3 months after becoming Floodplain Administrator.
 - Completed massive building inspection initiative in just 1 day, compiling field data on 80+ structures.
 - Authored grant requests that secured \$1.9M in FEMA Hazardous Mitigation Grant funding of up to \$21K above pre-flood market price for each residence, enabling purchase and demolition of 28 homes, which was delivered at 48% under budget, and seamless relocation of citizens.
 - Coordinated comprehensive floodplain regulation update for the City of Bucyrus, integrating it with the National Flood Insurance Rate Map to enable GIS-based digital flood maps to streamline permit request analysis and approval processes.

Operator-In-Charge—City of Bucyrus Water Treatment Plant (2000–2007)

Directed all facets of facility operations during third shift to ensure safe, clean drinking water for Bucyrus residents. Managed production activities, monitoring chemical feeder equipment to achieve appropriate mix of lime, alum, carbon, hexametaphosphate, carbon dioxide, chlorine, and permanganate for optimal water filtration quality. Oversaw 2, 500K-gallon elevated storage tanks and maintained distribution system pressure levels.

- Hand-picked to serve on Citywide Vulnerability Assessment Team to identify risks and devise remediation strategies for city water treatment and other facilities stemming from 9-11 attacks. Developed enhanced security measures and strengthened city policies and employee management practices.
- Earned Class III Operator's License in just 2 years versus 3–5-year average.
- Prepared and delivered comprehensive Consumer Confidence Report (CCR) 4 consecutive years, providing detail on drinking water safety and contaminant levels to constituents, meeting strict state EPA guidelines.

AQUA TECH ENVIRONMENTAL LABORATORIES, INC. – Marion, Ohio

1997–2000

Provider of environmental chemistry laboratory analysis, mobile lab, and field services.

Analytical Chemist

Coordinated mobile laboratory operations, traveling to appointed locations to perform on-site collection and analysis of air, soil, and water samples. Leveraged EPA methods, including 502.2, 524.2, 8015 GRO, 8020, 8240, and 8260, to identify contaminants. Authored and published findings meeting strict legal requirements. Oversaw management, maintenance, and repair of analytical equipment and tools.

- Facilitated at least \$100K in incremental annual revenue growth through mobile lab activities.

EDUCATION & CREDENTIALS

Bachelor of Science in Biology
Marine Biology Focus and Chemistry & Oceanography Minors
Palm Beach Atlantic University – West Palm Beach, Florida

Training & Certifications: HTML, CSS, PHP, Database Management, Dreamweaver, Website Strategy and Planning, HTML Email Newsletter, Web Design, Outlook Certified, Leadership Fundamental, Sales Skills Fundamentals, Ohio EPA Class III Water Supply Operator Certified
Ohio EPA Laboratory Operations Certified
Ohio EPA Drinking Water Analysis Certified
OSHA 40-Hour HAZWOPER Training Certificate (29 CFR 1910)

Affiliation: Bucyrus Rotary Club (2021-Present)
Bucyrus DORA Committee (2021-Present)
Crawford County Transportation Improvement District (2020-Present)
Crawford County Solid Waste Board (2018-Present)
Representative to the Crawford County Land Bank for Bucyrus and Crestline (2016-Present)
Crawford County Quality of Life Action Team (2015 – 2018)
President & Executive Committee Chair
Crawford County Regional Planning Commission (2008–2012)

Technical Skills: Muni-Link web-based software integration. Adobe Suite of Software including Photoshop, Premier Pro, InDesign, Illustrator, Acrobat, Microsoft Office Suite, Website Design, Website Development, Website Maintenance, HTML, CSS, JavaScript, jQuery, Municipal Code Development, GIS, Data Query and Management

Continued

Candidate Questionnaire

Name	John Rostash	Primary Phone	
Email			
Education	Bachelor of Science		

	Current (Most Recent) Position	Previous Position	Previous Position
Title	Planning, Zoning, Website, Floodplain, and IT Administrator	Communication Coordinator	Village Administrator
Dates of Employment	3-2022 to Present	12-2020 to 3-2022	9-2018 to 11-2020
Organization & Location	City of Bucyrus, OH	City of Bucyrus, OH	Village of Crestline, OH
Reason for Separation/Desire to Separate	I am looking to lead a community as a City Manager or Service Safety Director.	The previous Zoning Administrator transferred out of the position and I was asked to once again fill that role since I held the position from 2007 to 2018.	Recruited back to Bucyrus, Ohio to take over the Communications position and possible advancement to be the next Service Safety Director for the city.
Jurisdiction Population	11,684	11,684	4,525
Reports To (Title)	Mayor and Service Safety Director	Mayor and Service Safety Director	Mayor and Council
# of Department Staff	10	1	63
# of Direct Reports	10	1	63
Department Budget	\$200,000	\$80,000	\$6,000,000
Explain any Employment Gaps	Click here to enter text.		

Instructions:

The purpose of this questionnaire is to provide us with additional information about you as a candidate and to gather examples of professional work that illustrate your background and experience. This information will be shared with hiring officials and others involved in making decisions about candidates selected to move forward in the selection process.

Please respond to each of the following questions by providing pertinent information. Some questions ask you to provide examples; please be sure to describe your direct level of involvement in the project or initiative. **Please be succinct – limit your responses to 300 words per question.**

1.	Why are you interested in the City Manager position with the City of Fernley at this specific time?
----	--

	I have been on a career path to becoming a city manager or service safety director, and I am excited about the opportunity to lead a municipality. I am drawn to the challenge of managing a complex organization and the opportunity to make a difference in the lives of others in the community. Fernley is looking for a city manager who is supportive and works collaboratively with the council and departments to achieve excellence. I believe my skills, talents, and experiences are a good fit for this role. I am a strong leader with a proven track record of success. I am also a team player who is committed to working with others to achieve common goals. I am confident that I can help Fernley achieve its goals and continue to be a great place to live, work, and raise a family. I am excited about the opportunity to meet with you and discuss my qualifications in more detail.
2.	Describe your current scope of responsibilities and explain how these responsibilities prepare you to take on the leadership and management responsibilities of the City Manager position.
	Throughout my career, I have made it a point to learn all facets of municipal government. My experience and knowledge have allowed me to work collaboratively with the administration, council, and department heads on a variety of projects, including: • Developing the city budget • Communication strategies utilizing websites, emails, print, graphic design, and social media. • Planning and managing major projects, such as new water and wastewater plants • Complying with Federal EPA Long Term Control Planning requirements • Reconstructing streets • Drafting city ordinances and resolutions • Seeking grants and other funding sources
3.	What has been your role in working with members of a governing body, collectively and individually? What steps do you take to support the governing body's policy-making activities?
	I have been a tremendous asset to the council and other boards and commissions, providing them with the information they need to make important decisions for the community. I have researched complex issues, presented detailed findings to governing bodies, and drafted ordinances, resolutions, and policies that have been adopted. I am a regular attendee at all meetings and am always available to answer questions and address concerns.
4.	Explain your budget philosophy and the level of involvement you seek or would seek from the City Council and department directors in the budget development process.

I believe that a successful municipal budget is built on collaboration. By working together, we can ensure that the budget meets the needs of the community and that it is fiscally responsible.

Early in the budgeting cycle, the administration should meet with department heads to review the Capital Improvement Plan and discuss the needs of the departments. This will help to ensure that the budget includes funding for important projects and services. It will also help to identify any potential areas of conflict or disagreement.

Once a draft budget has been created, it should be shared with the Finance Committee and Council for review. This will give everyone an opportunity to provide input and to ensure that the budget is fair and equitable.

I believe that by working together, we can create a municipal budget that is both effective and efficient. This will help to ensure that our community is well-served and that our tax dollars are used wisely.

5. **Describe your experience, if any, in building productive partnerships with outside groups such as the school district, business groups, community and neighborhoods groups, and other regional governments.**

I am a team player who is committed to community development. I have developed and contributed greatly to many community partnerships, including:

- The Crawford County Transportation Improvement District, which helps source state funding for street and road projects.
- The Crawford County Land Bank, restoring blighted and dilapidated properties to viable use.
- A community development team that seeks to improve the quality of life in our city.
- The Crawford County Regional Planning Commission, which helps develop the area.
- The Tree City USA Board, which promotes tree planting and care.
- The Bucyrus Rotary Club, which provides service to the community.

I am confident that my skills and experience in community partnerships would be a valuable asset to your organization.

6. **Summarize your experience executing a strategic plan, or how you approach this, and comment on the respective roles of elected officials and staff in this process. How do you or would you build a sense of ownership in the strategic plan among the City Council and employees at all levels of the organization?**

I have extensive experience executing strategic plans. I believe that the most important factor in successful execution is to have a clear and concise plan that is aligned with the

organization's mission and values. The plan should also be realistic and achievable, and it should be communicated effectively to all stakeholders.

In my experience, the respective roles of elected officials and staff in executing a strategic plan are complementary. Elected officials are responsible for setting the overall direction of the organization, while staff are responsible for implementing the plan and achieving the desired results. It is important for elected officials and staff to work together closely to ensure that the plan is executed effectively.

One way to build a sense of ownership in the strategic plan among the City Council and employees at all levels of the organization is to involve them in the planning process from the beginning. This will help to ensure that the plan is aligned with their needs and priorities. It is also important to communicate the plan effectively to all stakeholders, and to provide regular updates on progress.

Here are some specific steps that I would take to build a sense of ownership in the strategic plan among the City Council and employees at all levels of the organization:

- Involve them in the planning process from the beginning. This means getting their input on the goals, objectives, and strategies of the plan.
- Communicate the plan effectively to all stakeholders. This means using clear and concise language, and providing regular updates on progress.
- Empower employees to take ownership of the plan. This means giving them the resources and authority they need to implement the plan.
- Celebrate successes along the way. This will help to keep everyone motivated and focused on achieving the plan's goals.

I believe that by following these steps, it is possible to build a sense of ownership in the strategic plan among the City Council and employees at all levels of the organization. This will help to ensure that the plan is executed effectively and that the organization achieves its desired results.

7.	Describe your leadership philosophy. What steps do you or would you take to cultivate trust and collaboration among the City Council and the City's senior management team?
-----------	--

I believe that leadership is about creating a vision, setting a mission, and inspiring others to achieve the goals of the community. I am a servant leader, which means that I put the needs of my community and employees first. I believe that employee development should be a continuous process. Employees should be given regular feedback and be encouraged to set goals for themselves. They should also be given the opportunity to learn from their mistakes. There are a number of factors that contribute to building a high-performance organization. These factors include:

1) A clear vision and mission 2) A strong culture 3) A focus on innovation 4) A commitment to employee development 5) A strong focus on customer service.

Trust and collaboration are essential for the City Council and the City's senior management team to work effectively together. Here are some steps I would take to cultivate these qualities:

- Set clear expectations. It is important for both the City Council and the senior management team to understand their respective roles and responsibilities. This will help to avoid any misunderstandings or conflict.
- Communicate openly and honestly. The City Council and the senior management team need to be able to communicate openly and honestly with each other. This means being willing to share information, even if it is not always positive.
- Be respectful of each other's opinions. Even if the City Council and the senior management team disagree on something, it is important to be respectful of each other's opinions. This will help to create a more productive and collaborative environment.
- Build relationships. The City Council and the senior management team should take the time to build relationships with each other. This will help to create a sense of trust and understanding.
- Celebrate successes together. When the City Council and the senior management team achieve a common goal, it is important to celebrate together. This will help to build morale and a sense of teamwork.

8. **Tell us about the feedback you have received from peers, supervisors, and subordinates with whom you work regarding both your strengths and areas of improvement as a professional leader and manager.**

I have received positive feedback from peers, supervisors, and subordinates regarding my strengths as a professional leader and manager. These strengths include:

- Ability to build relationships. I am able to build strong relationships with my colleagues, subordinates, and other stakeholders. This allows me to create a positive and productive work environment.
- Communication skills. I am able to communicate effectively with others, both verbally and in writing. This allows me to share information clearly and concisely, and to build consensus.
- Problem-solving skills. I am able to identify and solve problems effectively. This allows me to help my team achieve its goals and objectives.
- Decision-making skills. I am able to make sound decisions under pressure. This allows me to make timely and effective decisions that benefit the organization.

- Leadership skills. I am able to motivate and inspire others to achieve their goals. This allows me to create a high-performing team.

I have also received feedback on areas where I could improve as a professional leader and manager. These areas include:

- Delegation skills. I could improve my delegation skills. This would allow me to empower my team members and free up my time to focus on other important tasks.
- Critical. I sometimes need to be more patient and understanding with others.

I am grateful for the feedback I have received from my peers, supervisors, and subordinates. This feedback has helped me to identify my strengths and areas for improvement. I am committed to continuous learning and improvement, and I am confident that I can become an even better leader and manager in the future.

9.

Describe the most challenging infrastructure project in which you have been involved. What factors made the project challenging and how did you address them?

I am proud to be involved in the Long Term Control Plan (LTCP) for the Bucyrus sewer system. This is a major infrastructure project that will take 30 to 50 years to complete and cost the community nearly \$150 million. It is a challenging project, but we are committed to making it a success.

The LTCP involves the rehabilitation of the sewer plant, the addition of a high-rate treatment facility for stormwater, and the separation of the combined sewer system. We are also developing an asset management plan to administer a budget of \$800,000 to \$2 million annually.

The major challenges of this project are funding, informing the public and council of the scale and need for the project, and development of phases that are acceptable to the Federal EPA. We are addressing these challenges in the following ways:

- We are leveraging our local dollars to acquire grants and low-interest loans. This will help to lessen the burden on our citizens in terms of higher utility fees.
- We are having regular meetings with the city council and the public to keep them informed of EPA requirements and how we are developing the plans to achieve compliance. These meetings help stakeholders understand the large scale of the LTCP and how the administration and engineers are working to economically achieve compliance.
- We have developed a good relationship with the Federal EPA that has open dialogue and effective communication. This has enabled us to break down the large, overall project into manageable phases that we are confident will achieve the goals of the LTCP.

I am confident that we will overcome these challenges and achieve compliance with the LTCP. This project will make a significant improvement to the quality of life in Bucyrus and will protect our environment for future generations.

I am excited to be a part of this project and to see the positive impact it will have on our community.

10. **Describe the process you use to evaluate organizational efficiency and effectiveness and user satisfaction with the delivery of services related to internal and external communications, including the use of modern IT processes and systems and comment on metrics that have been useful in such an evaluation.**

Here is the process I use to evaluate organizational efficiency and effectiveness and user satisfaction with the delivery of services related to internal and external communications, including the use of modern IT processes and systems:

1. Define the goals and objectives of the communication services. What are the specific goals that the organization hopes to achieve through its communication efforts? What are the key performance indicators (KPIs) that will be used to measure success?
2. Identify the target audiences for the communication services. Who are the people who need to receive the organization's communications? What are their needs and expectations?
3. Assess the current state of the communication services. What are the strengths and weaknesses of the current communication processes and systems? How effective are the communications in meeting the needs of the target audiences?
4. Develop a plan for improvement. What changes need to be made to the communication services in order to improve efficiency, effectiveness, and user satisfaction?
5. Implement the plan for improvement. This may involve changes to the organization's communication policies, procedures, and technologies.
6. Evaluate the results of the improvement plan. Did the changes improve efficiency, effectiveness, and user satisfaction? If not, what further changes need to be made?

Here are some metrics that have been useful in such an evaluation:

- Number of communications sent and received. This metric can be used to measure the volume of communication activity.
- Response rate. This metric can be used to measure the effectiveness of the communication efforts.
- User satisfaction. This metric can be used to measure the degree to which users are satisfied with the communication services.

- Cost per communication. This metric can be used to measure the efficiency of the communication services.

The use of modern IT processes and systems can help to improve the efficiency and effectiveness of communication services. For example, the use of email marketing software can help to automate the process of sending and tracking email communications. The use of social media can help to reach a wider audience and engage in two-way communication.

It is important to choose the right metrics for the specific communication services being evaluated. The metrics should be relevant to the goals and objectives of the communication services. They should also be measurable and trackable.

By following this process, organizations can improve the efficiency, effectiveness, and user satisfaction with their communication services. This can help to achieve the organization's goals and objectives and build stronger relationships with its stakeholders.

11. **Describe any other areas of expertise or experiences that are relevant to this position that have not been addressed in previous questions.**

I believe having good plans and policies are important for an organization because they provide a clear roadmap for how the organization will operate. They can help to ensure that everyone in the organization is on the same page and working towards the same goals. Additionally, good plans and policies can help to prevent problems and ensure that the organization is running smoothly.

Here are some of the benefits of having good plans and policies:

Increased efficiency and effectiveness: Good plans and policies can help organizations to operate more efficiently and effectively by providing a clear framework for decision-making.

Improved communication and coordination: Good plans and policies can help to improve communication and coordination within an organization. This can lead to better decision-making and more effective implementation of policies.

Increased transparency and accountability: Good plans and policies can help to increase transparency and accountability by providing a clear document that outlines the organization's goals and objectives. This can help stakeholders to understand what the organization is trying to achieve and hold the organization accountable.

Reduced risk: Good plans and policies can help to reduce risk by providing a framework for identifying and mitigating potential problems.

Improved employee morale: Good plans and policies can help to improve employee morale by

providing a clear sense of direction and purpose. This can make employees feel more valued and engaged in their work.

Overall, good plans and policies are an essential tool for any organization that wants to improve its efficiency, effectiveness, and transparency.

Finally, my skills as a website designer and social media manager uniquely qualify me as a top candidate for the Fernley City Manager position. In today's digital age, it is essential for a city manager to have a strong understanding of how to use technology to communicate with residents and promote the city's brand.

My experience as a website designer gives me the skills to create and maintain a user-friendly and informative website that will help residents find the information they need. My experience as a social media manager gives me the skills to use social media platforms to connect with residents and promote the city's events and initiatives.

I am also skilled in using data analytics to track the effectiveness of my website and social media campaigns. This data can be used to improve the city's website and social media presence, and to ensure that the city is reaching its target audiences.

In addition to my technical skills, I also have a strong understanding of the principles of public relations and marketing. I know how to create and distribute content that is both informative and engaging. I am also skilled in writing press releases and developing media kits.

I believe that my skills as a website designer, social media manager, and public relations professional would be a valuable asset to the Fernley City Manager position. I am confident that I can use my skills to help the city communicate effectively with residents, promote the city's brand, and achieve its goals.

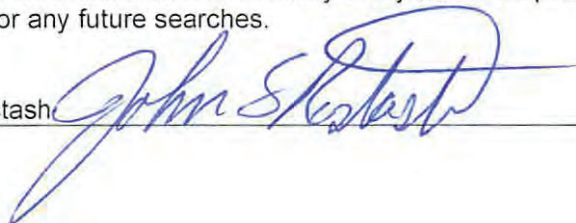
Due Diligence Form

Name: John S. Rostash

1. Do you have any concerns about the posted salary range for this position? Yes ☐ No ☒
2. If selected for the City Manager position, what is the length of notice you must give to your current employer and when will you be available to start employment with the City of Fernley? I can start immediately.
3. Have you been subject to any disciplinary actions, including suspension, probation, or demotion in your adult working career through your employer, a professional association, or licensing agency? If so, please explain. Yes ☐ No ☒
4. Have you been dismissed, asked to resign, or accepted a mutual separation agreement and/or severance? Are you currently negotiating a separation agreement? If yes to any, please explain the circumstances. Yes ☐ No ☒
5. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical conduct, malfeasance or misfeasance in the performance of duties? If so, please explain. Yes ☐ No ☒
6. If requested, are you able to provide written performance evaluations, or performance reviews for the past two years? Yes ☐ No ☒ My employers have never given me a performance evaluation. I do have positive references from my past employers.
7. Have you been in your current, or most recent organization, for less than two years? If yes, please explain why you are interested in a career move at this time. Yes ☐ No ☒
8. Is there anything in your professional or personal background, conduct or history that a past or future employer or constituent may find concerning, or questionable, or that could impair your ability to perform your work, if said information emerged at a later date? If yes, please explain. Yes ☐ No ☒
9. Have you ever been the subject of media reports, social media postings, or blogs in the communities where you have worked that make adverse statements about your work? (We encourage applicants to disclose all information and allow us the opportunity to discuss any issues that may be a concern.) Yes ☐ No ☒

I understand that if reliable information arises contrary to my above responses it could result in the disqualification of my current application or any future searches.

Signature John S. Rostash



Date 6-22-2023

NAME	John Rostash
Confirm Employment	https://www.cityofbucyrusoh.us/zoning
Social Media	(15) John Rostash LinkedIn Rostash LinkedIn post re: the City of Marion conducting a forensic audit https://www.linkedin.com/posts/john-rostash_massive-forensic-audit-of-marions-finances-activity-7067500600363544576_wth/?originalSubdomain=sb Rostash LinkedIn post re: creating a question-friendly environment https://www.linkedin.com/posts/john-rostash_as-a-leader-it-is-essential-to-create-an-activity-7054097549229502464-noxA/ https://www.facebook.com/john.rostash.1/ https://twitter.com/JohnRostash/status/566197764733034496
Fired	NA
Severance	NA
Resign	Nov 2020 Rostash resigns as Crestline Village Administrator due to personal reasons and for his “health and well-being” https://crawfordcountynow.com/local/crestline-village-administrator-resigns/
Lawsuit	Oct 2019 Former Crestline Police Chief files lawsuit against the village and several individuals including Village Administrator Rostash https://crawfordcountynow.com/local/former-police-chief-files-lawsuit-against-village-officials/ Aug 2020 Former Crestline police chief awarded a \$380,000 settlement in a lawsuit he filed against the village. https://www.mansfieldnewsjournal.com/story/news/2020/08/28/former-crestline-police-chief-joe-butler-awarded-settlement-allen-moore/5634176002/
Arrest	NA
DUI/DWI	NA
YouTube	NA
Notes	Rostash member of Bucyrus Tree City USA Board https://www.cityofbucyrusoh.us/bucyrus-tree-program June 2023 Rostash comments on the demolition of a local gas station in order to be rebuilt an upgraded facility

	https://www.bucyrustelegraphforum.com/story/news/2023/06/15/new-structure-planned-at-east-mansfield-street-gas-station/70318527007/ Aug 2022 Article states Rostash, formerly the Communications Director, will be serving as the Floodplain Administer for the City of Bucyrus https://crawfordcountynow.com/local/council-clerk-resignscity-hires-communications-director/ July 2020 Rostash quoted on termination of three Ohio firefighters who posted videos of themselves using vulgar language and discussing the fire chief's medical condition while playing videogames https://www.firelawblog.com/2020/07/29/ohio-firefighters-terminated-for-posting-videogame-recordings/ Dec 2019 Rostash comments on the City of Crestlines new Mayor https://crawfordcountynow.com/local/new-mayor-takes-oath-in-crestline/ Oct 2019 Rostash comments on the improvements being made to the Village of Crestline https://www.bucyrustelegraphforum.com/story/news/2019/10/11/village-residents-embracing-the-crestline-comeback/3924238002/ Feb 2019 Article on Rostash as Crestlines new Village Administrator https://crawfordcountynow.com/local/village-admin-looking-forward-to-projects/ Oct 2018 Rostash confirms Crestline Mayor's resignation after a video was released showing him using racial slurs https://www.bucyrustelegraphforum.com/story/news/local/2018/10/22/ohio-mayor-racial-slurs-video-allen-moore/1728838002/ Feb 2017 Rostash comments at a Bucyrus City Council public hearing on proposed zoning amendments for the City https://crawfordcountynow.com/local/bucyrus-city-council-holds-public-hearing-for-avita-and-home-town-garage/ Oct 2016 article on Rostash as a native of Bucyrus and his many roles serving the City It Happened In Crawford County John Rostash (bucyrustelegraphforum.com)
--	---