



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, August 16, 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. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (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 a contract for on-call inspection services and engineering support services with NCE.

2.5. Possible action to approve a contract with DOWL Reno, NV (formerly Farr West Engineering) for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and Vue Works) in an amount not to exceed \$50,000.

2.6. Possible action to approve a contract with Wood Rodgers for engineering design and construction services for the Main Street Beautification Phase 4 Project and ADA Bathroom Facility at the Fernley Train Depot for an amount of \$78,500.

2.7. Possible action to enter into a contract with Wood Rodgers for \$291,000 over a period of two to three years to assist the City of Fernley with the conveyance of ten parcels under the 2014 Fernley Lands Bill lands to the City.

2.8. Possible Action to approve the salary rate and benefits of the City Manager, Benjamin Marchant. Consent was previously provided for appointment by City Council.

2.9. (Possible Approval) Discussion and possible action to approve an additional \$2,000.00 in investigative expenses related to a Human Resources investigation by Simons Hall Johnson PC

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. PROCLAMATIONS BY THE MAYOR

5. ORDINANCES

5.1. First reading and introduction of Bill 333 , an ordinance amending title 16 chapter 1 of the Fernley Municipal Code, parking and storage of junk vehicles

6. STAFF REPORTS

6.1. (Possible Action) Discussion and possible action regarding personal letters and other notification requirements for development and land use applications.

6.2. (Possible action) to change the Code Enforcement Officer position back to Building Inspector I, II or III

- 6.3. Discussion and Possible action to approve City of Fernley Staff collaborating with the Fernley Community Foundation in planning and designing the Polaris Plaza along Main Street.

7. RESOLUTIONS

- 7.1. Presentation by Nevada State Bank; discussion and possible action to approve Resolution # 2023-008 authorizing the establishment of a Gold sweep account with Nevada State Bank to be linked to the City's general checking analysis account with Nevada State Bank.
- 7.2. Discussion and possible action to approve resolution 23-009 to accept the public improvements including roadway, water, storm drain and sewer infrastructure for the Skyridge Estates II project.

8. PUBLIC HEARINGS

- 8.1. (For Possible Action) Consideration, discussion, and possible action regarding NRS Section 278.253 (Ordinance for zoning of tiny homes) and how the City Council would like to incorporate the requirement to allow tiny homes into the City of Fernley Development Code.

9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 9.1. Possible action regarding a future agenda item to discuss ideas for improving the Green Valley Dog Park. (Hanan's request)
- 9.2. Possible action regarding a future agenda item to discuss finding programs with would aide and assist those who need to drill deeper wells. (Hanan's request)
- 9.3. Possible action regarding a future agenda item to discuss improving the sound in the Council Chambers. (McKay's request)
- 9.4. Possible action regarding a future agenda item to discuss Special Assessment Districts. (McKay's request)
- 9.5. Possible action regarding a future agenda item to discuss expanding sidewalks on Jenny's Lane from Farm District Road to Reese River Road. (McKay's request)
- 9.6. Possible action regarding a future agenda item to discuss looking into Government Grants for public transportation. (McKay's request)

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

11. PUBLIC FORUM

12. ADJOURNMENT

Next Meeting: September 6th @ 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
ALLDATA LLC								
8930	ALLDATA LLC	INVC03124874	all data	07/13/2023	90.40	08/03/2023	510-810-610 Automotive Supplies	723
8930	ALLDATA LLC	INVC03124874	alldata	07/13/2023	90.40	08/03/2023	520-810-610 Supplies-Automotive	723
8930	ALLDATA LLC	INVC03124874	alldata	07/13/2023	90.40	08/03/2023	100-475-610 Automotive Supplies	723
8930	ALLDATA LLC	INVC03124874	alldata	07/13/2023	90.40	08/03/2023	100-575-610 Automotive Supplies	723
Total 8930:					361.60			
ANIMAL CARE CENTER								
245	ANIMAL CARE CENTER	144899	06/28/23 exam feline kitten	06/28/2023	79.50	08/03/2023	100-525-322 Prof Serv-Other	623
Total 245:					79.50			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2023-0204	cross connection control prog mgmnt	08/01/2023	266.00		510-810-320 Prof Serv-Engineering	823
Total 8934:					266.00			
ARAMARK								
1895	ARAMARK	5980114655	shop mats	07/13/2023	91.27	08/03/2023	510-810-614 Supplies-Plant/Shop/Maint	723
1895	ARAMARK	5980115440	shirt contract	07/17/2023	43.80	08/03/2023	100-480-600 GENERAL SUPPLIES/TOOLS	723
1895	ARAMARK	5980117566	pants service	07/24/2023	40.80	08/03/2023	510-810-614 Supplies-Plant/Shop/Maint	723
1895	ARAMARK	5980117586	uniforms	07/24/2023	43.80	08/03/2023	100-480-600 GENERAL SUPPLIES/TOOLS	723
1895	ARAMARK	5980117589	uniforms	07/24/2023	43.90	08/03/2023	100-475-616 Supplies-Safety	723
1895	ARAMARK	5980118556	mats	07/27/2023	187.82	08/03/2023	100-417-420 Contract Services	723
1895	ARAMARK	5980118558	shop supplies	07/27/2023	91.27	08/03/2023	510-810-610 Automotive Supplies	723
1895	ARAMARK	5980118560	PS rags and rugs	07/27/2023	105.16	08/03/2023	510-840-420 Contract Services	723
1895	ARAMARK	5980119382	shirt contract	07/31/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	723
1895	ARAMARK	5980119383	uniforms	07/31/2023	43.90		100-475-616 Supplies-Safety	723
1895	ARAMARK	5980121309	uniforms	08/07/2023	43.90		100-475-616 Supplies-Safety	823
Total 1895:					779.42			
AT&T								
13	AT&T	28574 AUG 23	131 252-7192 857 4	08/02/2023	308.16	08/23/2023	100-417-530 Communications (Internet,Cell)	823
13	AT&T	28574 JUL 23	131 252-7192 857 4	07/02/2023	900.80	07/26/2023	100-417-530 Communications (Internet,Cell)	723
13	AT&T	96145 AUG 23	131 252-8129 614 5	08/02/2023	230.00	08/23/2023	100-417-530 Communications (Internet,Cell)	823
13	AT&T	96145 JUL 23	131 252-8129 614 5	07/02/2023	496.49	07/26/2023	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:					1,935.45			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 7/23	815519343 Long Dist thru July 23	07/04/2023	87.48	08/03/2023	100-417-530 Communications (Internet,Cell)	723
Total 448:					87.48			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	44462	battery for stock streets	07/13/2023	158.00	08/03/2023	100-475-610 Automotive Supplies	723
8868	AUTO & TRUCK ELECTRIC, INC	44515	battery for 2009	07/20/2023	145.00	08/03/2023	520-810-610 Supplies-Automotive	723
8868	AUTO & TRUCK ELECTRIC, INC	44604	batteries for ww vacon	08/03/2023	462.00		520-810-430 Service-Repair and Maintenance	823
Total 8868:					765.00			
BAKER TILLY US, LLP								
8943	BAKER TILLY US, LLP	BT2477378	CM RECRUITMENT CONTRACT	07/01/2023	7,485.00		100-413-322 Prof Serv-Other	723
Total 8943:					7,485.00			
BATTLE BORN RANGERS								
8679	BATTLE BORN RANGERS	FINAL FY22-23R2	BATTLE BORN FINAL FY22-23	06/30/2023	3,890.00		225-575-650 Grant Awards	623
Total 8679:					3,890.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	17316/5	Fasteners	07/19/2023	44.64	08/03/2023	100-475-600 General Supplies	723
20	BIG R OF FERNLEY	17340/5	PS Pole saw	07/24/2023	179.00	08/03/2023	510-840-614 Plant/Shop/Maint. Supplies	723
20	BIG R OF FERNLEY	17344/5	controls for 3yd	07/24/2023	2.28	08/03/2023	510-810-610 Automotive Supplies	723
20	BIG R OF FERNLEY	17346/5	shovels ratchet straps rope	07/24/2023	610.79	08/03/2023	100-475-600 General Supplies	723
20	BIG R OF FERNLEY	17349/5	tarp water foam	07/25/2023	41.65	08/03/2023	100-575-600 General Supplies	723
20	BIG R OF FERNLEY	17362/5	adjustable glide and fasteners	07/26/2023	8.15	08/03/2023	100-417-612 Building Maintenance Supplies	723
20	BIG R OF FERNLEY	17375/5	mower seat fix	07/27/2023	.56	08/03/2023	100-575-610 Automotive Supplies	723
20	BIG R OF FERNLEY	17382/5	manure forks and bar	07/28/2023	222.94	08/03/2023	100-475-600 General Supplies	723
20	BIG R OF FERNLEY	17402/5	WeEDER; TAPE; MISC	07/31/2023	50.32		100-575-600 General Supplies	723
20	BIG R OF FERNLEY	17418/5	IRRIGATION	08/02/2023	59.79		100-575-600 General Supplies	823
20	BIG R OF FERNLEY	17419/5	misc supplies	08/02/2023	41.96		100-417-612 Building Maintenance Supplies	823
20	BIG R OF FERNLEY	17422/5	shovels	08/03/2023	64.47		100-575-600 General Supplies	823
20	BIG R OF FERNLEY	17434/5	WeLL 9 SWAMP COOLER	08/04/2023	5.98		510-810-614 Supplies-Plant/Shop/Maint	823
20	BIG R OF FERNLEY	17436/5	BATTERIES	08/04/2023	126.66		100-475-600 General Supplies	823
20	BIG R OF FERNLEY	17450/5	IRRIGATION	08/07/2023	67.34		100-575-600 General Supplies	823
20	BIG R OF FERNLEY	17452/5	RADIO	08/07/2023	179.98		100-475-605 Minor Equipment	823
20	BIG R OF FERNLEY	17461/5	shovel; MISC	08/08/2023	64.79		100-575-600 General Supplies	823
20	BIG R OF FERNLEY	17466/5	chARGER CAM LOCK STRAP MISC	08/08/2023	74.82		100-475-600 General Supplies	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 20:					1,846.12			
BIGGEST LITTLE RADIO								
8622	BIGGEST LITTLE RADIO	1	FY22-23RD2 JAN-JUN 23	06/30/2023	1,400.00		225-575-650 Grant Awards	623
Total 8622:					1,400.00			
BLUE BEACON INTERNATIONAL								
200	BLUE BEACON INTERNATIONAL	4194318	VacCon Washed	07/31/2023	97.80		520-810-610 Supplies-Automotive	723
Total 200:					97.80			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	71323-1	Name plates; A Mouritsen	07/18/2023	47.40	08/03/2023	100-414-600 General Supplies	723
6970	BOB'S PRINTING AND SIGNAGE	71323-1	Name plates; B Williams	07/18/2023	47.40	08/03/2023	510-810-601 Office Supplies	723
6970	BOB'S PRINTING AND SIGNAGE	71323-1	Name plates; J Carrick	07/18/2023	27.40	08/03/2023	100-415-600 General Supplies	723
6970	BOB'S PRINTING AND SIGNAGE	72023-1	FSCAC Name BADGES	08/01/2023	37.05		100-413-322 Prof Serv-Other	823
6970	BOB'S PRINTING AND SIGNAGE	72523-1	Printing	08/01/2023	47.40		100-413-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72823-1	Printing	08/03/2023	37.54		100-412-550 Printing and Postage	823
Total 6970:					244.19			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8201930	CLEANING SUPPLIES	07/28/2023	271.83		100-417-612 Building Maintenance Supplies	723
8837	BRADY INDUSTRIES OF NEVADA LLC	8217363	LINERS; TISSUE	08/04/2023	513.49		100-417-612 Building Maintenance Supplies	823
Total 8837:					785.32			
CAL NEVADA TOWING & TRANSPORT								
5269	CAL NEVADA TOWING & TRANSPORT	608304	tow; STREETS DUMP TRUCK	07/17/2023	387.50		100-475-430 Service-Repair and Maintenance	723
Total 5269:					387.50			
CARPET KING INTERIORS, INC.								
1440	CARPET KING INTERIORS, INC.	3582	tear out and replace carpet in city attorneys office.	07/21/2023	2,802.12	08/03/2023	100-417-430 Service-Building Repair/Maint	723
Total 1440:					2,802.12			
CC CLEANING SERVICE, LLC								
8913	CC CLEANING SERVICE, LLC	013-FCH-F	CLEANING	07/31/2023	940.00		100-417-420 Contract Services	723
Total 8913:					940.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	JUL 2023	Water-CC Processing Fees 6181757	07/31/2023	3,766.86	07/31/2023	510-810-609 Credit Card Fees	723
8637	CHASE PAYMENTECH MERCHANT SERVICES	JUL 2023	Sewer-CC Processing Fees 6181757	07/31/2023	3,766.85	07/31/2023	520-810-609 Credit Card Fees	723
8637	CHASE PAYMENTECH MERCHANT SERVICES	JUL 2023	Finance-Cc Processing Fees 6291057	07/31/2023	101.25	07/31/2023	100-415-609 Credit Card Fees - Govt Svcs	723
8637	CHASE PAYMENTECH MERCHANT SERVICES	JUL 2023	finance-cc processing fees 6291058	07/31/2023	1,107.93	07/31/2023	100-415-609 Credit Card Fees - Govt Svcs	723
Total 8637:					8,742.89			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001011	CRRC CMAR-June 2023	06/30/2023	9,450.00	08/03/2023	220-480-810 ARPA	623
Total 8916:					9,450.00			
DOLAN FERNLEY DODGE								
8718	DOLAN FERNLEY DODGE	5511298	FUEL PUMP FOR 1010 WD	07/31/2023	467.76		510-810-610 Automotive Supplies	723
Total 8718:					467.76			
DRIVERS LICENSE GUIDE COMPANY								
8952	DRIVERS LICENSE GUIDE COMPANY	823263	DL GUIDE FOR PASSPORT PURPOSES	08/15/2023	34.37		100-416-600 General Supplies	823
Total 8952:					34.37			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	7/31/2023	REIMB SUPPLIES FOR NNO 8/1/2023	07/31/2023	163.10	08/03/2023	100-412-650 Community Support	723
Total 8639:					163.10			
FASTENAL COMPANY								
4860	FASTENAL COMPANY	NVFER48223	tape for fleet	07/13/2023	118.50	08/03/2023	100-480-610 AUTOMOTIVE SUPPLIES	723
Total 4860:					118.50			
FEDEX FREIGHT								
8727	FEDEX FREIGHT	8-213-89531	MAILING CODE TO SUPREME COURT	08/04/2023	16.42		100-416-550 Printing and Postage	823
Total 8727:					16.42			
FERNLEY 4th OF JULY INC								
53	FERNLEY 4th OF JULY INC	FINAL FY22-23R2	RD2 FY22-23 JAN-JUN 23	06/30/2023	9,189.00		225-575-650 Grant Awards	623
Total 53:					9,189.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FERNLEY ART & CULTURE EVENT SQUAD								
8729	FERNLEY ART & CULTURE EVENT SQUAD	FINAL FY22-23RD	ACES FY22-23 R2 JAN-JUN 23	06/30/2023	5,300.00		225-575-650 Grant Awards	623
Total 8729:					5,300.00			
FERNLEY CHAMBER OF COMMERCE								
513	FERNLEY CHAMBER OF COMMERCE	FINALFY22-23RD	FY22-23 R2 JAN-JUN 23	06/30/2023	4,450.41		225-575-650 Grant Awards	623
Total 513:					4,450.41			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	23-884683	well(s) motor oil	08/02/2023	952.90		510-810-614 Supplies-Plant/Shop/Maint	823
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - CITY MGR	06/30/2023	71.66		100-413-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - FACILITIES	06/30/2023	167.61		100-417-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - COURT	06/30/2023	62.06		100-425-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - STREETS	06/30/2023	1,048.09		100-475-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - FLEET	06/30/2023	208.95		100-480-626 GASOLINE	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - ANIMAL CONTROL	06/30/2023	131.27		100-525-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - VECTOR	06/30/2023	33.14		100-528-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - PARKS	06/30/2023	305.73		100-575-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - CDD BUILDING	06/30/2023	380.32		100-605-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - WATER DIST	06/30/2023	1,327.89		510-810-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3485534	GASOLINE - SEWER	06/30/2023	1,589.60		520-810-626 Gasoline	623
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - FACILITIES	07/15/2023	258.76		100-417-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - COURT	07/15/2023	65.94		100-425-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - STREETS	07/15/2023	973.02		100-475-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - FLEET	07/15/2023	120.20		100-480-626 GASOLINE	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - ANIMAL CONTROL	07/15/2023	246.36		100-525-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - VECTOR	07/15/2023	47.87		100-528-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - PARKS	07/15/2023	298.84		100-575-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - CDD BUILDING	07/15/2023	192.27		100-605-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - WATER DIST	07/15/2023	972.63		510-810-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - WATER TREATMENT	07/15/2023	31.99		510-840-626 Gasoline	723
18	FLYERS ENERGY, LLC	CFS-3504251	GASOLINE - SEWER	07/15/2023	1,867.10		520-810-626 Gasoline	723
Total 18:					11,354.20			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0267	LOBBYIST CONTRACT	08/01/2023	5,800.00		100-413-322 Prof Serv-Other	823
Total 8869:					5,800.00			
GERHARDT & BERRY CONSTRUCTION								
5064	GERHARDT & BERRY CONSTRUCTION	7328	FINAL RETENTION BILLING	07/31/2023	73,551.43		520-166100 Construction In Progress	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 5064:					73,551.43			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	30006	RIP RAP FOR WEST LIFT SLOPE	07/28/2023	212.40		520-810-430 Service-Repair and Maintenance	723
Total 202:					212.40			
GRAINGER								
252	GRAINGER	9776521909	control switch for dump truck	07/20/2023	135.48	08/03/2023	100-480-610 AUTOMOTIVE SUPPLIES	723
Total 252:					135.48			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2522111	Asphalt for WW gate	07/17/2023	2,684.10	08/03/2023	520-810-430 Service-Repair and Maintenance	723
64	GRANITE CONSTRUCTION CO	2525440	cold patch	07/24/2023	122.45		100-475-600 General Supplies	723
Total 64:					2,806.55			
HACH COMPANY								
406	HACH COMPANY	13662331	Service included with purchase	07/18/2023	.00		510-840-430 Service-Repair and Maintenance	723
406	HACH COMPANY	13672500	PS replacement spare CL17	07/25/2023	3,664.05	08/03/2023	510-840-430 Service-Repair and Maintenance	723
Total 406:					3,664.05			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111570	Misc service labor	07/25/2023	145.00		100-605-322 Prof Serv-Other	723
70	HANNEMAN SERVICE	111571	misc sVC LABOR	07/25/2023	145.00		100-605-322 Prof Serv-Other	723
70	HANNEMAN SERVICE	13357	2007 DODGE CHARGER BLU 644 SILVERLACE	07/25/2023	55.00		100-605-322 Prof Serv-Other	723
70	HANNEMAN SERVICE	13358	2003 FORD EXP BLACK CURRY ST	07/25/2023	55.00		100-605-322 Prof Serv-Other	723
Total 70:					400.00			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	117881	1075 LASSO WAY	07/11/2023	578.86		100-475-600 General Supplies	723
8487	HISKETT & SONS, LLC	118025	side walk VALLEY GUTTER PEPPER LN	07/21/2023	737.94		100-475-600 General Supplies	723
Total 8487:					1,316.80			
IBEW Local 1245								
83	IBEW Local 1245	AUG 2023-1	UNION DUES, ONE HALF OF MONTH	08/11/2023	770.71	08/11/2023	100-219900 OTHER PAYROLL PAYABLES	823
83	IBEW Local 1245	JUL 2023-2	UNION DUES, ONE HALF OF MONTH	07/28/2023	770.71	07/28/2023	100-219900 OTHER PAYROLL PAYABLES	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 83:					1,541.42			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	AUG 2023-1	FICA TAX PAYABLE, PAYROLL	08/11/2023	546.28	08/11/2023	100-211000 FICA PAYABLE	823
7879	INTERNAL REVENUE SERVICE	AUG 2023-1	MED TAX PAYABLE, PAYROLL	08/11/2023	5,738.72	08/11/2023	100-211000 FICA PAYABLE	823
7879	INTERNAL REVENUE SERVICE	AUG 2023-1	W/HOLD TAX PAYABLE, PAYROLL	08/11/2023	20,599.56	08/11/2023	100-212000 FEDERAL WITHHOLDING PAYAB	823
Total 7879:					26,884.56			
INTERNATIONAL INSTITUTE OF								
8184	INTERNATIONAL INSTITUTE OF	123	DUES AND MEMBERSHIP	07/06/2023	210.00		100-416-581 Dues and Memberships	723
Total 8184:					210.00			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	822313-IN	grease for equipment	07/24/2023	117.15	08/03/2023	100-480-600 GENERAL SUPPLIES/TOOLS	723
Total 4329:					117.15			
JNA CONSULTING GROUP LLC								
2953	JNA CONSULTING GROUP LLC	2023.04	Debt Management Policy	07/26/2023	750.00		520-810-322 Prof Serv-Other	723
2953	JNA CONSULTING GROUP LLC	2023.04	Debt Management Policy	07/26/2023	750.00		510-810-322 Prof Serv-Other	723
Total 2953:					1,500.00			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	51102468	CONTRACT FIRE PROTECTION	07/25/2023	106.14		100-417-420 Contract Services	723
Total 8667:					106.14			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	32458	CONTRACT	08/01/2023	190.00		100-417-420 Contract Services	823
Total 8751:					190.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	002350	drill bits for loader	07/20/2023	34.15	08/03/2023	100-475-430 Service-Repair and Maintenance	723
7650	LOWES CREDIT SERVICES	01012	NON SHRINK GROUT FOR TENNIS COURTS	08/04/2023	811.30		100-575-600 General Supplies	823
7650	LOWES CREDIT SERVICES	02837	broom fuel misc.	07/28/2023	111.27	08/03/2023	100-575-600 General Supplies	723
7650	LOWES CREDIT SERVICES	1014	cONDUIT AND MISC	08/04/2023	210.83		100-475-600 General Supplies	823
7650	LOWES CREDIT SERVICES	1363	rebar and misc. for valley gutter on Pepper In.	07/19/2023	257.96	08/03/2023	100-475-600 General Supplies	723
7650	LOWES CREDIT SERVICES	1983	GLOVES; GATORADE	08/03/2023	244.81		100-475-616 Supplies-Safety	823
7650	LOWES CREDIT SERVICES	2044	PS Shop supplies	07/24/2023	47.58	08/03/2023	510-840-614 Plant/Shop/Maint. Supplies	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	2281	WWTP Water COOLER	08/08/2023	151.05		520-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	2654	duct tape and hooks	07/27/2023	120.45	08/03/2023	100-475-600 General Supplies	723
7650	LOWES CREDIT SERVICES	82848	aUTO & PLUMBING SUPPLIES	08/03/2023	40.48		510-840-614 Plant/Shop/Maint. Supplies	823
7650	LOWES CREDIT SERVICES	83165	IRRIGATION PIPE	08/03/2023	192.61		100-575-600 General Supplies	823
7650	LOWES CREDIT SERVICES	83436	GENERAL SUPPLIES	08/03/2023	120.05		520-810-600 General Supplies	823
7650	LOWES CREDIT SERVICES	84549	cONDUIT AND MISC	08/04/2023	168.32		100-475-600 General Supplies	823
7650	LOWES CREDIT SERVICES	901837	well 13 chem cover and clean up	06/20/2023	59.69	08/03/2023	510-810-612 Supplies-Janitorial	623
7650	LOWES CREDIT SERVICES	98947	Replacement Water Heater for WWTP Office	07/24/2023	483.55	08/03/2023	520-810-430 Service-Repair and Maintenance	723
7650	LOWES CREDIT SERVICES	99355	WWTP Water Heater connectors	07/24/2023	33.22	08/03/2023	520-810-430 Service-Repair and Maintenance	723
Total 7650:					3,087.32			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT JUL 23	TRANSIENT LODGING TAX	07/31/2023	4,316.10		225-227010 TLT Payable to County	723
Total 106:					4,316.10			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	113441	PORTABLE BMX	08/01/2023	113.33		100-575-420 Contract Services	823
8509	MARSHALL'S SEPTIC CARE	113442	PORTABLE AUTUMN WINDS	08/01/2023	113.33		100-575-420 Contract Services	823
8509	MARSHALL'S SEPTIC CARE	113443	PORTABLE OTP	08/01/2023	514.65		100-575-420 Contract Services	823
8509	MARSHALL'S SEPTIC CARE	113444	PORTABLE GVP	08/01/2023	200.66		100-575-420 Contract Services	823
8509	MARSHALL'S SEPTIC CARE	113445	PORTABLE ITP	08/01/2023	200.66		100-575-420 Contract Services	823
8509	MARSHALL'S SEPTIC CARE	113446	PORTABLE PONDEROSA	08/01/2023	113.33		100-575-420 Contract Services	823
8509	MARSHALL'S SEPTIC CARE	113448	PORTABLE DEPOT	08/01/2023	113.33		100-575-420 Contract Services	823
8509	MARSHALL'S SEPTIC CARE	113471	PS SOLIDS HAULING	08/01/2023	8,263.71		510-840-426 Contract Svc-Residuals Dispose	823
8509	MARSHALL'S SEPTIC CARE	CM#112097	CREDIT ON INV I12097	07/31/2023	180.00-		100-575-420 Contract Services	723
8509	MARSHALL'S SEPTIC CARE	I12746	portable restrooms	06/27/2023	937.00	08/03/2023	100-575-420 Contract Services	623
Total 8509:					10,390.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12466811	Land USE PLANNING	06/30/2023	3,575.00		100-414-310 Prof Serv-Legal	623
Total 322:					3,575.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	EN2021 056	RELEASE BOND; FRIENDLY 5 TEMP WATERLINE	07/25/2023	500.00	08/04/2023	100-228300 Customer Deposits/Bonds - Dev	723
Total 1111:					500.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	156075	WILLA WAY CAT 7/26 UC VISIT	08/01/2023	201.59		100-525-322 Prof Serv-Other	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6660:					201.59			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	59153957	Safety Supplies	07/18/2023	267.60	08/03/2023	520-810-616 Supplies-Safety	723
115	MSC INDUSTRIAL SUPPLY CO	61005207	Hard hat neck shades	07/24/2023	67.15	08/03/2023	510-810-616 Supplies-Safety	723
Total 115:					334.75			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	394328	parts for sweeper	07/13/2023	23.63		100-475-430 Service-Repair and Maintenance	723
58	NAPA AUTO & TRUCK PARTS	394971	gasket compound	07/25/2023	5.79		100-475-610 Automotive Supplies	723
58	NAPA AUTO & TRUCK PARTS	394999	coolant filter 10yd	07/25/2023	85.48		100-475-610 Automotive Supplies	723
Total 58:					114.90			
NCE								
7617	NCE	675212515	Shadow Lane Reconstruction Eng svcs	07/20/2023	1,297.50	08/03/2023	100-475-745 RTC REIMBURSABLE EXPENDI	723
7617	NCE	675222509	On Call development inspections services for new public infra	07/19/2023	4,479.50	08/03/2023	100-529-320 Prof Serv-Engineering	723
Total 7617:					5,777.00			
NEVADA DIVISION OF WATER RESOURCES								
218	NEVADA DIVISION OF WATER RESOURCES	07-2023-NV	5 year applications for Aug Extension (29)	08/02/2023	17,400.00	08/03/2023	510-810-698 Water Rights Protection	823
Total 218:					17,400.00			
NORTHWEST AUTOMOTIVE PRODUCT SALES								
8701	NORTHWEST AUTOMOTIVE PRODUCT SALES	16820	shop supplies; brake cleaner	07/24/2023	90.00	08/03/2023	100-480-610 AUTOMOTIVE SUPPLIES	723
Total 8701:					90.00			
NV ENERGY								
167	NV ENERGY	12019 AUG 23	34596505012019 ACH	07/18/2023	10,261.99	08/03/2023	510-810-622 Electricity	723
167	NV ENERGY	13050 JUL 23	48768103613050 ACH	07/11/2023	3,138.39	07/27/2023	100-417-622 Electricity	723
167	NV ENERGY	13818 JUL 23	1000034596405113818	07/28/2023	43.73	08/15/2023	100-475-622 Electricity	723
167	NV ENERGY	13924 JUL 23	1000048768108113924	07/28/2023	33.59	08/15/2023	100-575-622 Electricity	723
167	NV ENERGY	14319 JUN 23	34596405214319 ACH	07/09/2023	37.71	07/27/2023	100-575-622 Electricity	723
167	NV ENERGY	26445 JUL 23	1000034596505226445	07/27/2023	11,385.90	08/14/2023	510-810-622 Electricity	723
167	NV ENERGY	28458 JUL 23	1000034596505228458	07/27/2023	24,911.44	08/14/2023	510-840-622 Electricity	723
167	NV ENERGY	29499 JUL 23	1000213677906929499	08/01/2023	59.17	08/15/2023	100-475-622 Electricity	823
167	NV ENERGY	30037 JUL 23	34596403630037 ACH	07/18/2023	35.46	08/03/2023	100-576-622 Electricity	723
167	NV ENERGY	3010976724	NV Energy Design; Proj ID: 3010976724	07/27/2023	6,000.00	07/28/2023	220-480-810 ARPA	723
167	NV ENERGY	30672 JUL 23	1000213677908230672	07/28/2023	41.21	08/15/2023	100-575-622 Electricity	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	34991 JUN 23	34596407734991 ACH	07/12/2023	33.59	07/28/2023	510-810-622 Electricity	723
167	NV ENERGY	37594 JUN23	80865904937594 ACH	07/12/2023	33.92	07/28/2023	100-475-622 Electricity	723
167	NV ENERGY	65197 JUL 23	34596407565197 ACH	07/11/2023	33.59	07/27/2023	510-810-622 Electricity	723
167	NV ENERGY	67463 JUL 23	34596404867463 ACH	07/12/2023	91.96	07/28/2023	100-575-622 Electricity	723
167	NV ENERGY	68387 JUN 23	345964082-68387	07/12/2023	33.59	07/28/2023	100-475-622 Electricity	723
167	NV ENERGY	71493 JUL 23	1000271223607571493	07/28/2023	40.26	08/15/2023	100-475-622 Electricity	723
167	NV ENERGY	84389 JUL 23	34596503684389 ACH	07/11/2023	211.70	07/27/2023	100-417-622 Electricity	723
167	NV ENERGY	97731 JUL 23	1000213677908197731	07/28/2023	42.19	08/15/2023	100-575-622 Electricity	723

Total 167:

56,469.39

OFFICE DEPOT

133	OFFICE DEPOT	317096007001	Business cards	07/19/2023	2.45		100-417-601 OFFICE SUPPLIES	723
133	OFFICE DEPOT	317096007001	Business cards	07/19/2023	6.13		100-475-601 Supplies-Office	723
133	OFFICE DEPOT	317096007001	Business cards	07/19/2023	3.68		100-575-601 Office Supplies	723
133	OFFICE DEPOT	317096007001	Business cards	07/19/2023	4.90		510-810-601 Office Supplies	723
133	OFFICE DEPOT	317096007001	Business cards	07/19/2023	2.44		510-840-601 Office Supplies	723
133	OFFICE DEPOT	317096007001	Business cards	07/19/2023	4.90		520-810-601 Office Supplies	723
133	OFFICE DEPOT	317101116001	Notes;CLIPS;SHARPIES	07/18/2023	3.27		100-417-601 OFFICE SUPPLIES	723
133	OFFICE DEPOT	317101116001	Notes;CLIPS;SHARPIES	07/18/2023	8.18		100-475-601 Supplies-Office	723
133	OFFICE DEPOT	317101116001	Notes;CLIPS;SHARPIES	07/18/2023	4.91		100-575-601 Office Supplies	723
133	OFFICE DEPOT	317101116001	Notes;CLIPS;SHARPIES	07/18/2023	6.54		510-810-601 Office Supplies	723
133	OFFICE DEPOT	317101116001	Notes;CLIPS;SHARPIES	07/18/2023	3.28		510-840-601 Office Supplies	723
133	OFFICE DEPOT	317101116001	Notes;CLIPS;SHARPIES	07/18/2023	6.54		520-810-601 Office Supplies	723
133	OFFICE DEPOT	319579614001	Paper; tape; clips	07/20/2023	21.24	08/03/2023	510-810-601 Office Supplies	723
133	OFFICE DEPOT	319587109001	Blank DVDs Discovery	07/20/2023	57.36	08/03/2023	510-810-601 Office Supplies	723
133	OFFICE DEPOT	319587143001	Envelopes	07/20/2023	23.38	08/03/2023	510-810-601 Office Supplies	723
133	OFFICE DEPOT	321442437001	PENS/STAPLER	07/31/2023	27.86		100-610-601 Office Supplies	723
133	OFFICE DEPOT	321480436001	CASE FILE FOLDERS	07/13/2023	850.90		100-425-600 General Supplies	723
133	OFFICE DEPOT	321491872001	SIERRAS INBOX ORGANIZERS	07/13/2023	178.48		100-425-600 General Supplies	723
133	OFFICE DEPOT	322061476001	PrintER; HP	07/26/2023	989.99		510-810-605 Minor Equipment	723
133	OFFICE DEPOT	322068324001	PrintER WARRANTY	07/27/2023	69.99		510-810-601 Office Supplies	723
133	OFFICE DEPOT	323158141001	UT OFFICE SUPPLIES	08/02/2023	238.14		520-810-601 Office Supplies	823
133	OFFICE DEPOT	323158141001	UT OFFICE SUPPLIES	08/02/2023	238.15		510-810-601 Office Supplies	823
133	OFFICE DEPOT	323563607001	FSCAC BUSINESS CARDS	07/28/2023	24.50		100-413-322 Prof Serv-Other	723
133	OFFICE DEPOT	323563607001	A MOURITSON BUS CARDS	07/28/2023	24.50		100-414-600 General Supplies	723
133	OFFICE DEPOT	323564521001	OFFICE SUPPLIES	07/25/2023	12.24		100-416-600 General Supplies	723
133	OFFICE DEPOT	323990079001	HEATERS	07/26/2023	13.20		100-417-601 OFFICE SUPPLIES	723
133	OFFICE DEPOT	323990079001	HEATERS	07/26/2023	32.99		100-475-601 Supplies-Office	723
133	OFFICE DEPOT	323990079001	HEATERS	07/26/2023	19.80		100-575-601 Office Supplies	723
133	OFFICE DEPOT	323990079001	HEATERS	07/26/2023	26.39		510-810-601 Office Supplies	723
133	OFFICE DEPOT	323990079001	HEATERS	07/26/2023	13.20		510-840-601 Office Supplies	723
133	OFFICE DEPOT	323990079001	HEATERS	07/26/2023	26.39		520-810-601 Office Supplies	723
133	OFFICE DEPOT	324244370001	LARGE FORMAT PAPER FOR MAPS	08/04/2023	53.68		100-529-601 OFFICE SUPPLIES	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	324252188001	OFFICE SUPPLIES	08/04/2023	20.11		100-529-601 OFFICE SUPPLIES	823
133	OFFICE DEPOT	324957724001	TonerS	07/28/2023	232.79		100-425-600 General Supplies	723
133	OFFICE DEPOT	324958278001	BENCH TRIAL LABELS	07/28/2023	35.22		100-425-600 General Supplies	723
Total 133:					3,287.72			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-244100	shocks for 3007	06/30/2023	241.91	08/03/2023	100-475-610 Automotive Supplies	623
6230	O'REILLY AUTO PARTS	3599-246661	parts	06/30/2023	388.72	08/03/2023	510-810-610 Automotive Supplies	623
6230	O'REILLY AUTO PARTS	3599-248665	parts	06/08/2023	41.88	08/03/2023	510-810-610 Automotive Supplies	623
6230	O'REILLY AUTO PARTS	3599-254085	parts for sweeper	07/13/2023	35.98	08/03/2023	100-475-430 Service-Repair and Maintenance	723
6230	O'REILLY AUTO PARTS	3599-254772	grease for loader	07/17/2023	26.97	08/03/2023	100-475-430 Service-Repair and Maintenance	723
6230	O'REILLY AUTO PARTS	3599-255196	parts for 3005	07/20/2023	49.47	08/03/2023	100-475-610 Automotive Supplies	723
6230	O'REILLY AUTO PARTS	3599-256182	Dog ac fix	07/26/2023	39.45	08/03/2023	100-525-610 Automotive Supplies	723
6230	O'REILLY AUTO PARTS	3599-256194	70k service on 10006	07/26/2023	18.22	08/03/2023	100-525-610 Automotive Supplies	723
6230	O'REILLY AUTO PARTS	3599-256464	SHOCK FOR FIE DEPT	07/28/2023	159.36		100-126000 Intergovernmental Receivable	723
6230	O'REILLY AUTO PARTS	3599-256487	battery change on waste vaccon	07/28/2023	136.45	08/03/2023	520-810-610 Supplies-Automotive	723
Total 6230:					1,138.41			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5168299	SHREDDING SVCS	07/26/2023	66.00		100-416-420 Contract Services	723
Total 8876:					66.00			
PITNEY BOWES, INC.								
2840	PITNEY BOWES, INC.	3317826047	LEASE - WATER	07/30/2023	38.53	08/14/2023	510-810-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - PLANNING	07/30/2023	38.53	08/14/2023	100-610-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - BUILDING	07/30/2023	38.53	08/14/2023	100-605-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - COURT	07/30/2023	38.53	08/14/2023	100-425-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - CITY MANAGER	07/30/2023	38.54	08/14/2023	100-413-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - CLERK	07/30/2023	38.54	08/14/2023	100-416-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - FINANCE	07/30/2023	38.53	08/14/2023	100-415-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - PARKS	07/30/2023	38.54	08/14/2023	100-575-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - ANIMAL CONTROL	07/30/2023	38.54	08/14/2023	100-525-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - MAYOR	07/30/2023	38.53	08/14/2023	100-412-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - CITY ATTORNEY	07/30/2023	38.54	08/14/2023	100-414-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - SEWER	07/30/2023	38.53	08/14/2023	100-414-550 Printing and Postage	723
2840	PITNEY BOWES, INC.	3317826047	LEASE - STREETS	07/30/2023	38.53	08/14/2023	100-475-550 Printing and Postage	723
Total 2840:					500.94			
Porter Corp								
833	Porter Corp	180534	Gazebo for ITP PROJ	07/28/2023	48,186.80		230-575-730 Improve other than Buildings	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
833	Porter Corp	76223	Gazebo for Cemetery	06/22/2023	55,871.40	08/03/2023	100-576-430 Service Repair & Maintenance	623
Total 833:					104,058.20			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	23COF7	PROF SVCS AUG 2023	08/01/2023	6,000.00		100-413-322 Prof Serv-Other	823
Total 8933:					6,000.00			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26156266	TIRES FOR WD 1011	08/02/2023	943.84		510-810-610 Automotive Supplies	823
Total 38:					943.84			
PURCHASE POWER								
3155	PURCHASE POWER	69812 AUG 23	POSTAGE - WATER	08/03/2023	451.34	08/30/2023	510-810-550 Printing and Postage	823
3155	PURCHASE POWER	69812 AUG 23	POSTAGE - BUILDING	08/03/2023	6.85	08/30/2023	100-605-550 Printing and Postage	823
3155	PURCHASE POWER	69812 AUG 23	POSTAGE - COURT	08/03/2023	200.85	08/30/2023	100-425-550 Printing and Postage	823
3155	PURCHASE POWER	69812 AUG 23	POSTAGE - CITY MANAGER	08/03/2023	11.83	08/30/2023	100-413-550 Printing and Postage	823
3155	PURCHASE POWER	69812 AUG 23	POSTAGE - CLERK	08/03/2023	979.99	08/30/2023	100-416-550 Printing and Postage	823
3155	PURCHASE POWER	69812 AUG 23	POSTAGE - FINANCE	08/03/2023	325.35	08/30/2023	100-415-550 Printing and Postage	823
3155	PURCHASE POWER	69812 AUG 23	POSTAGE - CITY ATTORNEY	08/03/2023	43.78	08/30/2023	100-414-550 Printing and Postage	823
3155	PURCHASE POWER	69812 JUL 23	QTRLY - WATER	07/03/2023	14.21	07/30/2023	510-810-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - PLANNING	07/03/2023	6.83	07/30/2023	100-610-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - BUILDING	07/03/2023	.34	07/30/2023	100-605-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - COURT	07/03/2023	19.69	07/30/2023	100-425-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - CITY MANAGER	07/03/2023	1.90	07/30/2023	100-413-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - CLERK	07/03/2023	101.25	07/30/2023	100-416-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - FINANCE	07/03/2023	21.73	07/30/2023	100-415-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - ANIMAL CONTROL	07/03/2023	7.63	07/30/2023	100-525-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QRTLY - CITY ATTORNEY	07/03/2023	4.24	07/30/2023	100-414-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - SEWER	07/03/2023	.17	07/30/2023	520-810-550 Printing and Postage	723
3155	PURCHASE POWER	69812 JUL 23	QTRLY - STREETS	07/03/2023	2.40	07/30/2023	100-475-550 Printing and Postage	723
Total 3155:					2,200.38			
RENOWN HEALTH								
190	RENOWN HEALTH	1997986	MRN 0486200 KHuhtala	07/10/2023	45.00	08/03/2023	100-480-322 Professional Services - Other	723
190	RENOWN HEALTH	1997986	MRN 0486200BAC KHuhtala	07/10/2023	45.00	08/03/2023	100-480-322 Professional Services - Other	723
190	RENOWN HEALTH	1997986	MRN 5027625 Vierra	07/10/2023	25.00	08/03/2023	510-810-322 Prof Serv-Other	723
Total 190:					115.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-1004	Environmental Assessment form	06/30/2023	237.50	08/03/2023	220-480-810 ARPA	623
8602	RESOURCE CONCEPTS	23-1050	Villa Park Storm Drain DESIGN AND SURVEY	07/31/2023	2,512.50		100-475-730 Improve other than Buildings	723
Total 8602:					2,750.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	184743	Sewer master plan update engineering servcies	06/30/2023	1,155.00	08/03/2023	520-810-320 Prof Serv-Engineering	623
1897	SHAW ENGINEERING	184753	West Lift station upgrade engineering services during constru	06/30/2023	550.70	08/03/2023	520-166100 Construction In Progress	623
1897	SHAW ENGINEERING	184772	South arm sewer interceptor design services	06/30/2023	710.00	08/03/2023	520-166100 Construction In Progress	623
1897	SHAW ENGINEERING	184794	New treated water tank at treatment plant design services	06/30/2023	10,600.00	08/03/2023	510-166100 Construction In Progress	623
1897	SHAW ENGINEERING	184821	On call development review services Victory logistics grading	06/30/2023	5,600.00	08/03/2023	100-529-320 Prof Serv-Engineering	623
1897	SHAW ENGINEERING	184822	On call development review services CUP23002 Stanley Driv	06/30/2023	1,100.00	08/03/2023	100-529-320 Prof Serv-Engineering	623
1897	SHAW ENGINEERING	184823	On call development review services CUP23004 Stor all	06/30/2023	1,100.00	08/03/2023	100-529-320 Prof Serv-Engineering	623
1897	SHAW ENGINEERING	184824	On call development review services TSM23001 Clements ra	06/30/2023	9,140.00	08/03/2023	100-529-320 Prof Serv-Engineering	623
1897	SHAW ENGINEERING	184825	On call development review services Ponderosa basin gradin	06/30/2023	1,700.00	08/03/2023	100-529-320 Prof Serv-Engineering	623
1897	SHAW ENGINEERING	184826	On call development review services GR2023.006 River Ranc	06/30/2023	2,500.00	08/03/2023	100-529-320 Prof Serv-Engineering	623
Total 1897:					34,155.70			
SIERRA NEVADA CONSTRUCTION INC								
287	SIERRA NEVADA CONSTRUCTION INC	Pay Req #3	FY 22/23 pavement maintenace project retainage payment	07/27/2023	64,621.31	08/03/2023	100-475-430 Service-Repair and Maintenance	723
287	SIERRA NEVADA CONSTRUCTION INC	Pay Request 6	Cottonwood Lane Reconstruction construction services	07/25/2023	206,705.32	08/03/2023	100-475-745 RTC REIMBURSABLE EXPENDI	723
Total 287:					271,326.63			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN302580	Hardness/TDS well sampling	07/14/2023	336.00	08/03/2023	510-810-423 Contract Services-ANALYTICAL	723
7856	SILVER STATE ANALYTICAL LABORATORIES	RN303240	JuLY SAMPLES ROUND 2	07/28/2023	264.00		510-810-423 Contract Services-ANALYTICAL	723
7856	SILVER STATE ANALYTICAL LABORATORIES	RN303506	SERENITY CIR MAIN BREAK SAMPLES DAY 1	08/03/2023	44.00		510-810-423 Contract Services-ANALYTICAL	823
7856	SILVER STATE ANALYTICAL LABORATORIES	RN303510	SERENITY CIR MAIN BREAK SAMPLES DAY 2	08/03/2023	44.00		510-810-423 Contract Services-ANALYTICAL	823
Total 7856:					688.00			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201117067:01	parts for 10 wheel dump truck	07/19/2023	1,346.92	08/03/2023	100-475-430 Service-Repair and Maintenance	723
Total 265:					1,346.92			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/58114417	1/2 inch drive impact gun for fleet	07/20/2023	456.76	08/03/2023	100-480-600 GENERAL SUPPLIES/TOOLS	723
8735	SNAP-ON INDUSTRIAL	ARV/58285383	1/2 DRIVE SOCKETS FOR SHOP	08/04/2023	346.56		100-480-600 GENERAL SUPPLIES/TOOLS	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8735:					803.32			
SOSU TV CORP								
8909	SOSU TV CORP	WC1227	FERNLEY FOCUS VIDEOS AUG 23 RETAINER	08/02/2023	1,083.00		100-413-322 Prof Serv-Other	823
Total 8909:					1,083.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 JUL 23	910000818971 ACH	07/18/2023	30.24	08/07/2023	520-810-621 Natural Gas	723
204	SOUTHWEST GAS CORP	33096 JUL 23	910001133096 ACH	07/27/2023	30.24	08/15/2023	510-810-621 Natural Gas	723
204	SOUTHWEST GAS CORP	33438 AUG 23	910001133438	07/24/2023	147.11	08/14/2023	100-417-621 Natural Gas	723
204	SOUTHWEST GAS CORP	86744 JUL 23	910001086744 WTP	07/13/2023	894.46	08/01/2023	510-840-621 Natural Gas	723
Total 204:					1,102.05			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUL 2023-2	CHILD SUPPORT	07/28/2023	324.46	08/03/2023	100-219900 OTHER PAYROLL PAYABLES	723
Total 176:					324.46			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023250110793	PS chemicals Ferric Chloride	07/11/2023	17,101.60	08/03/2023	510-840-617 Chemicals	723
8646	THATCHER COMPANY, INC.	2023250111078	PS Chemicals	07/11/2023	17,101.60-	08/03/2023	510-840-617 Chemicals	723
8646	THATCHER COMPANY, INC.	2023250111079	PS Chemicals	07/11/2023	16,546.40	08/03/2023	510-840-617 Chemicals	723
8646	THATCHER COMPANY, INC.	2023400113834	WWTP Chlorine	07/19/2023	5,936.80	08/03/2023	520-810-617 Supplies-Chemical	723
8646	THATCHER COMPANY, INC.	2023400113951	Chemical delivery well 11	07/25/2023	2,043.85	08/03/2023	510-810-617 Supplies-Chemical	723
8646	THATCHER COMPANY, INC.	2023400113952	Chemical delivery Well 14	07/25/2023	1,021.72	08/03/2023	510-810-617 Supplies-Chemical	723
8646	THATCHER COMPANY, INC.	2023400113953	Chemical delivery Northeast Booster	07/25/2023	2,043.85	08/03/2023	510-810-617 Supplies-Chemical	723
Total 8646:					27,592.62			
TITAN ELECTRICAL CO								
6548	TITAN ELECTRICAL CO	12051	contract services	07/26/2023	4,759.73	08/03/2023	100-475-422 Contract-Traffic Light Mainten	723
6548	TITAN ELECTRICAL CO	12053	95-A and main St.	07/26/2023	5,955.00	08/03/2023	100-475-422 Contract-Traffic Light Mainten	723
Total 6548:					10,714.73			
ULTIMATE AIR, INC.								
8575	ULTIMATE AIR, INC.	6822	Well 13 air conditioning unit/blower motor.	07/21/2023	1,228.00	08/03/2023	510-810-430 Repairs & Maintenance	723
Total 8575:					1,228.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	2720203	VAC HOSE FOR WW VACCON	08/03/2023	616.85		520-810-430 Service-Repair and Maintenance	823
Total 8676:					616.85			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00081630	PS CI17 analyzer chemical reagents	07/24/2023	1,586.03	08/03/2023	510-840-617 Chemicals	723
464	USA BLUEBOOK	INV00090132	PS Lab SUPPLIES	07/31/2023	608.89		510-840-430 Service-Repair and Maintenance	723
464	USA BLUEBOOK	INV00095049	PS IN-LINE PH PROBES	08/04/2023	2,720.89		510-840-430 Service-Repair and Maintenance	823
Total 464:					4,915.81			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	AUG 2023-1	DEFERRED COMPENSATION, 457	08/11/2023	2,799.00	08/11/2023	100-215000 457 PAYABLE	823
8591	VOYA FINANCIAL	AUG 2023-1	ROTH IRA	08/11/2023	210.00	08/11/2023	100-215000 457 PAYABLE	823
8591	VOYA FINANCIAL	JUL 2023-2	DEFERRED COMPENSATION, 457	07/28/2023	2,799.00	07/28/2023	100-215000 457 PAYABLE	723
8591	VOYA FINANCIAL	JUL 2023-2	ROTH IRA	07/28/2023	210.00	07/28/2023	100-215000 457 PAYABLE	723
Total 8591:					6,018.00			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	23-2855	WWTP Dumpster	07/26/2023	297.00	08/03/2023	520-810-412 Utility Service-Refuse	723
Total 6118:					297.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 AUG 23	11-60772-33001	08/03/2023	103.14		100-417-412 Utility Services-Refuse	823
447	WASTE MANAGEMENT	33005 AUG 23	11-60745-33005	08/03/2023	14.39		510-840-412 Utility Service-Refuse	823
447	WASTE MANAGEMENT	33009 AUG 23	11-60774-33009	08/03/2023	84.39		100-575-412 Utility Service-Refuse	823
447	WASTE MANAGEMENT	43003 AUG 23	11-60760-43003	08/03/2023	42.20		520-810-412 Utility Service-Refuse	823
447	WASTE MANAGEMENT	63002 JUL 23	11-74239-63002	08/01/2023	731.18		100-575-412 Utility Service-Refuse	823
447	WASTE MANAGEMENT	65007 JUL 23	6-82641-65007	08/01/2023	285.72		100-417-412 Utility Services-Refuse	823
447	WASTE MANAGEMENT	95009 JUL 23	8-29467-95009	08/01/2023	448.45		100-575-412 Utility Service-Refuse	823
Total 447:					1,709.47			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2308-068127	VAC HOSE FOR WD VACCON	08/03/2023	1,047.44		510-810-610 Automotive Supplies	823
Total 8571:					1,047.44			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19833238	HUNTER VALVES	08/04/2023	838.08		100-575-600 General Supplies	823
195	WESTERN NEVADA SUPPLY CO.	19838881	Sensus M2 520 dual and single port mxu	07/14/2023	4,967.98	08/03/2023	510-166100 Construction In Progress	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
195	WESTERN NEVADA SUPPLY CO.	19845712	Fire hydrant meter valves	07/20/2023	1,077.96	08/03/2023	510-810-613 Supplies-Meter Service	723
195	WESTERN NEVADA SUPPLY CO.	19850417	sprinklers and irrigation	07/20/2023	637.37	08/03/2023	100-575-614 Supplies-Plant/Shop/Maint	723
195	WESTERN NEVADA SUPPLY CO.	19853625	PS fittings	07/20/2023	72.44	08/03/2023	510-840-430 Service-Repair and Maintenance	723
195	WESTERN NEVADA SUPPLY CO.	19860096	PS pRV REPAIR PARTS HSPS	08/03/2023	414.41		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19860109	PS plumbing parts and supplies	07/28/2023	244.36	08/03/2023	510-840-430 Service-Repair and Maintenance	723
195	WESTERN NEVADA SUPPLY CO.	19861912	Sensus SINGLE AND DUAL PART MXU	07/28/2023	619.16		510-166100 Construction In Progress	723
195	WESTERN NEVADA SUPPLY CO.	19871241	PS NITRILE GLOVES	08/03/2023	128.16		510-840-616 Safety Supplies	823
195	WESTERN NEVADA SUPPLY CO.	19881515	PS RESIDUAL SOLIDS HAULING MOD	08/08/2023	940.10		510-840-426 Contract Svc-Residuals Dispose	823
Total 195:					9,940.02			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	23070106	INFLUENT & EFFLUENT SAMPLES	07/31/2023	350.45		520-810-423 Contract Services-ANALYTICAL	723
Total 8709:					350.45			
WIN-911								
8951	WIN-911	236426588	SCADAALARM RENEWAL 1 YR	07/29/2023	800.00		520-810-429 Contract Services-SCADA	723
Total 8951:					800.00			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	INV-XPR3185	CREDIT CARD PROCESSING FEES	07/31/2023	1,958.93	08/05/2023	510-810-609 Credit Card Fees	723
2468	XPRESS BILL PAY LLC	INV-XPR3185	CREDIT CARD PROCESSING FEES	07/31/2023	1,958.92	08/05/2023	520-810-609 Credit Card Fees	723
Total 2468:					3,917.85			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556C83444	SPARE LEVEL TRANSMITTER	07/21/2023	1,678.38		520-810-430 Service-Repair and Maintenance	723
Total 8939:					1,678.38			
YESCO, LLC								
6806	YESCO, LLC	8/2023-7/2024	23-24 Yearly Maint reader Board	07/20/2023	1,045.00	08/03/2023	225-575-320 PROFESSIONAL SERVICES	723
Total 6806:					1,045.00			
Grand Totals:					797,893.37			

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

Dated: _____

Mayor: _____

City Treasurer: _____

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

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
AUGUST 2, 2023**

Mayor Neal McIntyre called the meeting to order at 05:03 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 Michele Rambo, Building Official Charity Birkel, City Attorney Aaron Mouritsen, HR Manager Mitzi Carter, Deputy City Attorney Lydia Altick, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Public Works Director Barry Williams, City Engineer Derek Starkey, City Treasurer Denis Lewis.

1.2. Public Forum

Fernley City resident Sharon Holley reported that she attended the TCID meeting on Tuesday, August 1, 2023, and it was wonderful to see Fernley represented by so many people. She thanked Councilman Torres for being there to represent the Council. It is sad to hear people are losing their wells. There are so few well drillers and people have to wait months to get any kind of help. We need to band together to solve this.

Fernley City resident Tammy Ditman reported that NDOT is working on the flood ditch from the high school to Sage, and reminded everyone to be civil while people are speaking at the podium.

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:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres.

2. CONSENT AGENDA

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 Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres.

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 new business licenses issued.

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.

Lyon County Sheriff's Chief Deputy Mitch Branningham reported that National Night Out, held at the Out of Town Park., had a record turn-out. They also had a record turn-out for the blood draw that was going on during that event. He gave a special thanks to Crissy Rameraz from The American Highway Company for the donation of the ice and water for the event, Derek McKenzie and the Silverado Casio, Oscar Aguilar and the Boys & Girls Club. He also thanked the Mayor, April Homme, Lydia Altick and the city for all their help and donations and the work they did to make sure that event went off without a hitch. There is a new deputy working in Fernley, Eric Mendoza. There is a new program called Mugshot Mondays. It is a blotter that has mugshots as well as criminal charges and basic information on everyone that is booked into Lyon County jail.

Councilwoman Felicity Zoberski stated that she appreciated National Night Out. It is nice to be able to have our youth be able to go out and be around the department and actually touch the K9 dogs.

Mayor Neal McIntyre stated that it was great to watch the dogs, during a display of commands and how they react.

Councilman Albert Torres stated that he had heard great feedback about the National Night Out and saw the pictures of the North Lyon County Fire Department that were on the Sheriff's office SWAT van. Firefighters do follow their hero as well.

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 Berkel gave the July monthly stats. There were 85 applications submitted, 19 of those were single dwelling repeats. There were 33 solar permits, 2 of those were new commercial structures, one for Building G at TAMI off of Englewood and one for the Sure Clean Car Wash which is going in off Newlands by Walmart. There were 60 permits issued, 28 solar, and 14 miscellaneous. The building inspectors performed 1,189 building inspections, 4 were business license inspections. Code enforcement took in 85 complaints, 36 were abated and 49 are still in process. Twenty vehicles were tagged and 4 of those vehicles were towed.

Deputy City Manager Lydia Altick announced that 2 positions were filled for the City; Accounts Payable and Management Analyst.

Planning Director Michele Rambo reported on the progress of the area plan that is being worked on. The deadline for proposals was last Friday, July 28, 2023. Three proposals were received for the North side of I80. The department will be starting the selection process and come up with a consultant to help out.

Councilman Albert Torres asked Deputy City Manager Lydia Altick if there was any new information on the overpass's progress.

Deputy City Manager Lydia Altick stated that there will be a meeting on Thursday, August 3, 2023, with

FHWA, NDOT, Mark IV Capital, and the City of Fernley. After that meeting, the meetings will be monthly.

Ward 4 Councilman Albert Torres stated that there was a lot of information shared at the TCID meeting and thanked the citizens that attended and Chair Davey Stix for doing a great job at answering questions and keeping things flowing in the right direction. The Mayor and himself will attend the Nevada League of Cities next week for the annual conference. Gave a shout out to everyone who put together and all the contestants this past weekend for the Fernley JR/Sr Rodeo. It was well attended. Local Cab McKnight won one of the roping contests and won a saddle. The FCTA is a major sponsor of this event.

Ward 2 Councilwoman Felicity Zoberiski thanked the public works department for fixing the water leak on Farm District Road. Next weekend, August 12-13, the girls softball will be having a tournament here in town.

Mayor Neal McIntyre announced the very first employees of the month. For the month of July they were RanDee Gahr, Tasha Lowery, and April Homme.

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.

HR Manager Mitzi Carter introduced Yolanda Housey from BakerTilley.

Yolanda Housey went over the process. Each candidate will provide a presentation based on a scenario previously provided. They will each have 12 minutes. Each candidate will also be asked a series of 9 questions following their presentation, which includes an opportunity to provide a closing statement at the end. Once all three candidates have been interviewed, they will be excused for the evening and the Mayor will recess with the research committee and council members.

The three candidates gave their presentations and were interviewed in the following order:

(1) Sharon Jakubowski Wolz

Mayor Neal McIntyre called for a break - 6:01 pm - 6:08 pm

(2) Ben Marchant

Mayor Neal McIntyre called for a break - 6:49 pm - 7:00 pm

(3) John Rostash

Mayor Neal McIntyre called for a recess to meet with the interview committee and then the councilmembers - 7:34 pm - 9:06 pm.

Motion: MOVE TO CONTINUE THE MEETING FOR THE NEXT 55 MINUTES.

Action: Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Ryan Hanan.

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

Mayor Neal McIntyre recommended Ben Marchant for City Manager.

Motion: MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF BEN MARCHANT AS CITY MANAGER. **Action:** Disapproved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Failed. **Summary:** Yes 2, No 3. **Yes:** Councilman Hanan, Councilman Lau. **No:** Councilwomen Zoberski, Councilman Torres, Councilwomen McKay.

Mayor Neak McIntyre requests a break - 9:12 pm - 9:22 pm.

Mayor Neal McIntyre recommended John Rostash.

Motion: MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF JOHN ROSTASH AS CITY MANAGER. **Action:** Disapproved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Ryan Hanan. **Vote:** Failed. **Summary:** Yes 2, No 3. **Yes:** Councilman Hanan, Councilwoman McKay, **No:** Councilwoman Zoberski, Councilman Lau, Councilman Torres.

Mayor Neal McIntyre called for a break - 9:26 pm - 9:42 pm.

Mayor Neal McIntyre recommended Ben Marchant

Motion: MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF BEN MARCHANT AS CITY MANAGER. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, **No:** Councilman Torres, Councilwomen McKay .

5. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Fran McKay stated that she has been reading about government grants for transportation. Suggested looking into those grants to help us find a way to get public transportation.

Councilman Ryan Hanan stated that it is his understanding from the TCID meeting, that there may be federal money available for extending the depth of wells. Would like it put on the agenda for the city to look into programs that would aid and assist those who need to drill deeper wells. Maybe an alternative would be to look at our federal lobbyists that we have and ask them if there are programs that they are aware of.

Councilman Albert Torres stated that there were discussions about possible solutions, but there were no solutions presented. BOR did give a report. They are still stating that it will be done by October 1, but as far as federal money, the idea was discussed, but federal money will be very hard to get.

6. PUBLIC FORUM

Fernley city resident James Roberts asked the city to seek guidance on what the aquifer consists of and how much volume there is.

7. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 9:52 PM.

08/02/2023 FCC Minutes

Next meeting will be August 16, 2023, at 5:00 PM.

Approved by the Fernley City Council on August 16, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 7/28/2023-08/9/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Revere Mechanical, LLC	Jason Terry & Kevin	1320 Freeport Blvd. #111	Las Vegas	NV	89431	702-463-7440	Contractor	Plumbing, HVAC Contractor #8
Tacos La Patrona LLC	Guadalupe Berenice	1785 E 10th St	Silver Springs	NV	89429	775-297-6604	Mobile Vendor	Mexican food truck
Simple Power, Inc.	Mark Dickson	790 Louise St.	Reno	NV	89502	775-786-4006	Contractor	PV/Solar Contractor #81359
SecurePro LLC	Alexander Christian	722 Tamsen Rd	Fernley	NV	89408	775-451-4493	Wholesale and/or Retail	Online merchandise sales
J & H Construction & Maintenance	Elizabeth Harrison	8175 S Virginia St. #850	Reno	NV	89511	817-448-5995	Contractor	Construction Contractor #8974
Brandon Chambers Home Solution	Brandon Chambers	188 Royal Oaks Dr.	Fernley	NV	89408	775-481-6262	Handyman	Handyman
Advanced Tower Services, LLC	Cliff Barbieri	2417 Baylor Dr. SE	Albuquerque	NM	87106	505-244-3321	Contractor	General Engineering Contracto
Edison Electric Service, LLC	Chris or Alyssa Sowe	250 Bench Road	Fallon	NV	89406	775-493-0562	Contractor	Electrical Contractor #89391
Essayons Cleaning and Repair LL	Michael Morrison	5250 Bottom Rd.	Fallon	NV	89406	775-666-0513	Handyman	Handyman and cleaning servic
Stuff and Gnomenclosures	Kayla Chandler	1619 Meadows Ave	Fernley	NV	89408	775-378-3183	Hobby/Crafter, Sewing, J	Crafter: wood, epoxy, wreaths,
JJ's Chuckwagon LLC	Joshua Gardner	1005 Ruby Avenue	Silver Springs	NV	89429	775-409-9877	Mobile Vendor	Mobile food unit
SparkleCraftBeads	Collene Crow	198 Rosecrest Drive	Fernley	NV	89408	775-835-7380	Hobby/Crafter, Sewing, J	Crafter: beaded jewelry and ac
Grand Totals:								12

Report Criteria:

License.Status = "Active"

Business.Origination date = 7/28/2023-08/9/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Karrmynne Williams

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract for on-call inspection services and engineering support services with NCE.

AGENDA ITEM BRIEF:

This agenda item will renew a contract with NCE so that the engineering department can continue to utilize their services for on-call quality assurance inspections and other engineering services. The City has contracted with NCE for these on-call inspection services since March of 2017.

RECOMMENDED MOTION:

"I move to approve of a contract with NCE for on-call inspection services."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not approve of the contract. The Council could direct staff to advertise a request for qualifications in order to select a new firm to cover the quality assurance inspections or they could elect to not have the inspections performed and direct staff to make the necessary changes to the City of Fernley Design Standards and other documents to reflect the new policy.

BACKGROUND:

This contract will renew a contract with NCE to perform on-call quality assurance inspections on projects that are installing new public infrastructure. The contract will also allow the engineering department to utilize NCE for additional support services such as:

- Assisting the City with inspection on smaller City capital projects
- Assistance with a plan review or a constructability review for a City capital project
- Providing an assessment of a current infrastructure problem like ADA issues, pavement preservation recommendations, or drainage issues.
- Assisting with our ongoing wide crack monitoring program for Newlands Drive and other streets in the City
- Reviewing the City's existing standards and providing recommendations and corrections for the City to use to update its design standards

Staff has budgeted \$20,000 for engineering support and other assistance related to City projects or issues. It is budgeted in the *Professional Services-Engineering* line item of the engineering department budget.

Projects that will be constructing infrastructure that will be dedicated to the City or will affect existing City infrastructure needs to be inspected for compliance with local and state regulations, including, but not limited to: the Nevada Revised Statutes, Nevada Administrative Code, Standard Specifications for Public Works Construction, American Water Works Association Standards, 10 State Standards for Wastewater Facilities, City of Fernley Design Standards, and others.

The ongoing increase in permit submittals and construction in Fernley has stretched the limited staff resources of the engineering department and outside help is needed in order to meet demands of development and to comply with the standards referenced above.

NCE has worked with the City on multiple projects and staff is comfortable with their level of experience and familiarity with our local standards and requirements. They are currently being used to perform quality assurance inspections and staff has found their performance to be very good. They are also mindful of project budgets and do not spend unnecessary time on projects, which was a concern voiced by the City Council.

Ensuring that infrastructure is built according to plan and in compliance with the local and State regulations is critical to the long-term financial stability of the City. Substandard infrastructure only serves to be a drain on City funds and resources as it will need to be repaired more frequently and replaced sooner than properly installed infrastructure.

Historically, the City has contracted with a consultant to complete these types of inspections. 2010 was the final year that the City used a consultant to perform inspections for the public infrastructure portion of development projects. Prior to 2010, the City utilized CIA Inspection Services as the City's quality assurance inspector. This contract was eliminated due to budget issues and the economic downturn affecting the nation and the region. The responsibility to perform these inspections was then written into the job description of the City Engineer. With development increasing within the City, having the City Engineer perform these duties is not practical as the number of inspections has increased and the inspections often consume a large amount of time. Having someone either employed by the City or under contract with the City, available to perform these inspections and focus on each project help to ensure that the infrastructure the City is taking ownership of is built to standard.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The selection of the consulting engineer followed the requirements of Nevada Revised Statutes Chapter 625.

FINANCIAL IMPLICATIONS:

The fees for inspecting development projects will be paid by developers. Costs for City tasks will be paid out of the Professional Services-Engineering line item of each budget.

ATTACHMENTS:

1. 2023.08.16 NCE FY2023-24 On Call Inspection Services Contract
2. NCE Exhibit A Fee Schedule

CONTRACT

A Contract For On Call Inspection Services

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

and

NCE
1885 South Arlington Avenue, Suite 111
Reno, NV 89509

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 NCE, (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”) is contingent upon Fernley City Council approval.
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 the 1st day of July, 2023, to the 30th day of June, 2024, subject to appropriation.
4. **NOTICE.** 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, or 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.

CONTRACT

A Contract For On Call Inspection Services

Notice for the City shall be sent to:

City of Fernley
Engineering Department
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

NCE
Angie Hueftle
1885 South Arlington Avenue, Suite 111
Reno, NV 89509

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 A.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT B: N/A
ATTACHMENT C: 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.

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,

CONTRACT

A Contract For On Call Inspection Services

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

CONTRACT

A Contract For On Call Inspection Services

- 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

CONTRACT

A Contract For On Call Inspection Services

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

CONTRACT

A Contract For On Call Inspection Services

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

CONTRACT

A Contract For On Call Inspection Services

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

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

CONTRACT

A Contract For On Call Inspection Services

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
- 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.

CONTRACT

A Contract For On Call Inspection Services

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 Underlying 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

CONTRACT

A Contract For On Call Inspection Services

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,

CONTRACT

A Contract For On Call Inspection Services

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

CONTRACT

A Contract For On Call Inspection Services

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.

CONTRACT

A Contract For On Call Inspection Services

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,

CONTRACT

A Contract For On Call Inspection Services

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:

ACTING CITY MANAGER

City of Fernley

Lydia Altick

Telephone: 775-784-9900

DATED this _____ day of _____, 20_23_.

CITY ATTORNEY

City of Fernley

Aaron Mouritsen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

AARON MOURITSEN
DATED this _____ day of _____, 20_23_.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: ENGINEERING

DEREK STARKEY, Department Director
DATED this _____ day of _____, 20_23_.

CONTRACT

A Contract For On Call Inspection Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20_23_, 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 E. MCINTYRE, MAYOR

DATED this _____ day of _____, 20_23_.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 20_23_.

CONTRACT

A Contract For On Call Inspection Services

_____, 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: _____

June 29, 2023

Derek W. Starkey, P.E.
City Engineer
City of Fernley Public Works
595 Silver Lace Blvd.
Fernley, NV 89408

Subject: City of Fernley On-Call Inspection and Support Services

Dear Mr. Starkey:

NCE is pleased to submit this proposal to provide miscellaneous inspection and engineering support services to the City of Fernley.

Project Understanding: The City of Fernley is interested in having NCE provide miscellaneous inspection and engineering support services for fiscal year 2023-2024.

Pursuant to our discussions, it is our understanding we will have two main tasks under one contract. One task will be construction inspection and field support. The second task will be for engineering and office support.

We understand your needs may include but are not limited to: providing quality assurance inspection (QAI) services including office and field support for Development and Capital Improvement Projects as well as other field or construction inspection support requested by the City.

Task 1 Construction Inspections and Field Support: Services including inspections typically conducted by the engineering division for new and existing sub-divisions and new development, including but not limited to the installation of water distribution improvements, sewer infrastructure improvements, street and public right-of way excavation, roadway construction, surface treatments, drainage improvements, driveway, sidewalk and curb ramp improvements, preconstruction and construction meetings and other miscellaneous office and field support services requested by the City.

Task 2 Engineering and Office Support: Services including review of plans, specifications and submittals, third party constructability plan review, attend meetings for proposed projects within the public right-of-way, engineering and AutoCAD support, GIS support, providing cost effective recommendations for improving existing conditions of the City's infrastructure, including drainage issues and surface improvements, and other miscellaneous office support requested by the City.

Reno, NV

1885 S. Arlington Ave., Suite 111
Reno, NV 89509
(775) 329-4955

Proposed Schedule: NCE will work with the City on the schedule for each project and can generally respond within twenty-four (24) hours of a request from the City.

Compensation: NCE proposes to provide our services on a time and expense basis in accordance with our Standard Schedule of Charges, included as Attachment 1. All services will be on-call per request by the City. The City can choose to redefine tasks as needed in this proposal. It is also understood that funds can be moved between tasks if requested by the City.

Task 1 will be funded through development fees collected by the City. Compensation amounts will vary and will be determined based on the type of project. Individual task order authorizations will be provided by the City for each Project.

Task 2 will be funded by either a separate not-to-exceed contract or through a task order authorization issued by the City to be allocated between tasks or sub-tasks as determined by the City.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with the City. If you have any questions about this proposal or would like additional information, please feel free to call the undersigned at 775.329.4955.

Sincerely,

 NCE



Dick Minto
Senior Construction Manager



Angie Hueftle, PE
Principal Engineer

Attachment 1 – NCE FY 2023 Schedule of Charges

**SCHEDULE OF CHARGES 2023****PROFESSIONAL SERVICES**

Principal.....	\$310/hour
Associate	\$245/hour
Senior II	\$215/hour
Senior I	\$205/hour
Project II	\$195/hour
Project I	\$180/hour
Staff II	\$170/hour
Staff I	\$155/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$160/(\$185-PW)/hour
Construction Inspector*	\$140/(\$165-PW)/hour
Senior Designer	\$170/hour
CADD Designer	\$150/hour
CADD Technician	\$130/hour
Senior Field Scientist	\$135/hour
Field Scientist	\$115/hour
Senior Technician*	\$140/(\$165-PW)/hour
Field/Engineering Technician*	\$115/(\$140-PW)hour
Project Administrator	\$130/hour
Technical Editor	\$115/hour
Clerical	\$105/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$380/hour
Court Appearances & Depositions	\$575/hour

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$115/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$4,000/Day
Coring	\$5,000/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.....cost + 15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for postage, printing and copying ..	
.....	project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Karrmyne Williams

FINANCIAL IMPACT:

Yes: ☒ X

No: ☐

CURRENTLY BUDGETED:

Yes: ☒ X

No: ☐

FUND/ACCOUNT:

100-417-320

100-475-320

100-575-320

510-810-320

520-810-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with DOWL Reno, NV (formerly Farr West Engineering) for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and Vue Works) in an amount not to exceed \$50,000.

AGENDA ITEM BRIEF:

This agenda item will renew a contract with DOWL Reno, NV so that the engineering department can continue to utilize their services for on-call GIS services, and hosting of the VueWorks asset Management program and the ArcGIS online service.

RECOMMENDED MOTION:

"I move to approve a contract with DOWL Reno, NV for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and VueWorks) in an amount not to exceed \$50,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not approve of the contract. If Council were to not approve the contract, staff would then need to purchase the software and implement the programs in-house.

BACKGROUND:

Public Works and Engineering has been able to provide staff access to spatial data about public infrastructure and parcel data in Fernley since 2012. Each department in Public Works (i.e. water, sewer or streets) is presently able to have their data displayed securely over the web in one location. This was accomplished by the hosting, implementation and training of staff on ArcGIS online and VueWorks software through DOWL Reno, NV.

Having visual interactive utility display available for staff and managers has increased efficiency of work and provided for more informative decision making. Having the data available to the operators and getting feedback from them has helped in capturing a portion of the vast field knowledge of those working closest to the utility. The more the data is used and updated the more reliable and useful they become.

Recently, ESRI, which owns the ARCGIS software, has required the agencies to host their data through ESRI and not a third party like DOWL. This shift is currently being resolved with City staff and DOWL. This should not impact the abilities of the City to host and view data and DOWL's services have been critical in helping us to understand these new requirements from the software provider.

The Nevada Revised Statutes require municipalities like the City of Fernley to award professional services such as professional services based on qualifications; not location or lowest price. Staff has determined that DOWL Reno, NV is the most qualified firm to perform the job and feel their quote is reasonable. If approved, Staff will move forward with issuing DOWL Reno, NV the contract to perform the work. The contract will be based on actual time and materials plus a lump sum basis for the annual maintenance fees for ArcGIS online (\$5,000) and VueWorks (\$6,000). The contract has a not-to-exceed amount of \$50,000.

The City of Fernley has utilized DOWL Reno, NV for these services since 2012. The City of Fernley has a part time GIS Technician that frequently works with DOWL Reno, NV to resolve issues with the City's spatial data and update the data as construction projects are completed or new development takes place. The engineering department continues to work toward creating an asset management program for the City's water, sewer and storm drain system, however, staffing losses and increased demand from permitting new development has slowed progress.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The selection of the engineer followed the requirements of Nevada Revised Statutes Chapter 625.

FINANCIAL IMPLICATIONS:

\$50,000 is currently budgeted for FY 23/24. The cost is split between wastewater, parks, streets and storm drains, water distribution and water treatment.

ATTACHMENTS:

1. 2023.08.16 FY2023-24 DOWL Renewal Contract (prev Farr West)
2. Attachment A Fee Schedule GIS Services

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

and

DOWL Reno, NV
5410 Longley Lane
Reno, Nevada 89511

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 DOWL Reno, NV, (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") is contingent upon Fernley City Council approval.
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 the 1st day of July, 2023, to the 30th day of June, 2024, subject to appropriation.
4. **NOTICE.** 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, or 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.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

DOWL Reno, NV
5410 Longley Lane
Reno, Nevada 89511

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 A.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):

ATTACHMENT A: FEE SCHEDULE

ATTACHMENT B: 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.

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

- 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.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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)

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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:

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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:

DOWL Reno, NV has entered into a contract with Owner to perform work from 7/1/2023 to 6/30/2024 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
-----	-----

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
-----	-----

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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**
- 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.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

- 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 Underlying 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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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.

CONTRACT

A Contract For Viewworks and Web Viewer Hosting

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

ACTING CITY MANAGER

City of Fernley

Lydia Altick

Telephone: 775-784-9900

CITY MANAGER (Acting)

DATED this _____ day of _____, 20_23_.

CITY ATTORNEY

City of Fernley

Aaron Mouritsen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

AARON MOURITSEN

DATED this _____ day of _____, 20_23_.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: ENGINEERING DEPARTMENT

DEREK STARKEY, Department Director

DATED this _____ day of _____, 20_23_.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20_23__, 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 E. MCINTYRE, MAYOR

DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 20__.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

_____, 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 _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

CONTRACT

A Contract For Viewworks and Web Viewer Hosting

ATTACHMENT A



DOWL Project No.: XXXX

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 1, 2023 and shall expire June 30, 2024 between **City of Fernley, NV (Client)** and **DOWL Reno, NV (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:
City of Fernley, NV GIS Services

Representatives: **CLIENT:** City of Fernley, NV

DOWL: DOWL Reno, NV

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL:

Reimbursement shall be on a a Time & Materials Basis, (with a not-to-exceed total of \$50,000). DOWL shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)

Exhibit A - Scope of Services

Exhibit B - DOWL rate schedule

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.



IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

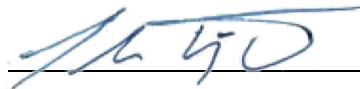
Accepted for Client:

By: _____

Title: _____

Date: _____

Accepted for DOWL:

By: _____

Title: Water & Wastewater Business Leader

Date: June 27, 2023

Tax ID No or 92-0166301

SSN: _____



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's sub consultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. Insurance

DOWL will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this contract as required



by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.

2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

DOWL will not be responsible for the quality of work for any person or entity (not including DOWL, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters

concerning such products or issuances;

3. Providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or
4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and



omissions of the Client, Client's contractors, consultants, and anyone for whom Client is legally responsible.

3. A party's total liability to the other party and anyone claiming by, through or under the other party for any claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, DOWL and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

E. Limitation of Liability

Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of DOWL and DOWL's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through or under Client for any and all claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to DOWL's services or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall not exceed the total amount of \$50,000 or two times the total compensation received by DOWL under this Agreement, whichever is greater.

F. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

G. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity

of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

H. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

I. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Nevada, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance.

J. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

K. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

L. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

(Remainder of page is blank)

EXHIBIT A SCOPE OF WORK

City of Fernley Fiscal Year 2024 GIS Services

INTRODUCTION

DOWL (DOWL) is pleased to present this scope of work to the City of Fernley (City) to provide professional services related to the continued implementation, training, and technical support of a WebGIS viewer and VUEWorks®.

The phase and task breakdown for the project is designated as follows:

- Task 1 – Project Management
- Task 2 – Professional Services
- Task 3 – Technical Support and Maintenance
- Task 4 – VUEWorks® Software Fee

SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this scope of work within the approved budget and schedule.

Approach

DOWL will routinely review project progress and communicate project status on a regular basis to the City. Communication will be through email and telephone. This task will include the following activities:

- Project administration, monthly invoicing, scheduling, maintenance, cost control, filing, resource allocation, subconsultant management (if required), and routine communications.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the City.

Deliverables

The following deliverables will be submitted under this task:

- Monthly status reports

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Professional Services

Objective

Provide professional GIS and asset management services to the City. This task will also contain the work associated with the transition from DOWL's Enterprise GIS to the City's ArcGIS Online. The labor cost of the transition work will not exceed \$3,200.

Approach

DOWL will work with the City to improve the accuracy and comprehensiveness of the GIS, develop additional field apps and further develop the use of asset management tools. Anticipated activities include:

- Transition the City's GIS from DOWL's Enterprise to the City's ArcGIS Online (AGOL)
- Development of GIS solutions or tools.
- Improve access to ArcGIS Online (AGOL) for real time edits and updates.
- Help the City's internal users transition to ArcGIS Online (AGOL).
- Database development services.
- Interactive meetings to refine asset management needs, goals and review current progress.

Deliverables

While this task does not include any formal deliverables, examples of items that might be provided to the City are:

- Updated ESRI® ArcGIS Online portal / geodatabase files.
- New process & steps to access ArcGIS Online portal
- Technical help with transition from Enterprise to AGOL portal
- Technical support for editing in an AGOL portal environment.
- Technical memoranda documenting methodology used.
- Summary maps (if requested).

Assumptions

The following assumptions apply:

- The City will provide DOWL with a "Creator" level named user on their AGOL.
- Development of web applications for displaying City GIS information will be at City's request.

- The City will assist DOWL in scheduling the key meetings for City employees as necessary.

Task 3 – Technical Support and Maintenance

Objective

Provide GIS database updates to the AGOL viewer, provide maintenance services to ensure continuous web viewer performance, and provide on-call training and technical support for City staff.

Approach

DOWL will provide on-site and remote technical support for City GIS staff and will update the AGOL viewer application with City's edited GIS data or with other regional data which becomes available. This task will include the following activities:

- Monthly updates/maintenance to the web application.
- Monthly backup of ArcGIS Online portal data.
- Technical support to maintain the functionality of the WebGIS viewer.
- Onsite training and remote support if necessary.

Deliverables

This task does not include any formal deliverables.

Assumptions

The following assumptions apply:

- Larger projects or database updates will be provided as part of task 2.

Task 4 – VUEWorks® Software Fee

Objective

Provide VUEWorks® asset management application for FY 24.

Approach

The annual software as a service (SaaS) fee includes licensing, data hosting charges, server charges and services which are required to keep the GIS available via the internet through June 30, 2024.

Deliverables

The following deliverables will be submitted under this task:

- Subscription to VUEWorks® for 12 months or FY 24.

Assumptions

The following assumptions apply:

- VUEWorks® is provided by a third-party vendor and there may be site maintenance or technical issues which are out of DOWL's control. DOWL will work with VUEWorks® in a diligent manner to maintain continuous access to the application.

SCHEDULE

Notice to Proceed:	July 1, 2023
Contract Terminates	June 30, 2024

BUDGET

Task 1	Project Management	\$1,000
Task 2	Professional Services	\$38,000
Task 3	Technical Support and Maintenance	\$5,000
Task 4	VUEWorks® Software Fee	\$6,000
TOTAL:		\$50,000

NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Administrator I	\$85	GIS Technician	\$100
Administrator II	\$100	GIS Specialist	\$120
Administrator III	\$110	GIS Coordinator	\$170
Administrator IV	\$120	GIS Manager	\$175
CAD Drafter I	\$110	Hydrogeologist I	\$135
CAD Drafter II	\$115	Hydrogeologist II	\$160
CAD Drafter III	\$125	Hydrogeologist III	\$190
CAD Drafter IV	\$135	Senior Hydrogeologist	\$220
CAD Drafter V	\$145	Planner III	\$155
Field Project Representative I	\$125	Project Assistant I	\$110
Field Project Representative II	\$140	Project Administrator	\$130
Field Project Representative III	\$150	Project Controller	\$160
Field Project Representative IV	\$165	Project Manager VII	\$245
Engineering Technician III	\$120	Professional Land Surveyor I	\$115
Engineering Technician IV	\$135	Professional Land Surveyor II	\$125
Engineering Technician V	\$150	Professional Land Surveyor III	\$135
Engineer I	\$125	Professional Land Surveyor IV	\$145
Engineer II	\$135	Professional Land Surveyor V	\$155
Engineer III	\$150	Professional Land Surveyor VI	\$160
Engineer IV	\$170	Professional Land Surveyor VII	\$170
Engineer V	\$190	Professional Land Surveyor VIII	\$180
Engineer VI	\$200	Professional Land Surveyor IX	\$205
Engineer VII	\$210	Professional Land Surveyor X	\$215
Engineer VIII	\$220	Professional Land Surveyor XI	\$240
Engineer IX	\$245	Contract Administrator I	\$140
Engineer X	\$260	Utility Operator	\$140
Senior Manager II	\$255	Water Resource Specialist	\$190
Senior Manager III	\$265	Water Rights Specialist I	\$145
Senior Manager V	\$310	Water Rights Specialist II	\$165
Intern I	\$80	Water Rights Specialist III	\$200
Environmental Specialist I	\$115	Water Rights Technician I	\$100
Environmental Specialist V	\$150	Water Rights Technician II	\$110
Environmental Specialist VI	\$185	Water Rights Technician III	\$120

Survey Crews

One-Person Survey Crew	=	\$155 /hour
Two-Person Survey Crew	=	\$255 /hour

Other Fees and Charges

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case-by-case basis.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

220-480-684 and 220-480-683

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with Wood Rodgers for engineering design and construction services for the Main Street Beautification Phase 4 Project and ADA Bathroom Facility at the Fernley Train Depot for an amount of \$78,500.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for engineering design and construction services for the Main Street Beautification Phase 4 Project and ADA Bathroom Facility at the Fernley Train Depot.

RECOMMENDED MOTION:

"I move to approve the contract with Wood Rodgers for an amount not to exceed \$78,500 plus time and material if needed for engineering design and construction services for phase 4 of the Main Street Beautification and ADA Bathroom Facility at the Fernley Train Depot."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

In July 2022 The City of Fernley received two community development block grant (CDBG) awards from Nevada's Governor's Office of Economic Development totaling \$495,000. This grant money will be used to assist the City of Fernley in completing two projects: 1) Fernley Depot ADA Bathroom Facility (\$395,000) and 2) Fernley Main Street Beautification (\$100,000). The Fernley Depot ADA bathroom will be a large restroom facility located east of the train depot with ADA paths for easy access to the amenities. This facility will be used for community events at the train depot and future community center. The Fernley Main Street beautification project includes adding landscape, seating areas, bike racks, and trash receptacles along Main Street in front of the train depot property.

In April 2023 the City of Fernley put out a request for proposals for qualified firms to show interest in wanting to work with the City of Fernley to plan and design the two projects we received grants for. The letter of award was sent to Wood Rodgers on May 9th, 2023. Since then, Wood Rodgers has submitted a proposal to which we would like to award this evening. The proposal scope of work includes assisting in project management, a landscape plan, a design plan, a civil plan, and bid and construction support.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625

FINANCIAL IMPLICATIONS:

The funding for this was approved for the current Fiscal Year 2023/2024. The funding is part of the Grant Fund. The total funding for this project is \$495,000.

ATTACHMENTS:

1. Fernley DT Revitalization Phase 4 SOW - Attachment A



July 31, 2023

Kari Weitzel
Engineering Department
City of Fernley
595 Silverlace Blvd
Fernley, NV 89408
(775) 784-9866
kwetizel@cityoffernley.org

Re: Downtown Fernley Revitalization, Phase 4 Design Services Scope of Work and Estimated Fee

Dear Kari,

Wood Rodgers is pleased to present our proposed scope of work and estimated budget to assist you with landscape architecture and permitting services to complete a plaza/community gathering space for the Fernley Depot and future community center site, identified as APNs 021-103-18 and 021-103-56 in Fernley, NV. Based on our conversations and using the conceptual plan you have already had prepared as a starting point, we understand you would like Wood Rodgers to focus on a conceptual landscape plan for the full Main Street frontage around the Depot and Polaris Plaza. Based on estimated costs and budget available for the project, Wood Rodgers will also assist the City in identifying a specific project to move forward into a full landscape construction documents. Wood Rodgers will provide a draft design plan, address comments, and provide final landscape construction documents for bid. Wood Rodgers will also provide bid and construction support services. We understand that survey services will not be needed and the City of Fernley will provide all necessary CAD files for design.

Following is our anticipated Scope of Work to be covered under this Contract. We are proposing to provide services to you on a Lump Sum (LS) and Time and Materials (T&M) basis. Our proposed Scope of Work and estimated fees are as follows:

SCOPE OF WORK

Task 1 - Project Management, Meetings, and Coordination \$9,500 T&M

- Wood Rodgers Project Manager will develop a project schedule and coordinate a monthly call with the City to review project progress.
- Wood Rodgers will be available to meet with the City of Fernley, agency staff, and others as directed by the City of Fernley.
- Wood Rodgers will be available for project coordination with the City of Fernley and other project team members through the life of the project. Meetings and Coordination includes on-line, telephone, and face-to-face meetings, as well as email correspondence involving any aspect or task of this project.
- As the extent of the effort necessary for this task is uncertain, we have proposed a Time and Materials (T&M) budget not to be exceeded without prior written authorization from the City of Fernley.

Reno Office: 1361 Corporate Boulevard • Reno, NV 89502 • Tel: 775.823.4068 • Fax: 775.823.4066
Offices located in California and Nevada

www.woodrogers.com

Task 2 – Conceptual Design

\$7,500 T&M

- Using the existing concept plan prepared by others as a basis of design, Wood Rodgers will develop an overall conceptual landscape plan for the Main Street frontage adjacent to the Depot. We anticipate this work will take place in the same general area as already envisioned, with possible modifications as discussed and in coordination with the community center plans which are nearing completion.
- We will incorporate the anticipated pre-fabricated restroom structure in this plan with the understanding that it may ultimately be located elsewhere on the community center site. We will also incorporate the existing Polaris Plaza sign into the plan in a mutually agreed upon location.
- Wood Rodgers will attend one (1) in-person meeting for plan review. We will incorporate any comments received in subsequent plan renditions.
- Wood Rodgers will provide a Statement of Probable Construction Costs for the conceptual plan.
- This task assumes addressing one round of comments on the conceptual plan.
- We have proposed a Time and Materials (T&M) budget not to be exceeded without prior written authorization from the City of Fernley.

Task 3 - Design Development Plan

\$18,500 Lump Sum

- Wood Rodgers will coordinate with the City of Fernley based on Task 2 to determine the scope of the project that will move forward to construction documents. We will prepare design development/preliminary landscape design package.
- These Plans define the character and essentials of the project including selection of materials to solicit client comment. These plans may also be used to facilitate landscape pricing and serve as a technical design guideline for working drawings and coordination between project design and planning team members.
- Wood Rodgers will meet virtually with review agencies and key stakeholders as necessary to discuss the proposed plan, including NDOT coordination for any improvements proposed within the right of way.
- Wood Rodgers will attend one (1) in-person meeting for plan review.
- Wood Rodgers will address one (1) round of comments.
- Wood Rodgers will provide a Statement of Probable Construction Costs for the preliminary plan.
- The City of Fernley is responsible for any agency submittal fees.
- Wood Rodgers will prepare Design Development level civil drawings based on coordination from Task 2. Said plans are anticipated to include the following plans:
 - a. Preliminary Layout Plan and for hardscape and landscape elements, such as site furnishings, pilasters, planters, and fencing;
 - b. Preliminary Civil Grading and Utility Plan
- Grading plan will be conceptual in nature and will include conceptual finish floor elevation, general sloping, and periodic site grades to convey general concept. A complete grading plan and/or grading model is not included as part of this task. Approximate earthwork volumes (cut/fill) will be provided for planning purposes. Utility depths, invert elevations, and pipe slopes will not be provided as part of this task, utility information will be limited to pipe size and flow direction (if applicable).

Task 4 - Construction Documents **\$28,500 Lump Sum**

- Wood Rodgers will develop a full plan set for the proposed improvements identified in Task 3.
 The following plans are anticipated:
 - c. Title Sheet
 - d. Notes, Legend, and Abbreviations
 - e. Layout Plan for hardscape and landscape elements, such as site furnishings, pilasters, planters, and fencing;
 - f. Civil Grading and Utility
 - g. Construction Details and material selections for landscape appurtenances;
 - h. Irrigation Plan prepared to City of Fernley standards;
 - i. Planting Plan;
 - j. Landscape Construction, Planting and Irrigation Construction Detail; and
 - k. Electrical Plans, Calculations, and Details.
- Wood Rodgers will address permit review comments prior to preparation of a final plan set for bid purposes.
- Wood Rodgers will attend up to one (1) virtual meeting for plan review.
- The City of Fernley is responsible for any required permitting fees.
- A separate specification package is not currently included as part of this scope of work, all specification requirements will be included on the plan drawings, including specification criteria for the prefabricated restroom building.
- A technical drainage memo will be provided to address storm water management. It is assumed that all storm water will be conveyed into the existing on-site infrastructure and underground storage / infiltration system designed by others.
- Electrical plans will be prepared by our subconsultant, PK Electrical. Said electrical plans are limited to site connection to the prefabricated restroom facility. Building electrical is not included as part of this scope of work. In addition, it is assumed the restroom facility will be served from onsite electrical. A separate electrical service is not included as part of this scope of work. Should a new service be required, such design and coordination can be completed under Task 5.

Task 5 – NVE Permitting and Coordination (Optional Task) **\$4,500 T&M**

- Wood Rodgers, with assistance from our subconsultant, PK Electrical, will coordinate with NV Energy for a new service including assistance with filing new business application with NV Energy and providing supporting calculations. All application and service fees are assumed to be paid by the City.
- We have proposed a Time and Materials (T&M) budget not to be exceeded without prior written authorization from the City of Fernley.

Task 6 - Bid and Construction Support **\$10,000 T&M**

- Wood Rodgers will assist the City of Fernley with bid review and analysis.
- Wood Rodgers will review and respond to contractor shop drawings and construction submittals related to our scope of work during the construction phase of work.
- Wood Rodgers will respond to contractor's requests for information (RFIs) during the construction phase of work.
- Value Engineering requests by the Contractor are not included within this scope of work.

- Wood Rodgers will attend up to (4) four total weekly construction meetings as requested by the City throughout construction.
- Wood Rodgers will make up to four (4) site visits during construction assumed to be project kickoff, final punchlist walk, and two (2) as-need construction site visits. Should additional site visits be necessary such costs can be accommodated as an amendment to this proposal.
- We have proposed a Time and Materials (T&M) budget not to be exceeded without prior written authorization from the City of Fernley.

FEE SUMMARY

We can complete the above scope of services for a fee as described below. This scope of services has been prepared based upon limited background information for the project site. Should items other than those listed above be required by the Client or reviewing agency to complete the project, they can be negotiated separately.

Task 1 –Project Management, Meetings, and Coordination	\$9,500 T&M
Task 2 – Conceptual Design	\$7,500 T&M
Task 3- Design Development	\$18,500 LS
Task 4 - Construction Documents	\$28,500 LS
Task 5 – NVE Permitting and Coordination	\$4,500 LS
Task 6 – Bidding and Construction Support	\$10,000 T&M
Total	\$78,500 LS & T&M

Any items required or requested by the Client or reviewing agency that are not specifically identified in the above Scope of Services will be billed on a T&M basis. Any client or agency requested or required modifications to any plans, text, graphics, supporting documentation, or other part of the application submittal information after the date of provision of reports or mapping to client will be billed on a T&M basis. Fees for such changes, modifications and/or additional information should be expected to increase the estimate fee amounts listed, above.

We have included Exhibit “A” an hourly rate Fee Schedule for Time and Materials work and for Client requested changes that affect the scope of work are contained herein.

Assumptions

1. The City of Fernley will provide current survey information and current community center plans in CAD for use in developing the plans. Said CAD files are understood to include topographic surface, planimetric features, basis of bearing, and basis of elevation. It is expected that such features will be design level and therefore additional field survey is not currently included as part of this scope of work.
2. Construction staking / surveying is not included as part of this work.
3. Construction Testing and Inspection.
4. NDOT Encroachment Permit application is not currently included as part of this scope of work. NDOT scope is currently limited to coordination as outlined above.

Special Conditions & Items Needed:

1. Client understands that the T&M estimated costs provided herein are estimates only, that T&M identified services will be performed on a time & materials basis, and that various line items included herein may be either exceeded or reduced by actual billing. Line items will not be exceeded without prior approval from the Client.
2. Any cost estimates prepared represent preliminary amounts that are subject to change. Wood-Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential development cost increases associated with the development of this project.
3. Client is responsible for any agency review or permitting fees required.
4. Client to provide CAD files that include the site survey and proposed community center design, or other designs that will influence the preliminary landscape plan.
5. Survey services are not included as part of this scope of work, but may be provided by Wood Rodgers as a separate scope of work and fee.
6. Direct expenses such as mileage, reprographics and other mutually agreed items will be billed at cost.
7. Invoices will be submitted to the City on a monthly basis.

Kari, thank you for the opportunity to provide this initial scope of work and we look forward to working with you on this project. If you have any questions or require additional information, please do not hesitate to contact me at our offices.

Sincerely,

Wood Rodgers Inc.



Derek Kirkland, AICP
Principal



John H. Nicolaus, FASLA, RLA
Principal

EXHIBIT "A"



FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$260
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$245
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$230
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$200
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$165
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$145
Designer	\$95
Senior CAD Technician/Graphics Designer II	\$165
Senior CAD Technician/Graphics Designer I	\$155
CAD Technician/Graphics Designer	\$135
Project Coordinator	\$135
Administrative Assistant	\$115
Construction Manager	\$175
Senior Inspector II	\$145
Senior Inspector I	\$130
Inspector II	\$125
Inspector I	\$105
Senior Field Technician I	\$130
Field Technician II	\$110
Field Technician I	\$95
1 Person Survey Crew	\$175
2 Person Survey Crew	\$230
3 Person Survey Crew	\$305
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 65.5 cents per mile.

Fee Schedule subject to change January 1, 2024.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Acting City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to enter into a contract with Wood Rodgers for \$291,000 over a period of two to three years to assist the City of Fernley with the conveyance of ten parcels under the 2014 Fernley Lands Bill lands to the City.

AGENDA ITEM BRIEF:

Staff is seeking approval to enter into a time and materials contract for consulting services with Wood Rodgers in accordance with the 2016 MOU between the BLM and the City for an amount not to exceed \$291,000.

RECOMMENDED MOTION:

"I move to approve a contract with Wood Rodgers for consulting services in accordance with the 2016 MOU between the BLM and the City for an amount not to exceed \$291,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council could choose not to approve the contract. If Council were not to approve the contract, staff would not move forward with conveyance of public lands identified in the Lands Bill.

BACKGROUND:

On December 19, 2014, Congress passed the National Defense Authorization Act (H.R. 3913). This Act included Section 3009(c) titled "Conveyance to the City of Fernley, NV, commonly referred to as the "Lands Bill".

On December 28, 2016, Fernley City Council approved an MOU between the BLM and the City of Fernley regarding respective roles, responsibilities, conditions, and procedures for the land conveyance of approximately 9,779 acres of public lands (Attachment A).

The City of Fernley entered into a contract with Wood Rodgers initially in September 2019 for coordination services with the BOR and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts in compliance with the Recreation and Public Purposes Act (R&PP). It is anticipated that these eight parcels of public lands (1,576 acres) will be deeded to the City in 2023.

On January 9, 2020, the City released a request for proposals (RFP) to seek development proposals from qualified firms for the opportunity to purchase and develop ten parcels of Federal land to be conveyed through the process established by the Lands Bill. Several firms replied with project visions for the various parcels and the benefits their projects will bring to the City, among other qualifications. The intended outcome of the RFP process is the development of an Exclusive Right to Negotiate agreement that will establish terms and conditions, as identified in the Lands Bill.

On May 2, 2023, City staff met with the Carson City District BLM staff and field manager as required to initiate the conveyance process for ten parcels of land designated in the Lands Bill. After that meeting, the City put out a request to three professional consulting firms that are listed on the City's list of Qualified Professionals for baseline surveys, reports, concept layouts, and NEPA documentation in accordance with the 2016 MOU between the BLM and the City to facilitate conveyance of 10 parcels (Attachment B, blue parcels). Two firms responded and include DOWL (formerly Farr West) and Wood Rodgers. Wood Rodger's estimated cost is \$291,000, and is a time and materials estimate (Attachment C). DOWL's estimated cost is \$370,380 and is a lump sum estimate. City staff's choice is Wood Rodgers based on the professional scope of services provided in their proposal.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625

FINANCIAL IMPLICATIONS:

A portion of these professional services are accounted for in the FY 2024 current budget. A continuation of these professional services into the next fiscal years will require a continuation of this budget fund line item. It is the intent of the City to have the cost of these services reimbursed as part of any future sale agreements of parcels identified in the Lands Bill.

ATTACHMENTS:

1. Attachment A_MOU Bureau of Land Management(Land Bill)_signed
2. Attachment B_Additional_Lands_LandsBill#1_20230510
3. Attachment C_Wood Rogers_CoF_Proposal_230522

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF LAND
MANAGEMENT, SIERRA FRONT FIELD OFFICE, AND THE CITY OF FERNLEY,
NEVADA**

**FOR THE PURPOSES OF LAND CONVEYANCES UNDER THE NATIONAL
DEFENSE AUTHORIZATION ACT**

October 17, 2016

I. BACKGROUND AND PURPOSE

On December 19, 2014 the National Defense Authorization Act (Act) (H.R. 3979) was signed into law (Public Law 113-291). Included in this Act is Section 3009 (c) titled “Conveyance to the City of Fernley, Nevada.” Under Section 3009 (c) (2) the Bureau of Land Management (BLM) is required to convey to the City of Fernley (City), approximately 9,779 acres of public lands (Project). This land conveyance has been assigned BLM case file number NVN 093783.

The purpose of this Memorandum of Understanding (MOU) is to establish a relationship between the BLM and City regarding the respective roles, responsibilities, conditions and procedures for a land conveyance, which includes compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and any other federal law(s) or regulation(s) applicable to the Project.

The Project area is depicted on a Congressional map dated January 25, 2013. The Conveyance Area includes approximately 9,779 acres of public lands. Approximately 7,463 acres are located within the Carson City District (CCD) and 2,316 acres are located within the Winnemucca District. The CCD has been designated as the Nevada BLM lead for this Project. Section 3009 (c) of the Act is included as Appendix A of this MOU.

II. AUTHORITIES

This MOU is entered into under the following authorities, which are hereby incorporated by reference:

- The Federal Land Management and Policy Act of 1976 (PL 94-579), 43 USC 1701 et seq.);
- The National Environmental Policy Act of 1969, as amended (PL 91-190, 42 USC 4321 et seq.);
- The National Historic Preservation Act of 1966, as amended (156 USC 470f).

III. RESPONSIBILITIES

A. DESIGNATION OF AUTHORIZED OFFICIALS AND POINTS OF CONTACT

The Authorized Official for the BLM is the Field Manager, Sierra Front Field Office. Certain actions may require approval by the District Manager.

The Authorized Official for the City is the Mayor.

The BLM and City may designate, in writing, individuals or consultants as technical point(s) of contact for all or portions of this Project.

B. CITY

I. Conveyance of Lands from the BLM to the City under the Recreation & Public Purposes (R&PP) Act [Section 3009 (c) (2) (i)].

As described below, there are a number of studies, reports and other matters that must be completed prior to the conveyance of land from the BLM to the City. The BLM does not have the staff and funding necessary to conduct these activities in a timely manner. The BLM understands that the City may direct-hire consultants, or other City-designated parties may direct-hire consultants to perform the work. All work performed must comply with BLM standards and be approved by the BLM.

The City would complete the following tasks at a minimum:

1. “Pre-Request Conference” with BLM. The BLM would recommend the City and City-designated parties, provide a preliminary map of the land to be requested for conveyance *prior to submittal of the request* described below and to be utilized during a pre-request conference call. This would enable the BLM to better inform the City at the time a request is submitted, which activities described below and in Section C I, will be required to complete the land conveyance.

2. Request to the BLM. Section 3009 (c) (2) of the Act states “...not later than 180 days *after the date on which the Secretary receives a request from the City for the conveyance of federal land...*” The City is responsible for submitting a request to the BLM to convey lands. The City may request the conveyance of portions or all lands depicted on the Congressional map dated January 25, 2013, and at one time or over a phased period of time.

The City would need to provide the BLM the following:

- A request on City letterhead that describes the parcel(s) to be conveyed including the Township, Range and Section(s) the parcel(s) occur within and total acres requested;
 - The request would need to provide the name(s) of individuals or consultants that would serve for the City to represent City interest for the requested conveyance; and
 - The parcel information on a map and with supporting GIS data.
3. Phase I, Environmental Site Assessment. The objective of this report is to describe to what extent the lands to be conveyed have contaminants or physical safety hazards (such as abandoned mine lands) in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (Section 120[h]) and 40 CFR Part 373..
 4. Mineral Potential Report. The objective of this report is to determine if there are mineral resources within the lands to be conveyed, and if so what is the fair market value of those resources.
 5. Class III Cultural Resources Inventory. The objective of this inventory and report is to determine whether prehistoric or historic sites that are eligible for listing on the National Register of Historic Places (NRHP) are present within the lands to be conveyed. This report serves as the baseline for information in the environmental assessment and if an “agreement document” is required to comply with the NHPA.

6. Baseline Biological Report. The objective of this inventory and report is to determine what vegetation types are present, whether noxious or invasive weeds are present, whether threatened or endangered species or BLM sensitive species are present or their habitat may be present. This report serves as the baseline for information in the environmental assessment.
7. Environmental Assessment. The objective of this document is to disclose the existing conditions of the land to be conveyed, and potential direct, indirect and cumulative effects from the conveyance of lands from the BLM to the City. Additional details are included in Appendices B-D.
8. Costs. Section 3009 (c) (B) (6) of the Act states “At closing of the conveyance authorized under paragraph (2), the City shall pay or reimburse the Secretary, as appropriate, for the reasonable transaction and administrative personal costs associated with the conveyance authorized under that paragraph, including the costs of title searches, maps, and boundary and cadastral surveys.” Upon the issuance of patent(s) for the conveyed land, the BLM would submit to the City the labor hours and costs associated with BLM work that was needed to complete this phase of the land conveyance. A cost recovery agreement between the BLM and City would be executed. The City agrees to submit payment to the BLM within 30-days upon receipt of the BLM’s request.

Although as described in #7 above, the Act does not require payment to the BLM until the closing of any land conveyance, the BLM would enter into discussions early upon receipt of a request for a land conveyance, at the onset of the land conveyance to enter into a cost recovery agreement through “contributed funds.” Should any unused funds be available at the time of the closing of the land conveyance, the BLM would return any unexpended funds to the City, or apply those funds to Section II 3, if applicable. The advantage of contributed funds is that projects with funding available often receive higher priority by the BLM to process.

II. Acquisition of the Federal Reversionary Interest [Section 3009 (c) (8) (A)].

1. Request to the BLM. Section 3009 (c) (8) (A) of the Act states “After the date of conveyance of the Federal and under paragraph (2), the City may submit to the Secretary a request to acquire the Federal reversionary interest in all or any portion of the Federal land.” The City is responsible for submitting to the BLM a request to acquire the reversionary interest in all or portions of lands that have been conveyed to the City, that would not be retained by the City for R&PP purposes.

The City would need to provide the BLM the following:

- A request on City letterhead that describes the parcel(s) to be acquired including the Township, Range and Section(s) the parcel(s) occur within and total acres; and
 - The City provides the parcel information on a map and with supporting GIS data.
2. Appraisal of the Fair Market Value. Upon acceptance of the appraisal by the Office of Valuation Services, the appraisal would be processed to determine the fair market value for the acquisition of the reversionary interest, which the City would pay to the BLM through electronic fund transfer.
 3. Costs. “...As a condition of the conveyance under subparagraph (C), all costs associated with the conveyance (including the cost of the appraisal under subparagraph [B]), shall be paid by the City...” Utilizing the existing cost recovery agreement described under Section III B 7, the BLM would submit to City the labor hours and costs associated with BLM work that was needed to complete this phase of the land conveyance. The City agrees to submit payment to the BLM within 30-days upon receipt of the BLM’s request.

C. BLM

I. Conveyance of Lands from the BLM to the City under the Recreation & Public Purposes (R&PP) Act [Section 3009 (c) (2) (i)].

The BLM would complete the following tasks at a minimum:

1. Project Coordination and Management. The BLM would coordinate all meetings, conference calls, data requests, public inquiries. The BLM will ensure that review of

documents occurs in a timely manner. The BLM has established the official email address for all correspondence regarding this project as Fernley_Lands@blm.gov.

2. Cadastral Survey. Upon the receipt of the City's conveyance request, the BLM would submit a Land Description Review (LDR) request to the BLM Nevada State Office. Further survey needs would be based on the BLM Nevada State Office's response to the LDR Request.

To the greatest extent practicable, the BLM recommends that any land conveyance configure the shape of the parcel(s) to aliquot parts. Lands that would be conveyed that involve irregular configurations (such as diagonals) of land sections would likely require a cadastral survey, which would add to Project expense and timeframe.

3. Notification to Right-of-Way Holders. In accordance to the "Final BLM Policy and Procedures for Issuance of 'Long Term' Right-of-Way Grants and Easement Over Public Lands to Be Transferred Out of Federal Ownership," existing right-of-way (ROW) holders would be notified by the BLM that their existing ROW may be affected by the land conveyance. ROW holders are given the option to keep their ROW in status quo (no change); convert the ROW to a perpetual ROW or a perpetual easement; or relinquish the ROW and work out an agreement with the City.
4. Notification to Livestock Grazing Permittees. 43 CFR 4110.4-2 (b) states, "When public lands are disposed of or devoted to a public purpose which precludes livestock grazing, the permittees and lessees shall be given 2 years' prior notification except in cases of emergency...before their grazing permit or grazing lease and grazing preference may be cancelled..."

This Act when fully implemented, would remove approximately 11 percent (2,300 acres) from the Truckee-Virginia Grazing Allotment; .06 percent (4,097 acres) from the Horse Springs Grazing Allotment (no current permit); and .01 percent (2,736 acres) from the Desert Queen Grazing Allotment (Winnemucca District).

43 CFR 4110-4-2 (b) states "...A permittee or lessee may unconditionally waive the 2-year prior to notification. Such a waiver shall not prejudice the permittee's or lessee's right to reasonable compensation for, but not to exceed fair market value of his or her interest in authorized permanent range improvements located on these public lands."

The BLM would determine whether there would be a loss of range improvements and if so the need for compensation by the BLM.

43 CFR 4120.3-6 (d) states "...Permittees or lessees shall be allowed 180 days from the date of cancellation of a range improvement permit or cooperative range improvement agreement to salvage material owned by them and perform rehabilitation measures necessitated by the removal."

5. Segregation of Public Lands from Entry. Approximately 646 acres of public lands are under a withdrawal from the Bureau of Reclamation (BOR) as a part of the Newlands Project. In February 2015 BOR requested the BLM to revoke BOR interest in these lands (and a much larger area outside the Conveyance Area). The BLM has the responsibility to publish the revocation in the *Federal Register*. In addition, because the Act did not include a legislative segregation the BLM would withdraw all or portions of the lands depicted on the Congressional map dated January 25, 2013 in order to prevent the establishment of new existing rights.
6. Mineral Validity Exam. If the BLM determines, upon the request to convey lands to the City, that unpatented mining claims occur within the proposed conveyance lands, it may be necessary for a mineral validity exam to be prepared. This may be contracted by the BLM, or carried out by the City in accordance with Section B I.
7. Review and Approval of the Following Reports:
 - Cadastral Survey, if required.

- Phase I, Environmental Site Assessment;
 - Mineral Potential Report;
 - Mineral Validity Exam, if required.
 - Class III Cultural Resources Inventory;
 - Biological Baseline Report; and
 - Environmental Assessment.
8. Consultation with Tribes. The BLM would likely consult with the Yerington Paiute Tribe, and they would be invited to participate in the development of any agreement document(s) as needed under NHPA (described below). Other tribes may also be identified for consultation.
9. Agreement Document under NHPA, if needed. 36 CFR 800.5 (a) (2) (vii) defines an adverse effect under the NHPA as “...the transfer of historic properties out of federal ownership without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property’s historic significance.” If prehistoric or historic properties that are eligible for listing on the NRHP occur within the land to be conveyed, an “agreement document” such as a Memorandum of Agreement, must be prepared by the BLM, the State Historic Preservation Office, any consulting parties and tribes prior to a land conveyance.
10. Approve a Finding of No Significant Impact and Decision Record. Upon the conclusion of the NEPA process and the publication of a Final EA (and execution of an agreement document, if required), if the BLM determines that the land conveyance would result in “less than significant effects,” the BLM would then approve a Finding of No Significant Impact and Decision Record for the Project prior to land conveyance.

II. Acquisition of the Federal Reversionary Interest [Section 3009 (c) (8) (A)].

Upon receipt of the City’s request to acquire the reversionary interest in lands that have been conveyed to it, and upon the conclusion of the appraisal of the fair market value, the BLM would provide notice to the City of the amount due. Upon receipt of payment from the City, the BLM

would likely issue new land patents, recording that the City had paid the reversionary interest and the land(s) are no longer subject to the requirements of the R&PP Act.

IV. ADMINISTRATIVE PROVISIONS

Applicable laws: The parties agree to comply with all applicable laws governing the activities under this MOU.

Effective Date and Term of this MOU: This MOU shall be in effect upon the date of the last signed, and executed by the duly authorized representatives, and will remain in effect until such time as described under "Termination."

Amendments: Either party may request changes to this MOU. Any changes, modifications or amendments to this MOU must be mutually agreed to in writing by the parties. Any amendment, modification or revision will be incorporated by written instrument, executed and signed by all parties to this MOU, and will be in effect in accordance with the Terms of this MOU. An amendment of this MOU is not necessary to change the designated points of contact for this MOU.

Termination: Either party may terminate this MOU after 30-days written notice to the other party with their intention to do so. During this period, the parties will enter into negotiations to resolve their disagreement(s). If the disagreement(s) have not been resolved by the end of the 30-day period, this MOU will terminate. In the event that negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the request to terminate may request in writing the termination be postponed for one additional 30-day period.

Land Conveyance Requires an EIS: If the BLM determines that a land conveyance would have significant effects, the BLM would terminate the processing of the land conveyance and enter into a new agreement with the City that would govern the preparation of an Environmental Impact Statement (EIS). In such case when it is determined that a land conveyance would have significant effects, the preparation of any environmental assessment would cease. The BLM would provide the City with 30-days written notice to this effect.

V. CONTACT INFORMATION

The primary points of contact for carrying out the provisions of this MOU are:

I. BLM

Bryant D. Smith Field Manager 775-885-6172

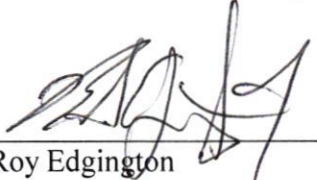
II. City of Fernley

Daphne Hooper City Manager 775-784-9864

IX. APPROVALS

Bryant D. Smith
Field Manager
Sierra Front Field Office, BLM

Date



Roy Edgington
Mayor, City of Fernley

Dec 28 2016

Date

APPENDIX A NATIONAL DEFENSE AUTHORIZATION ACT (HR 3979)

(c) CONVEYANCE TO THE CITY OF FERNLEY, NEVADA.—

(1) DEFINITIONS.—In this subsection:

(A) CITY.—The term “City” means the city of Fernley, Nevada.

(B) FEDERAL LAND.—The term “Federal land” means the land located in the City that is identified as “Proposed Sale Parcels” on the map.

(C) MAP.—The term “map” means the map entitled “Proposed Fernley, Nevada, Land Sales” and dated January 25, 2013.

(D) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(2) CONVEYANCE AUTHORIZED.—Subject to valid existing rights and notwithstanding the land use planning requirements of sections 202 and 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712, 1713), not later than 180 days after the date on which the Secretary receives a request from the City for the conveyance of the Federal land, the Secretary shall convey to the City, without consideration, all right, title, and interest of the United States to and in the Federal land.

(3) USE OF CONVEYED LAND.—

(A) IN GENERAL.—The Federal land conveyed under paragraph (2)—

- (i) may be used by the City for any public purposes consistent with the Act of June 14, 1926 (commonly known as the “Recreation and Public Purposes Act”) (43 U.S.C. 869 et seq.); and
- (ii) shall not be disposed of by the City.

(B) REVERSION.—If the City ceases to use a parcel of the Federal land conveyed under paragraph (2) in accordance with subparagraph (A)—

- (i) title to the parcel shall revert to the Secretary, at the option of the Secretary; and
- (ii) the City shall be responsible for any reclamation necessary to revert the parcel to the United States.

(4) AVAILABILITY OF MAP.—The map shall be on file and available for public inspection in the appropriate offices of the Bureau of Land Management.

(5) RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY.—The City and the Commissioner of Reclamation may retain easements or rights-of-way on the Federal land to be conveyed, including easements or rights-of-way that the Commissioner of Reclamation determines are necessary to carry out—

(A) the operation and maintenance of the Truckee Canal Irrigation District Canal; or

(B) the Newlands Project.

(6) COSTS.—At closing for the conveyance authorized under paragraph (2), the City shall pay or reimburse the Secretary, as appropriate, for the reasonable transaction and administrative personnel costs associated with the conveyance authorized under that paragraph, including the costs of title searches, maps, and boundary and cadastral surveys.

(7) RELEASE OF UNITED STATES.—On conveyance of the Federal land under paragraph (2), notwithstanding any other provision of law, the United States is released from any and all liabilities or claims of any kind or nature arising from the presence, release, or threat of release of any hazardous substance, pollutant, contaminant, petroleum product (or derivative of a petroleum product of any kind), solid waste, mine materials, or mining related features (including tailings, overburden, waste rock, mill remnants, pits, or other hazards resulting from the presence of mining related features) on the Federal land in existence before or on the date of the conveyance.

(8) ACQUISITION OF FEDERAL REVERSIONARY INTEREST.—

(A) REQUEST.—After the date of conveyance of the Federal land under paragraph (2), the City may submit to the Secretary a request to acquire the Federal reversionary interest in all or any portion of the Federal land.

(B) APPRAISAL.—

(i) IN GENERAL.—Not later than 180 days after the date of receipt of a request under subparagraph (A), the Secretary shall complete an appraisal of the Federal reversionary interest in the Federal land requested by the City under that subparagraph.

(ii) REQUIREMENT.—The appraisal under clause (i) shall be completed in accordance with—

(I) the Uniform Appraisal Standards for Federal Land Acquisitions; and

(II) the Uniform Standards of Professional Appraisal Practice.

(C) CONVEYANCE REQUIRED.—If, by the date that is 1 year after the date of completion of the appraisal under subparagraph (B), the City submits to the Secretary an offer to acquire the Federal reversionary requested under subparagraph (A), the Secretary shall, not later than the date that is 30 days after the date on which the offer is submitted, convey to the City the reversionary interest covered by the offer.

(D) CONSIDERATION.—As consideration for the conveyance of the Federal reversionary interest under subparagraph (C), the City shall pay to the Secretary an amount equal to the appraised value of the Federal reversionary interest, as determined under subparagraph (B).

(E) COSTS OF CONVEYANCE.—As a condition of the conveyance under subparagraph (C), all costs associated with the conveyance (including the cost of the appraisal under subparagraph (B)), shall be paid by the City.

APPENDIX B ENVIRONMENTAL ASSESSMENT

The determination that an environmental assessment (EA) is required is based on the BLM's review of Section 3009 (c) of the Act. An EA is the minimum level of analysis that must be prepared in order to determine whether the Project would significantly affect the quality of the human environment. The BLM would make this determination once an EA is prepared in a Finding of No Significant Impact (FONSI). This determination is also based on:

- The Act does not specifically exempt this Project from compliance with the NEPA.

The "conveyance EA" would analyze the following:

The direct, indirect and cumulative effects the *Proposed Action*: the BLM would convey the public lands to the City and be in compliance with the Act. The EA would disclose in the *No Action Alternative*: that the BLM would not be in compliance with the Act. Consistent with 43 CFR 46.310 (b), the No Action Alternative would not be analyzed.

The scope of the EA is a land conveyance. The BLM has determined that potential economic development activities on the conveyed lands are reasonably foreseeable future [non-federal] actions that must be disclosed in the cumulative effects section of the EA (to the extent that information is publically available). However, because these reasonably foreseeable future [non-federal] actions cannot be modified or prevented by BLM decision-making, their effects are not cumulatively additive to the BLM's action to convey the public lands to the City.

Conveyance of public lands removes the lands from the jurisdiction of the FLMPA and other regulations, manuals, guidance etc. the BLM currently uses in its administration of these lands for multiple-use purposes.

The following guidance on the preparation of an EA is hereby incorporated by reference:

- The BLM *National Environmental Policy Act Handbook* (H-1790-1);
- *CEQ's Forty Most Asked Questions Concerning CEQ's NEPA Regulations* (March 23, 1981);
- The *Department of the Interior Manual* 516; and
- The *Guidebook for Environmental Assessments* (December 2014).

All primary- or sub-contractors working on the EA must sign an *Organizational Conflict of Interest Representation Certification* and submit the completed form to the BLM within 10 working days of entry onto service on this Project on the behalf of the City.

The development of the EA shall include, at a minimum, the following tasks:

(A.) Communication Plan

- The EA Contractor shall develop a Communication Plan, that identifies the primary for the City, the BLM, EA Contractor, and any other consultants involved on this Project;
- The Communication Plan shall be submitted to the City and BLM for approval within 10 working days upon entry onto service on this Project;
- Provide timely conference calls, as needed based on deliverables, between the primary contacts involved on this Project;
- Provide for a Project “kick-off” meeting at the BLM office in Carson City as a meet and greet, and Project overview; and
- Provide the BLM and all primary contacts with meeting minutes for all in-person meetings and conference calls within three working days.

(B.) Project Schedule

Based on the minimum tasks outlined in Appendix D, the EA Contractor will maintain a Project schedule starting with the BLM’s receipt of a request by the City to convey land.

(C.) GIS Data and Map Standards

The EA Contractor shall provide to the BLM all corresponding map features as ArcMap shapefiles with complete metadata in acceptable BLM standards as follows:

- ArcMap 10.2 or greater, NAD 1983, UTM 11N.

All maps must include BLM-approved land status and the following:

- North arrow, legend, scale, title, BLM warranty an accuracy of information, BLM logo, and date.

(D.) Administrative Review of Documents

The BLM’s Project IDT will review and provide comments on documents prepared by the EA Contractor and any other consultants. All comments will be provided in writing and require a written response from the EA Contactor.

- Documents can be provided to the BLM and other primary contacts by email or by an ftp site;
- Provide review documents and maps in PDF with line numbering;
- All final documents (ready for publication) must be 508 compliant.

(E.) Public Review

- The draft EA will be made available to the public for 15- or 30-days review through ePlanning (a “NEPA register”);
- The EA Contractor will be provided the initial Project mailing list and will be required to maintain the mailing list through Project completion; and
- The EA Contractor will provide the BLM with support necessary for one public workshop including sending letters to the mailing list, developing poster boards and large format maps, reproduction of documents (hard copy or CDs), and providing staff necessary to support the workshop (if the BLM determines that a public workshop is necessary).

(F.) Administrative Record

- The EA Contractor will maintain the Administrative Record (AR) for this Project starting with the BLM’s receipt of a request by the City to convey land and through the life of this Project;
- A copy of the AR must be provided to the BLM no later than 10 working days after the BLM approves the Final EA. The AR must be delivered to the BLM electronically and in hard copy format (four complete copies).

APPENDIX C EA TABLE OF CONTENTS

At a minimum, the EA will include the following sections:

Cover Page

Table of Contents

<u>Chapter 1</u>	Introduction
	Purpose and Need
	Scoping and Issue Identification
	Decision to be Made
	Land Use Plan Conformance Statement
	Relationship to Statutes, Regulations, and Other Plans
<u>Chapter 2</u>	Proposed Action and No Action Alternative
<u>Chapter 3</u>	Affected Environment
	Setting
	Resources Considered for Analysis
<u>Chapter 4</u>	Environmental Consequences
	Introduction
	Types of Effects
	Effects Analysis
<u>Chapter 5</u>	Cumulative Effects
	Definitions
	Geographic Scope (Cumulative Effects Study Area[s])
	Timeframe for Effects
	Past and Present Actions
	Reasonably Foreseeable Future Actions
	Effects Analysis
	Mitigation Measures and Residual Effects
<u>Chapter 6</u>	Consultation and Coordination
	Public Review and Comment
	Individuals, Tribes, Organizations and Agencies Consulted

List of Preparers

Chapter 7

References

APPENDIX D PRELIMINARY MILESTONES FOR AN EA

Task	Milestone	Participants
EA Contractor	Selection	City
Scoping (Internal)	Kick-Off Meeting IDT Determines Resources that may be present and may be affected. Field visit with IDT.	BLM/City/EA Contractor
Scoping (External)	Stakeholder outreach	BLM/City
Tribal Consultation	Outreach and letters	BLM
NHPA Agreement Document*	Prepare agreement document	BLM/City/Tribes/Other consulting parties
Draft EA	Prepare Draft EA	BLM/City/EA Contractor
	Public Review & Workshop**	BLM/City/EA Contractor
Execute NHPA Agreement Document*	All parties sign off	BLM/City/Tribes/Other consulting parties
Final EA	Prepare Final EA	BLM/City/EA Contractor
FONSI	Prepare FONSI	BLM
Decision Record	Prepare DR	BLM

* If needed.

** To be determined. Public review of the draft EA may be for 15- or 30-days. The need for a public workshop would be determined by the BLM.

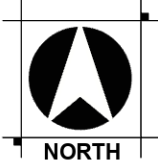
ADDITIONAL FERNLEY LANDS
FERNLEY BOR - BLM LANDS
FERNLEY, NV
MAY 2023

- Fernley Lands Bill Parcels - Conveyance in Progress
- Additional Conveyance Request
- Public Land Survey System - Section
- Public Land Survey System - Township

P# - Parcel Tracking No.

Conveyance Request in Process			
Parcel Number	APN	Section, Township, Range	Administrating Agency
1	021-201-17	S18,T20N,R25E	BOR
2	021-201-18	S16,T20N,R25E	BOR
3	021-181-02, 021-171-16	S24,T20N,R24E	BOR Withdrawn/BLM Administered
4	021-041-06	S01,T20N,R24E	BOR
5	021-302-95	S16,T20N,R25E	BLM
6	021-302-95	S30,T20N,R25E	BLM
7	021-301-30	S24,T20N,R25E	BOR Withdrawn/BLM Administered
8	021-392-05	S20,T20N,R26E	BOR

Additional Conveyance Request			
9	021-161-07	S16,T20N,R24E	BLM
10	021-161-07	S20,T20N,R24E	BLM
11	021-161-07	S22,T20N,R24E	BLM
12	021-161-07	S28,T20N,R24E	BLM
13	021-161-07	S26,T20N,R24E	BLM
14	021-161-07	S32,T20N,R24E	BLM
15	021-161-07	S34,T20N,R24E	BLM
16	021-161-07	S36,T20N,R24E	BLM
17	021-302-95	S32,T20N,R25E	BLM
18	021-302-95	S34,T20N,R25E	BLM



Esri, NASA, NGA, USGS, FEMA, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA



May 22, 2023

City of Fernley
Ms. Lydia Altick, Deputy City Manager
Public Works Director
595 Silver Lace Blvd
Fernley, Nevada 89408

**RE: Proposal for Conveyance of Federal Lands to the City of Fernley
2nd Request under the "Original Fernley Lands Bill"**

Dear Ms. Altick,

Wood Rodgers greatly appreciates the opportunity to continue to assist the City of Fernley (City) with the conveyance of federal lands to the City. The subject lands have been designated for disposal under the National Defense Authorization Act (H.R. 3979, PL 113-291 (Fernley Lands Bill)).

PROJECT UNDERSTANDING:

This Scope of Work has been prepared pursuant to your email request of May 12, 2023. It is our understanding that the City will be submitting a formal letter of request for the BLM Carson City District to process conveyance of the "blue parcels" as shown on the attached Exhibit.

Based on a meeting with the BLM on May 2, 2023, there remain questions regarding requirements for baseline surveys, reports, concepts layouts and level of NEPA documentation that may be required to facilitate conveyance of these 10 parcels. Considering required guidance, we have prepared this Scope of Work representing a "worst case scenario" where all baseline surveys and Plan of Development conceptual layouts for each parcel in compliance with R&PP uses will be required to support a BLM Environmental Assessment prepared by Wood Rodgers. This Scope of Work is presented in accordance with the 2016 MOU between the BLM and the City, Appendices B-D.

SCOPE OF WORK

Task 1: Project Management and Team Coordination

Wood Rodgers Project Manager will manage our team of professionals to deliver project deliverables in a timely and efficient manner. Regarding project coordination, we have assumed bi-weekly progress meetings with City and BLM. Meetings include preparation of an agenda, meeting attendance, and meeting notes for the group. Flexibility has been built into our fee estimate to respond to requests by the City and BLM.

Subtotal **\$9,000 T&M**

Task 2: R&PP Compliant Conceptual Layouts

Wood Rodgers will prepare one conceptual layout for each of the ten subject parcels in compliance with R&PP uses. In addition, Wood Rodgers will suggest transportation access to each parcel using the proposed TRI II access road from the I80 Wadsworth Exit to U.S. Highway 95.

Draft layouts will be submitted to the City for review. Wood Rodgers has assumed a maximum of two revisions per layout to attain a final version for submittal to the BLM.

Subtotal **\$20,000 T&M**

Task 3: Minerals Potential Report

Wood Rodgers would research and complete a Minerals Potential Report and prepare a Technical Memorandum Report for submittal to the BLM as supporting documentation for the EA.

Subtotal **\$10,000 T&M**

Task 4: Biological Surveys

Wood Rodgers will obtain the BLM List of Species of Concern in the Carson City District, and complete database queries with the Nevada Natural Heritage Program (NNHP), U.S. Fish and Wildlife Service (FWS) and the Nevada Department of Wildlife (NDOW) to determine what sensitive plant and animal species and sensitive species habitats have potential to occur within the 10 subject parcels.

A reconnaissance survey of the ten subject parcels will be completed to determine if and where these species occur. A Technical Memorandum will be prepared that outlines potential species and methods to determine if they do occur within these parcels. If sensitive species do occur, Wood Rodgers will document the location using GPS and will document the population size and coordinate with the BLM regarding management recommendations for the conveyance process.

Subtotal **\$10,000 T&M**

Task 5. Other Resources and Uses

Wood Rodgers assumes that waters of the United States (WOTUS), livestock grazing permits, and wild horse management areas may be resources/uses that will require analysis under NEPA. Wood Rodgers will query the National Wetlands Inventory (NWI) and complete a reconnaissance survey of areas mapped by the NWI obtain BLM information to confirm potential regulation under the Section 404 of the Clean Water Act. In addition, Wood Rodgers will obtain appropriate information from the BLM regarding livestock grazing and wild horses. Our findings will be summarized in a Technical Memorandum adequate to support NEPA analysis.

Subtotal **\$10,000 T&M**

Task 6. Cultural Resources

On behalf of Wood Rodgers, Great Basin Consulting Group, LLC, (GBCG) agrees to provide a Class III Cultural Resource Inventory in support of a BLM Land Conveyance of portions of ten additional parcels to the City of Fernley, Nevada in compliance with the Bureau of Land Management (BLM) policies and Section 106 of the National Historic Preservation Act (NHPA) (36 CFR Part 800). The parcels cover approximately 5200 acres. We assume that BLM will manage the project as lead agency. Contingencies in this scope consider that the SHPO may be involved in Section 106 consultation. Native American Consultation is the responsibility of the lead Federal Agency.

Consultation with BLM will begin with submittal of a field work authorization for the project. Concurrently, WE will conduct a search of the Nevada Cultural Resources Information System (NVCRIS) and BLM files for all sites and inventories within a one-mile buffer of the project area. The request will include obtaining GIS datasets for the cultural resource components and site records for all sites within the project area buffer. Results of the records search will be compiled into site and inventory tables. Upon completing the NVCRIS search we will conduct a review of pertinent documents from previous inventories of the property held at the BLM Sierra Front Field Office files. Historic documents including GLO plats and historic maps available online and at various repositories and Truckee Carson Irrigation District buildings and structures maps will be reviewed in order to identify historic features, including roads and trails that may be present on the landscape.

Field inventory protocols will follow current BLM Standards and Guidelines (January 2019) Pedestrian inventory will be accomplished utilizing 30 meter transects across all parcels to identify any cultural resources within or near proposed activity areas. Any cultural resources located within the project area will be fully recorded to BLM standards including GPS mapping and photography. We anticipate that at approximately 25 sites may be present on the properties.

Upon completion of the field inventory, a letter report describing survey results and project recommendations will be submitted to the BLM Sierra Front Field Office Archaeologist for review. A full Class III inventory report will then be prepared. The Class III will include project descriptions, historic context and field methods, survey results, National Register eligibility determinations and determination of project effect. All associated resource records will be compiled on IMACS site forms or ARA architectural resource forms as appropriate. A separate architectural report is not anticipated. Generally, Class III report review is accomplished within 30 days of report submission. Additional edits may be required to address BLM comments.

As requested by agencies, edits to the draft report will be completed. Required paper copies and digital files including GIS databases will be submitted to the appropriate Agency.

If Historic Properties are encountered during the Class III Inventory, a Programmatic Agreement that deals with treatment of those resources is usually prepared. Assistance with preparation of the project EA and any Programmatic Agreements arising from project will be billed at an hourly rate. As a contingency 40 hours have been allotted to this task.

Subtotal **172,000 T&M**

Task 7. NEPA Environmental Assessment

Wood Rodgers will develop an Environmental Assessment analyzing the ten subject parcels in compliance with the requirements of Appendices B-D of the MOU. EA development will include a Communication Plan, Kick Off Meeting and Coordination with the BLM and City, development and maintenance of a project schedule, development, maintenance and submittal of GIS data, Admin Draft EA, review and response to BLM comments, 508 compliant Public Draft EA, assist BLM in response to comments (as necessary), one Public Workshop (if necessary), and development, maintenance and submittal of the Administrative Record to the BLM.

Subtotal **\$60,000 T&M**

ASSUMPTIONS AND EXCLUSION:

1. When required BLM guidance is obtained, Wood Rodgers reserves the opportunity to revise this Scope of Work and estimated fee.
2. The City will provide to Wood Rodgers a conceptual alignment of the proposed TRI II access road from the I80 Wadsworth Exit to U.S. Highway 95.
3. Wood Rodgers assumes that the given the ten parcels are public land, no formal authorization to access these parcels to collect data will be required.

Grand Total**\$291,000 T&M**

Wood Rodgers believes that we have provided the City of Fernley to the best of our ability in consideration of forthcoming guidance from the BLM, a Scope of Work and Fee Estimate for conveyance of 10 parcels under the Fernley Lands Bill.

We look forward to continuing to assist the City with the conveyance process. If you should have any questions regarding our approach, please feel free to contact us.

Sincerely,
WOOD RODGERS, INC.



Leslie Burnside, Associate
Environmental Program Manager



Andrew Durling, AICP
Vice President

EXHIBIT "A"
WOOD RODGERS, INC. INVOICING, PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers, Inc. (Wood Rodgers) in the performance of its services (blueprints, reproductions, etc.) and shall be billed at the actual cost to Wood Rodgers.
2. Invoices are submitted monthly by Wood Rodgers. Client shall notify Wood Rodgers in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers does not receive full payment within thirty- (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers suspends its work pursuant to this paragraph, Wood Rodgers shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers harmless from and against any and all damages, costs, attorney's fees, and/or other expenses, which Wood Rodgers may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers have discussed the risks, rewards and benefits of the project and Wood Rodgers total fee for services. The risks have been allocated such that Client and Wood Rodgers agrees that, to the fullest extent permitted by law, Wood Rodgers total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability for the amount of the total contract. Such causes include but are not limited to Wood Rodgers negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

EXHIBIT “B”**NEVADA FEE SCHEDULE**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$260
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$245
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$230
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$200
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$165
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$145
Designer	\$95
Senior CAD Technician/Graphics Designer II	\$165
Senior CAD Technician/Graphics Designer I	\$155
CAD Technician/Graphics Designer	\$135
Project Coordinator	\$135
Administrative Assistant	\$115
Construction Manager	\$175
Senior Inspector II	\$145
Senior Inspector I	\$130
Inspector II	\$125
Inspector I	\$105
Senior Field Technician I	\$130
Field Technician II	\$110
Field Technician I	\$95
1 Person Survey Crew	\$175
2 Person Survey Crew	\$230
3 Person Survey Crew	\$305
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 62.5 cents per mile.

Fee Schedule subject to change January 1, 2024.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Acting City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

GL 100-413-100; 100-413-130; 100-413-140; 100-413-150; and 100-413-160

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the salary rate and benefits of the City Manager, Benjamin Marchant. Consent was previously provided for appointment by City Council.

AGENDA ITEM BRIEF:

On July 17, 2023, the City selection committee selected the top three (3) candidates to be interviewed at the August 2, 2023, City Council meeting. The interview process took place in open session during the Council meeting on August 2, 2023, starting at 5pm. City Council approved the Mayor's recommendation for the appointment of Benjamin Marchant by a vote of 3 (ayes) to 2 (nays). Upon discussion, the Mayor and Mr. Marchant agreed on a starting salary of \$154,817.82 per year, effective September 5, 2023, contingent on Council approval.

As agreed upon and in accordance with Chapter two (2), Section 2.02.02., "Appointment and salary of the City Manager", Mr. Marchant will be eligible for all the benefits, including PERS, (13) paid holidays and various leaves as outlined in the Personnel Policy. Mr. Marchant will be allotted 200 hours annual leave on an accrual basis, paid sick leave, and have the option of enrolling in a health insurance program that provides medical, vision, dental, and life insurance coverage, which will become effective the first month following 60 days of employment. The types and levels of benefits provided may change from time to time by action of the governing board.

Additionally, Mr. Marchant will be afforded (6) months of severance pay in the event of termination for reasons other than misconduct or other violation of the City of Fernley's Personnel Policies and Procedures. Mr. Marchant will be compensated with an additional three (3) months severance pay should his employment be terminated by a newly elected City Mayor for reasons other than misconduct or other violation of the City of Fernley's Personnel Policies and Procedures. Mr. Marchant will receive a monthly allowance of \$500.00 for

vehicle usage and \$10,000.00 relocation cost, with any remaining balance under \$10,000.00 to be paid back to the City of Fernley within 30 days of completion of the move.

RECOMMENDED MOTION:

"I move to approve the salary and benefits for employment services between the City of Fernley and Benjamin Marchant as the City Manager"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may deny this salary and benefits and provide further direction to staff.

BACKGROUND:

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

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

April 5, 2023 - At the 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 - At the 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 reviews 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, and initial telephone interviews.

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

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

July 10 through July 4, 2023 - City selection committee conducted interviews with the top seven (7) candidates selected.

July 17, 2023 - Upon selection of three (3) finalists, Bakertilly completes background checks / academic verification, and in-depth media search on finalists. Candidates complete Leadership-Management Style Assessment.

July 30, 2023 - Bakertilly submits 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 exceed the FY24 budget by ~\$27,000.00 and will require City Council approval.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

100-414-322

ACTION REQUESTED: Consent

AGENDA ITEM:

(Possible Approval) Discussion and possible action to approve an additional \$2,000.00 in investigative expenses related to a Human Resources investigation by Simons Hall Johnson PC

AGENDA ITEM BRIEF:

Discussion and possible action to approve an additional \$2,000.00 in investigative expenses related to a Human Resources investigation by Simons Hall Johnson PC

RECOMMENDED MOTION:

I approve the request for an additional \$2,000.00 in investigative expenses related to a Human Resources investigation by Simons Hall Johnson PC

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Simons Hall Johnson PC was retained to investigate a Human Resources Complaint and is now requesting an additional \$2,000 to complete the investigation

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

First reading and introduction of Bill 333 , an ordinance amending title 16 chapter 1 of the Fernley Municipal Code, parking and storage of junk vehicles

AGENDA ITEM BRIEF:

The current language under this title is vague and has made it difficult for staff to enforce the code related to parking and storage of junk vehicles. This type of complaint accounts for over 50% of all complaints that the building department receives. This change will mirror NRS and give staff clear guidelines when enforcing these complaints.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Staff presented this ordinance for a first reading on April 5, 2023. Staff returned and presented this item for possible action and adoption on April 19, 2023. At the conclusion of the presentation, staff was directed to host (2) junk car workshops to give the residents of Fernley an opportunity to provide feedback and suggestions on language for this ordinance. Two junk car workshops were hosted by the city, one on July 15th, 2023 and one on July 17th, 2023. For the first workshop, we had approximately 18 attendees. For the second workshop, we had approximately 12 attendees. Feedback was heard and also collected to take into consideration the concerns of Fernley residents. The ordinance before you tonight has been amended with several of those suggestions.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

AB316, NRS 487.290, City of Fernley Municipal Code, and the International Property Maintenance Code

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. BILL # 333 AMENDING TITLE 16 CHAPTER 1 CLEAN COPY
2. Sec._16.01.01 to Sec. 16.01.04 Currently Adopted

BILL NO. 333

CITY OF FERNLEY

ORDINANCE # 2023-__

CITY OF FERNLEY

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

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

Sec. 16.01.01. - Definitions.

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

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

Council means the Fernley City Council.

Dangerous structure. The term "dangerous structure" is defined in the International Property Maintenance Code Section 108.1.5.

Junk vehicle means any motor vehicle, boat, trailer, or recreational vehicle or the parts or remains thereof which:

- Has been discarded or abandoned;
- Has been ruined wrecked, dismantled, or rendered inoperative;
- Is unfit for further use in accordance with the original purpose for which it was constructed;
- Is not registered; and/or
- Has value principally as scrap which does not exceed \$200.

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

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

Sec. 16.01.03. - Parking and storage of junk vehicles.

- (a) Except for as stated herein in Section 16.01.04 (Exemptions), it is prohibited for any person to keep, for any reason more than 2 junk, inoperable, or unregistered vehicles as outlined in NRS Chapter 487.

- (b) Any junk, inoperable, and/or unregistered vehicles must be placed outside of the front yard setback area.
- (c) All junk, inoperable, and/or unregistered vehicles shall be screened from public view or properly covered with a tarp or custom cover.
- (d) No business consisting of the commercial sale or repair of junk vehicles (or their parts) shall be operated out of a residence without first complying with Section 32.07.200 (Home Occupations) of the City of Fernley Development Code.
- (e) Enforcement:
 - 1. Once notified of a violation, any person who violates the provisions of 16.01.03 shall have fifteen (15) days to comply with the notice received.
 - 2. The first and second violation of the provisions of 16.01.03 shall result in a warning and a request to comply.
 - 3. Upon the third violation of these requirements, any person who violates the provisions of 16.01.03 is liable for a civil penalty not more than \$100 per day for each day of the violation. Civil penalties collected will be used to assist Fernley citizens in complying with code enforcement on an annual basis.

Sec. 16.01.04. - Exemptions.

- (a) In addition to the exemptions listed in NRS 487.290, the following items are exempt from the regulations of Section 16.01.03 above.
 - 1. Vehicles used for farming, ranching, or keeping of livestock on parcels of land zoned for agriculture
 - 2. Antique vehicles defined as any vehicle manufactured more than twenty-five (25) years prior to the current year which, because of discontinued production and limited availability, are considered to be of significant value to collectors or exhibitors.
 - a. Antique vehicles shall, if not fully restored, be stored in the backyard at least ten (10) feet from the property line for a period of not more than five (5) years to allow the restoration to be completed. If after five (5) years, the owner can demonstrate that significant progress has been made in the restoration, the City may extend the allowable restoration time.
 - b. Antique vehicles shall be screened from public view or properly covered with a tarp or custom cover.
 - 3. A vehicle or vehicle part(s) used in what a reasonable person would consider artistic expression.

PROPOSED on the 16th day of August 2023.

PASSED, APPROVED and ADOPTED this 16th day of August 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest By: _____
Kimberly Swanson, City Clerk

Date: _____

Sec. 16.01.01. Definitions.

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

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

Council means the Fernley City Council.

Dangerous structure. The term "dangerous structure" is defined in the city construction code.

Junk vehicle means any car, truck, trailer, recreational vehicle, boat or other vehicle, or parts thereof, that is non-operational, unlicensed, disassembled or in disrepair.

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

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

(Prior Code, § 5.02.01)

Sec. 16.01.02. Dangerous structures, rubbish and noxious plant growth.

It is unlawful for any person to allow the continued existence of a dangerous structure, the accumulation of rubbish or the existence of noxious plant growth within or upon any private alley, yard or area except where the same is temporarily deposited for immediate removal. The council or its designee may order the owner of property within the city to:

- (1) Repair, safeguard or eliminate a dangerous structure;
- (2) Clear debris, rubbish and refuse; or
- (3) Clear weeds and noxious plant growth, to protect the public health, safety and welfare of the residents of the county.

(Prior Code, § 5.02.02)

Sec. 16.01.03. Parking and storage of junk vehicles.

No junk vehicle shall be parked or stored on a lot or parcel of land unless it is contained within a building or screened from view from a public street, road or alley by a solid fence, wall or other similar structure.

(Prior Code, § 5.02.03)

Sec. 16.01.04. Exemptions.

The following items are exempt from the regulations of this title on parcels that are located within rural residential zoning.

- (1) Equipment and materials used for farming, ranching or keeping of livestock, appropriate to the size and zoning of the parcel, including fencing, lumber, compost, gates, irrigation equipment and materials, etc.

-
- (2) Junk vehicles in one-acre rural residential or lower-density zoning, provided that they are placed outside the front-yard setback area.

(Prior Code, § 5.02.04)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(Possible Action) Discussion and possible action regarding personal letters and other notification requirements for development and land use applications.

AGENDA ITEM BRIEF:

This item is to discuss noticing procedures for Planning Department development and land division applications.

RECOMMENDED MOTION:

Code Amendment

"I move to direct staff to include the following changes regarding noticing procedures in their forthcoming development code update: _____."

No Amendment

If no change to notice procedures is desired, a motion is unnecessary, and the Council may move on to further business.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Though no specific language has been provided, all motions made in accordance with City of Fernley City Council

parliamentary procedure are appropriate.

BACKGROUND:

At the February 1, 2023 Council meeting, Councilwoman McKay requested that the possibility of extending the notification distance for new developments, with a focus on rural areas, be agendaized as a future discussion item. At the April 5, 2023 Council meeting, staff reported on the City of Fernley's current noticing requirements and sought direction from Council. Councilwoman McKay motioned for staff to return with information about neighboring municipal noticing regulations, Councilman Torres seconded, and the motion carried unanimously.

OTHER MUNICIPAL NOTICING PROCEDURES:

Local municipalities that use the minimum NRS requirements are Fernley and Sparks. The NRS requirements for mailing individual noticing letters in Fernley are listed in the table below.

Application Types Noticed by Mail	Noticing Radius (from parcel boundary)	Nearest 30 Individual Property Owners Noticed?
Comprehensive Master Plan Amendment	750 feet	Yes
Conditional Use Permit (CUP)	500 feet	No
CUP for Explosive Materials	1000 feet	Yes
Major Deviation	300 feet	No
Variance	300 feet	No
Zoning Map Amendment (Rezoning)	300 feet	Yes

Local municipalities that differ from the minimum NRS noticing requirements include the following:

- Reno mails notices within a 750' radius and to the nearest 30 property owners for all items.
- Yerington mails notices within a 300' radius for all items.
- Lyon County mails notices within a 300' radius and to the nearest 30 property owners for all items.

DISCUSSION POINTS:

The Planning Department and City Attorney's Office are currently working on an extensive revision of administrative procedures for land use and development applications and welcome guidance on the preferred noticing radius, or any other noticing preferences the Council may have.

Here are possible changes staff favors and would like Council feedback on:

- Requirement to post public hearings on both a physical and digital "bulletin board". One is to be in the lobby of City Hall, and the other is to be on City of Fernley's website.
- Adopt NRS signage requirements for larger communities. A sign would be required to be posted on the

property for certain types of development / land use applications.

Question: Does Council want to stick with the mailing radiuses and minimum property owner requirements listed in NRS, or adopt a uniform radius and minimum property owner requirement for all types of applications that require letters to be mailed? If so, what should that radius and minimum number of property owners be?

Note: The strictest current NRS requirement is a 1,000-foot radius and the nearest 30 individual property owners. That is for a conditional use permit for explosives and similar materials.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS)

City of Fernley Comprehensive Master Plan, August 2018, 3rd Update (Master Plan)

Fernley Municipal Code (FMC)

References regarding local municipalities and their noticing requirements:

FMC [Section 32.03.030](#) (b) – Common review procedures, Notice

Lyon County Code [15.09.02](#) – Personal Notice of Public Hearing

Reno Municipal Code, [Chapter 18.08, Article 2](#) – Summary Table of Review Procedures

Sparks Municipal Code, [Section 20.05.003](#) – Common Processes, Notice

Yerington City Code [10-8-5](#) for Special Use Permits

Yerington City Code [10-11-3](#) B. for Master Plan Amendments & Change of Land

Yerington City Code [10-12-1](#) B. for Variances.

References for NRS noticing requirements

[278.147](#) – Facilities for use, manufacture, processing, transfer or storage of explosives or certain other substances: Conditional use permit required

[278.210](#) – Adoption of master plan and amendments by commission

[278.260](#) – Amendment of zoning regulations

[278.315](#) – Granting of variances, special and conditional use permits

Note: Relevant laws, statutes, regulations, and the links provided for them in this section are for quick reference and are not all-inclusive. Planning Department will ensure all links are operational through the 08/16/2023 meeting, but does not guarantee function or applicability after that date.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-605-100

ACTION REQUESTED: Motion

AGENDA ITEM:

(Possible action) to change the Code Enforcement Officer position back to Building Inspector I, II or III

AGENDA ITEM BRIEF:

During the budget hearings for fiscal year 23/24, the building department requested adding a code enforcement officer position to the org chart. This position would be created and would replace the building inspector III position that was approved and funded.

RECOMMENDED MOTION:

"I move to approve adding the Building Inspector I, II or III back to the organizational chart and removing the code enforcement officer position that was added during the budget hearings for fiscal year 23/24."

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

During the 2023/2024 budget hearings, the building department asked for approval to replace the Building

Inspector III position with a code enforcement officer position, and that was approved and the adjustment was made to the organizational chart. The intent of this change was to have a single person handling all aspects of the code enforcement duties.

Staff created a new job description for the code enforcement officer and pursued getting union approval. During conversations with the union, they stated that they were not in support of the position because it did not provide a career path, and they asked the city to also create a post-certified code enforcement position. They stated that they would like to have both a post and a non-post position added to the organizational chart, but the post-certified position could be left unfunded. The union felt that by creating only a non-post position, it would not give an employee room for advancement. All of the positions that are covered in this topic tonight are union positions.

To date, the Building inspectors and Building Official have been handling the code enforcement aspect of the building department with success. Currently, the code enforcement duties are divided between the two Building Inspectors. In addition, the Building Official is overseeing and assisting with the more complicated cases.

Staff is asking for your approval of this item, so that the city can get the position filled. The position in the org chart has been funded and unfilled for approximately a year. Implementing a post-certified position would have a large impact on the budget due to the fact that it would be a much higher paid position. In addition, a post-certified position would require a higher contribution to Nevada Pers.

Staff understands that the Building Inspector III/Plans Examiner position has a higher pay rate than the pay rate for the code enforcement position however it is the intention to underfill that position with a Building Inspector I, should this item be approved.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

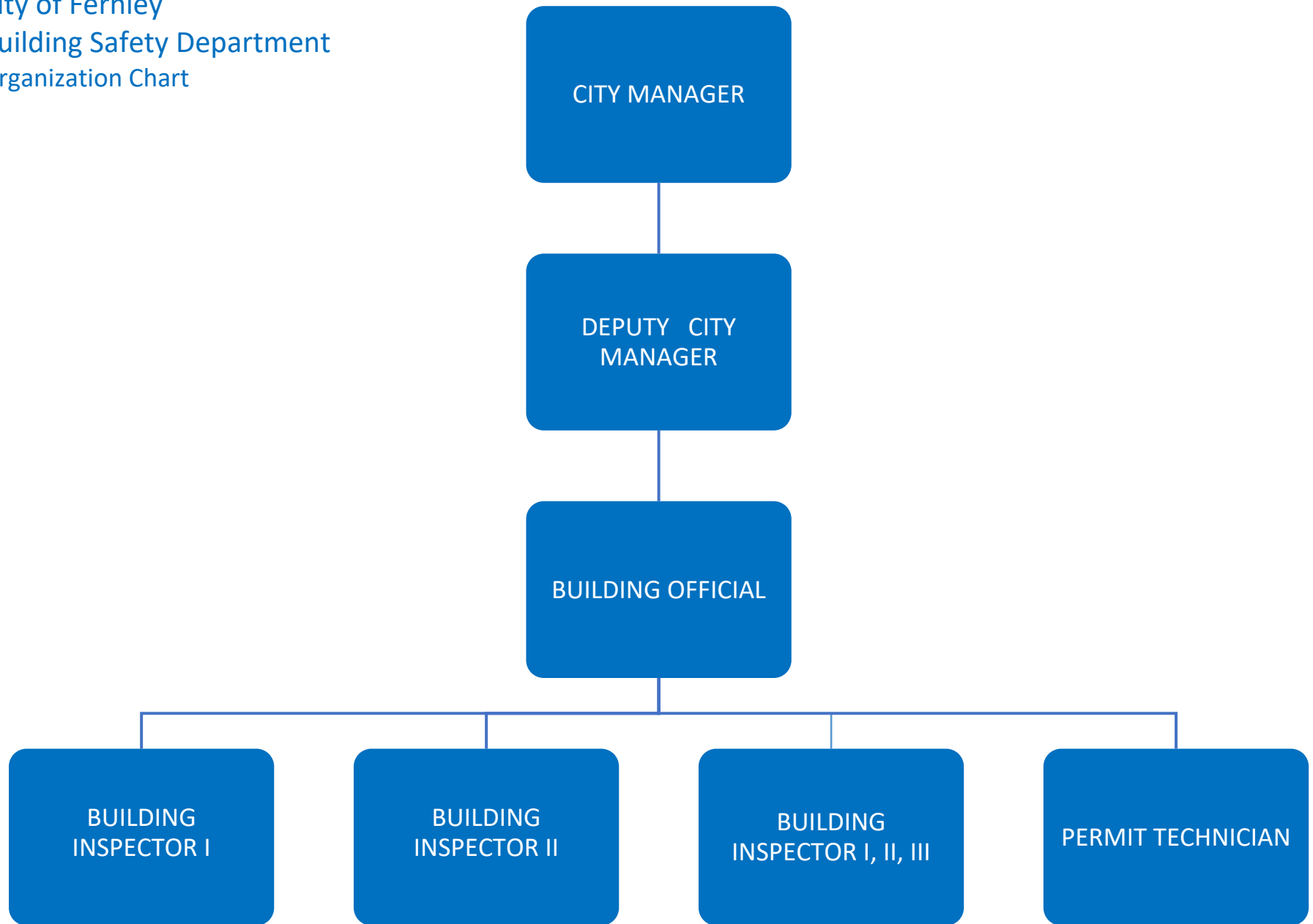
FINANCIAL IMPLICATIONS:

N/A

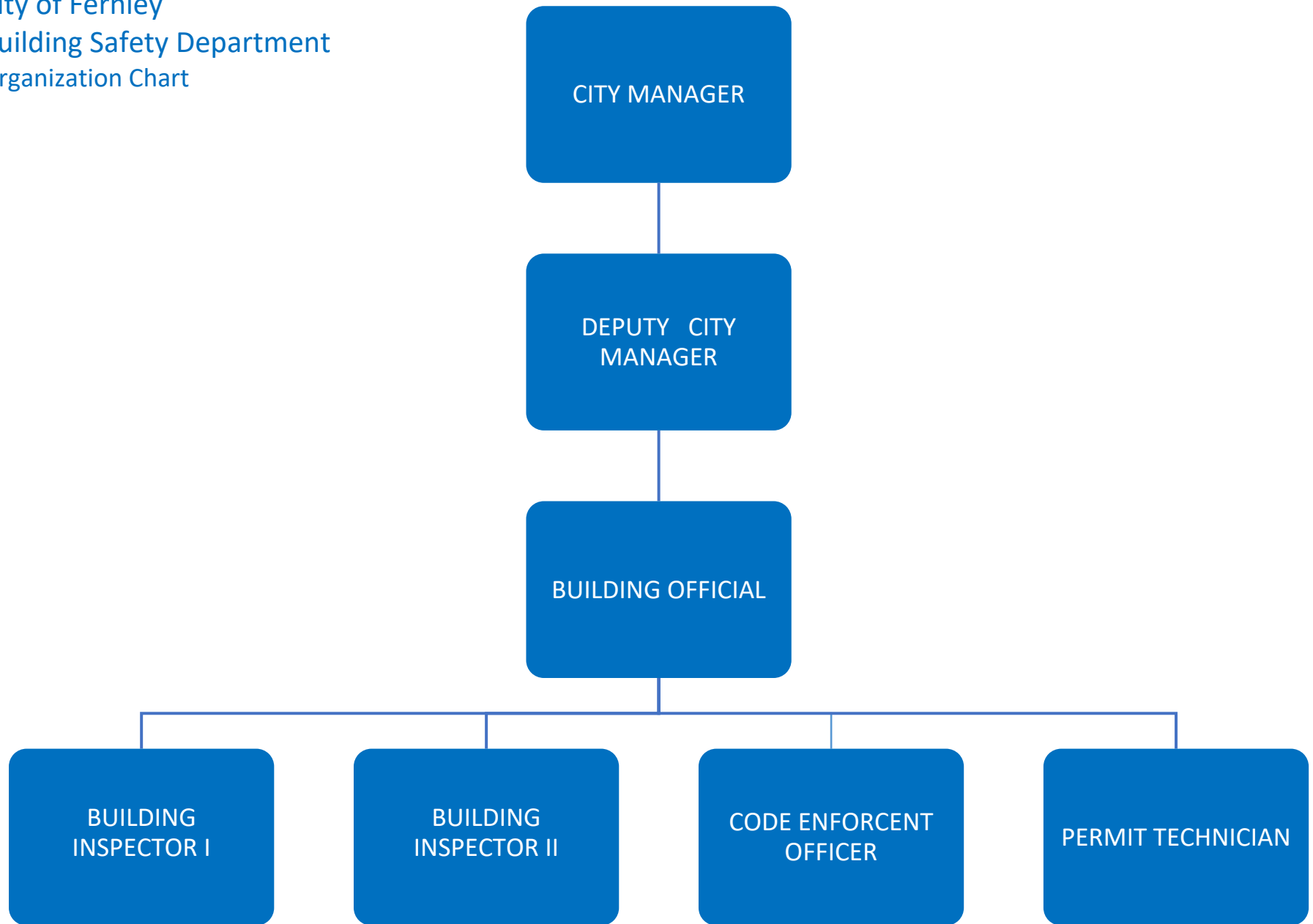
ATTACHMENTS:

1. Org Chart removing code enforcement officer
2. Org Chart with Code Enforcement Officer
3. Building Inspector I II III 2017.06.07
4. Code Enforcement Non Post

City of Fernley
Building Safety Department
Organization Chart



City of Fernley
Building Safety Department
Organization Chart



CITY OF FERNLEY

Building Inspector I / II / III

Building Inspector I Range: 117 \$33,643 - \$51,808

Building Inspector II Range: 121 \$37,118 - \$57,116

Building Inspector III Range: 123 \$38,994 - \$60,037

DEFINITION: Under direct supervision of the Building Official, performs technical building inspection work in enforcing compliance with the technical codes adopted by the jurisdiction, regulations, and ordinances. Works with developers, superintendents, and contractors to maintain code requirements and resolve problems relating to code compliance for commercial, industrial, and residential buildings. Conducts code enforcement investigations and actions necessary to gain compliance.

DISTINGUISHING CHARACTERISTICS:

Building Inspector I

This is an entry level class within the Building Inspector Series. This class is distinguished from the Building Inspector II by the level of technical knowledge, skill and abilities, and the level of responsibility assumed and the independence with which employees are expected to perform. This class is expected to learn to perform the outlined essential functions, knowledge, skills and abilities.

Building Inspector II

This is a journey level class within the Building Inspector Series. This level is distinguished from Building Inspector I class by being fully competent to independently perform the range of duties. Incumbents receive instruction and direction only when new or unusual situations arise. This class is expected to know and be able to perform independently the outlined essential functions, knowledge, skills and abilities.

Building Inspector III

This is a fully qualified working level. Incumbents are able to independently perform building inspections and plan reviews. This class is expected to know and be able to perform independently the outlined essential functions, knowledge, skills and abilities.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions.)*

1. Inspects commercial and residential buildings during various stages of construction and remodeling to ensure compliance with applicable building codes, ordinances, and regulations.
2. Inspects foundation, concrete, steel, masonry, wood construction, framing, plastering, and a large variety of other complex and routine architectural and structural system elements.
3. Inspects footings and grout for block walls and retaining walls.
4. Confers with and provides information to developers, engineers, architects, property owners, and others regarding code requirements and alternatives and organization policies and procedures wherever possible.

5. Inspects damaged property for structural safety.
6. Conducts Public Works inspections such as water and sewer laterals from the meter/property line to the building, ADA compliance of sidewalks and driveways, drainage, E-one units, etc.
7. Conducts examination of plans and specifications of new construction, additions, and alterations to residential and commercial buildings to determine compliance with the provisions of applicable construction codes, ordinances, and regulations.
8. Inspects swimming pools and spas for steel, plumbing, gas, and electrical installations.
9. Investigates complaints received from members of the public, businesses, contractors, members of the trades and from other public agencies regarding potential violations of applicable codes.
10. Works with appropriate staff and follows established Code Enforcement policies to obtain compliance, issues notices to comply when violations are identified, and assists to prosecute as necessary.
11. Maintains records of history of facts for possible legal actions.
12. Maintains hard-copy and electronic files and reports regarding inspections, plan check activities and code enforcement actions.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Principles and techniques of building inspections and plans examining work;
- Applicable federal and state laws, codes, and ordinances affecting construction, zoning, and building inspections;
- Basic principles of architectural and structural design and engineering mathematics;
- Major types of building construction, materials, and methods;
- Accepted safety standards and methods of building construction for commercial and residential structures;
- Computer applications related to the work;
- Standard office practices and procedures, including filing and the operation of standard office equipment;
- Record keeping principles and practices; and
- Basic code enforcement investigations and report writing.

Skill to:

- Communicate effectively both orally and in writing;
- Understand, interpret, and apply policies and procedures; and
- Maintain accurate records.

Ability to:

- Interpret and apply pertinent federal, state, and local laws, codes, and regulations;
- Read and interpret complex building plans, specifications, and building codes;
- Determine whether construction systems conform to the adopted code requirements of the jurisdiction;
- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials and detect deviations from plans, regulations, and standard construction practices;
- Make mathematical computations rapidly and accurately;
- Prepare clear and concise reports;
- Enforce applicable codes, regulations, policies, and procedures with firmness and tact; and
- Establish and maintain effective working relationships with those contacted in the course of work.

Required Certifications and Licenses:

Possession of a valid Nevada driver's license.

Building Inspector I

Must possess an ICC Residential Building Inspector (B1) certification and one additional certification in building, electrical, mechanical, or plumbing from a recognized code organization or agency.

Incumbent must obtain the ICC Residential Combination Inspector and the ICC/AACE Property Maintenance & Housing Inspector certification within 18 months of hire.

Building Inspector II

Possession and maintenance of the International Code Council (ICC) Residential Combination Building Inspector and the ICC/AACE Property Maintenance & Housing Inspector certification, and not less than two additional certifications in the disciplines of Commercial Building Inspector, Commercial Mechanical Inspector, Commercial Electrical Inspector, Commercial Plumbing Inspector, Commercial Energy Inspector, or Accessibility Inspector/Plans Examiner.

Building Inspector III

Possession and maintenance of the International Code Council (ICC) Residential Combination Inspector and the Commercial Combination Building Inspector and the ICC/AACE Property Maintenance & Housing Inspector certification; and experience in checking building plans.

Experience and Training:

High School Diploma or equivalent minimum education; and

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities for these job classifications is:

Building Inspector I

This is an entry level position within the Building Inspector Series. This position is expected to work cooperatively with Building Inspector II, III and Building Official to gain knowledge and experience within the field.

One year of progressively responsible experience in building department administration, inspection, or code enforcement, or in reviewing architectural, structural, mechanical, electrical or plumbing plans, or as a licensed general contractor; or completion of a recognized construction trade apprenticeship program and one (1) year of experience in that trade; or an equivalent combination of related training and experience.

Associate's degree from an accredited college or university with major course work in construction inspection or technology, architecture, engineering, or a field related to the work is preferred.

Building Inspector II

Required certification **AND**

two (2) years of experience in performing building inspections at a level equivalent to the City's class of Building Inspector I. Associate's degree from an accredited college or university with major course work in construction inspection or technology, architecture, engineering, or a field related to the work is preferred.

Building Inspector III

Required certification **AND**

Associate's degree from an accredited college or university with major course work in construction inspection or technology, architecture, engineering, or a field related to the work is preferred; OR four (4) years of experience in performing building inspections at a level equivalent to the City's class of Building Inspector II, and one (1) year experience reviewing plans.

Physical and Mental/Intellectual Requirements:

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Mobility to work in a typical office setting, use standard office equipment, and drive a motor vehicle in order to attend meetings and inspect properties. Strength and stamina to inspect various residential, commercial, or industrial properties or other facilities which may include standing for extended periods of time, stooping, kneeling, walking on uneven terrain at construction sites, and climbing ladders, scaffolding, and stairs. Strength to lift and carry up to 30 pounds at times. Ability to read printed materials and a computer screen. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Regular and consistent punctuality and attendance. The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers.

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

Working Conditions:

Work is performed under the following conditions:

Majority of work is conducted outside in all types of weather conditions. Work is performed in construction zones and on uneven terrain with possible exposure to moving objects and vehicles. Possible hazards include but are not limited to sharp objects, pinch points, dust, noise, vibration, extreme heat and cold, slippery surfaces, and toxic and caustic chemicals. Position requires travel by motor vehicle from the office to a work site. Position also requires the incumbent to use personal protective equipment while on job sites.

FLSA Status: Non-exempt

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. This job description does not constitute an employment agreement between the City and employee. It is subject to change at any time by the City at its sole discretion.

Employee's Signature

Date signed

Created: 10/01/2005

Last Revised and Approved by Council: 06/07/2017

Code Enforcement Officer Non post

CITY OF FERNLEY
Code Enforcement Officer

Pay Grade: 202 (\$20.41 to \$29.15)

DEFINITION: Under direct supervision, performs field inspections of properties to ensure compliance with applicable Municipal Codes. Resolves complaints when necessary.

DISTINGUISHING CHARACTERISTICS: This is the entry level class in the Code Enforcement Officer series.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Responds to alleged violations; interviews complainants and witnesses; takes photographs of violations and documents activities; communicates in verbal and written form all applicable code information and notification and appeal processes to all parties, tenants, owners, contractors, and other organization representatives.
2. Conducts research to determine the approved conditional uses of property; researches ownership, compliance requirements, fees, legal processes, and other state, federal, and local requirements necessary to enforce codes.
3. Inspects property for abandoned or inoperative vehicles; issues citations or infractions to offenders, appears in court, gives legal depositions, provides witness information, prepares administrative search warrants, prepares summons and complaint affidavits as required by City Attorney; issues notices for vehicle abatement if necessary; oversees abatement and removal of vehicles.
4. Serves as a resource to other organization departments regarding zoning, nuisance, and housing and property maintenance code requirements.
5. Maintains detailed, accurate, and complete records, case files, and reports of inspections and surveillance activities.
6. Operates computer to process and acquire data relative to inspection sites and effective code enforcement, including land use, zoning, court data, licensing, corporation status, county assessor, and other databases and organization websites.
7. Responds to and resolves citizen inquiries and complaints.
8. Testifies in Municipal Court regarding code violations with knowledge and professionalism.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of

- Basic operational characteristics, services, and activities of a code enforcement program.

- General construction methods used in building and related structures; and
- Basic computer use. Ability to use code enforcement software to keep accurate records of code enforcement cases.
- Various email programs.

Skill to:

- Operate modern office equipment, including computers, copiers and scanners.
- Work with diverse cultural and socioeconomic groups using tact, discretion, initiative, and independent judgment within established guidelines.
- Establish and maintain effective working relationships with those contacted in the course of work.

Ability to

- Learn to interpret and enforce applicable city, state, and federal codes, ordinances and regulations related to Municipal Codes and nuisance violations.
- Learn computer applications and operate computer equipment relative to area of assignment.
- Learn to enforce proper zoning, nuisance, health, and safety requirements.
- Learn to establish and meet critical deadlines, compile and collect data, establish priorities, organize workload, and conduct necessary follow-up activities with minimal supervision.
- Communicate clearly and concisely, both orally and in writing.
- Develop advanced skills in the operation of a motor vehicle and follow all safety regulations established by the City of Fernley.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Graduation from high school or its equivalent, supplemented with some college level coursework in building, planning, criminal justice, or related field **AND** two years of work experience which required the frequent interpretation, explanation, or enforcement of varied codes and regulations, including one year of experience with frequent heavy public contact in stressful or confrontational situations.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Mobility to work in a typical office setting, use standard office equipment and drive a motor vehicle in order to attend meetings and inspect properties. Strength and stamina to inspect various residential, commercial, or industrial properties or other facilities which may include standing for extended periods of time, stooping, kneeling, and walking on uneven terrain, climbing ladders, and stairs. Strength to lift and carry up to 30 pounds at times. Vision to read printed materials and a computer screen. Hearing and speech to communicate in person or over the telephone. The ability to deal with animals and aspects of animal control.

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

Working Conditions:

Work is performed under the following conditions.

Majority of work is conducted outside in all types of weather conditions. Work is performed on public and private property and on uneven terrain with possible exposure to moving objects and vehicles. Possible hazards include but are not limited to sharp objects, animals, pinch points, dust, noise, vibration, extreme heat and cold, slippery surfaces, toxic, and caustic chemicals. Position may require travel by car from the office to a work site. They may be personally exposed to dangerous persons and circumstances, including dead, injured, and sick individuals and individuals with communicable diseases exposure to dead, injured, and diseased animals and animal waste products. Incumbents are also exposed to animal carcasses. Periodic contact with upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

220-480-684 and 220-480-683

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible action to approve City of Fernley Staff collaborating with the Fernley Community Foundation in planning and designing the Polaris Plaza along Main Street.

AGENDA ITEM BRIEF:

Staff is seeking approval to discuss and collaborate with the Fernley Community Foundation in planning and designing the Polaris Plaza along Main Street.

RECOMMENDED MOTION:

" I move to approve future discussion of the City of Fernley Staff collaborating with the Fernley Community Foundation in planning and designing the Polaris Plaza along Main Street."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to have the City of Fernley and the Fernley Community Foundation work together in planning and designing the Polaris Plaza.

BACKGROUND:

In July 2022 The City of Fernley received two community development block grant (CDBG) awards from Nevada's Governor's Office of Economic Development totaling \$495,000. This grant money will be used to assist the City of Fernley in completing two projects: 1) Fernley Depot ADA Bathroom Facility and 2) Fernley Main Street Beautification. The Fernley Depot ADA bathroom will be a large restroom facility located east of the train depot with ADA paths for easy access to the amenities. This facility will be used during community events at the train depot and future community resource and response center. The Fernley Main Street beautification project includes adding landscape, seating areas, bike racks, and trash receptacles along Main Street in front of the train depot's property.

In April 2023, the City of Fernley put out a request for proposals for qualified firms to show interest in wanting to work with the City of Fernley to plan and design for the two projects we have grants for. The letter of award was sent to Wood Rodgers on May 9th, 2023. Wood Rodgers is working on finalizing their proposal. The scope of work for the proposal includes assisting in project management, a landscape plan, design plan, civil plan, and bid and construction support.

Along with the two projects mentioned, The Fernley Community Foundation also has plans to design a courtyard on the parcel of the future Fernley Community Response and Resource Center. This area is referred to as the Polaris Plaza. The Polaris Plaza is located along the north side of the future Fernley Community Response and Resource Center and east of the existing Train Depot (see attachment A). The idea behind the Polaris Plaza is to have a place for the community to visit, gather, and host events. The Fernley Community Foundation has received a donation from Polaris to help fund the improvements.

Staff evaluated the funding available for each grant, as well as the Fernley Community Foundation's available donations, and determined that in order to get a more complete project, it would be important to combine forces and funding.

As of today, staff has presented to the Fernley Community Foundation Board to discuss the possibility of working together with them to come up with a plan for Polaris Plaza. The Fernley Community Foundation Board was supportive of the idea, so Staff is bringing it to City Council for its approval before moving forward with any serious planning and design.

Approval would not commit the City to spending any more money than what is allowed in the current grants and staff will bring back preliminary plans to both Boards for review and approval prior to proceeding.

Staff would like the Council's support and approval to move forward with formalizing a design with The Fernley Community Foundation to complete a project of significance at the site.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

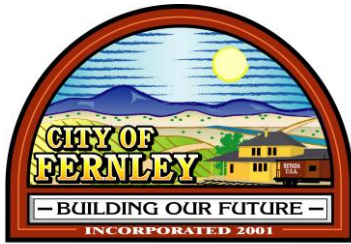
N/A

FINANCIAL IMPLICATIONS:

The funding for the projects was budgeted in the current fiscal year 2023/2024. The funding is part of the Grants Budget and funds would also be from the Fernley Community Foundation for the portion of the Polaris Plaza.

ATTACHMENTS:

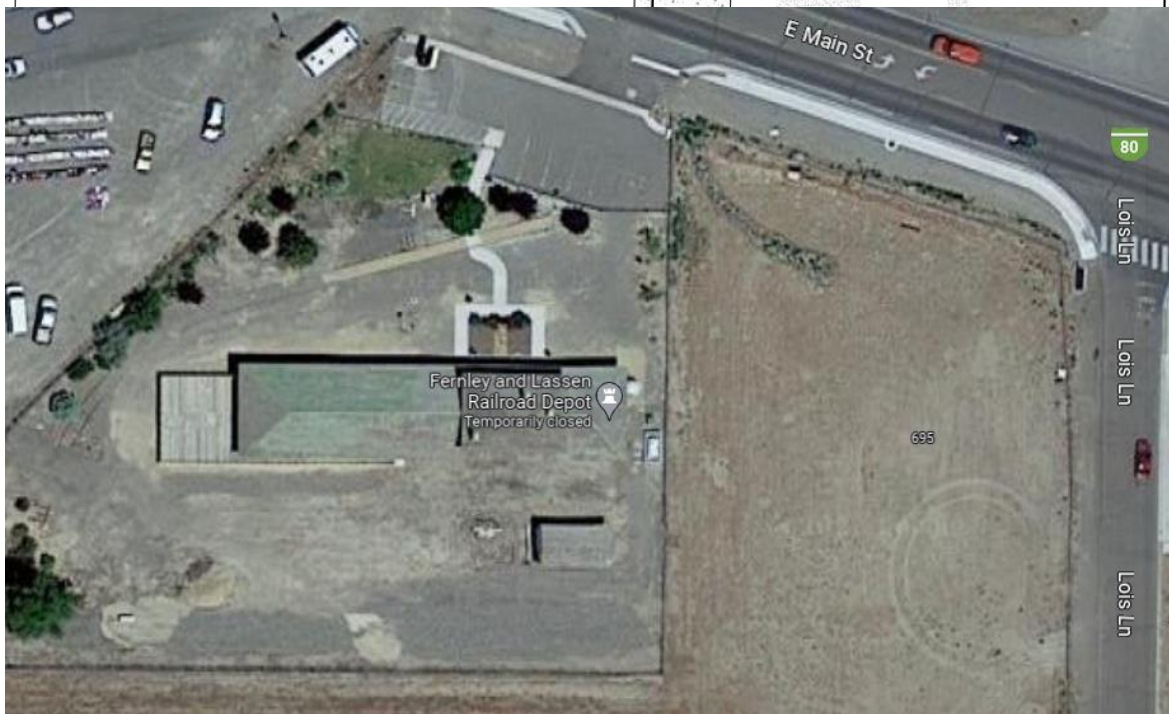
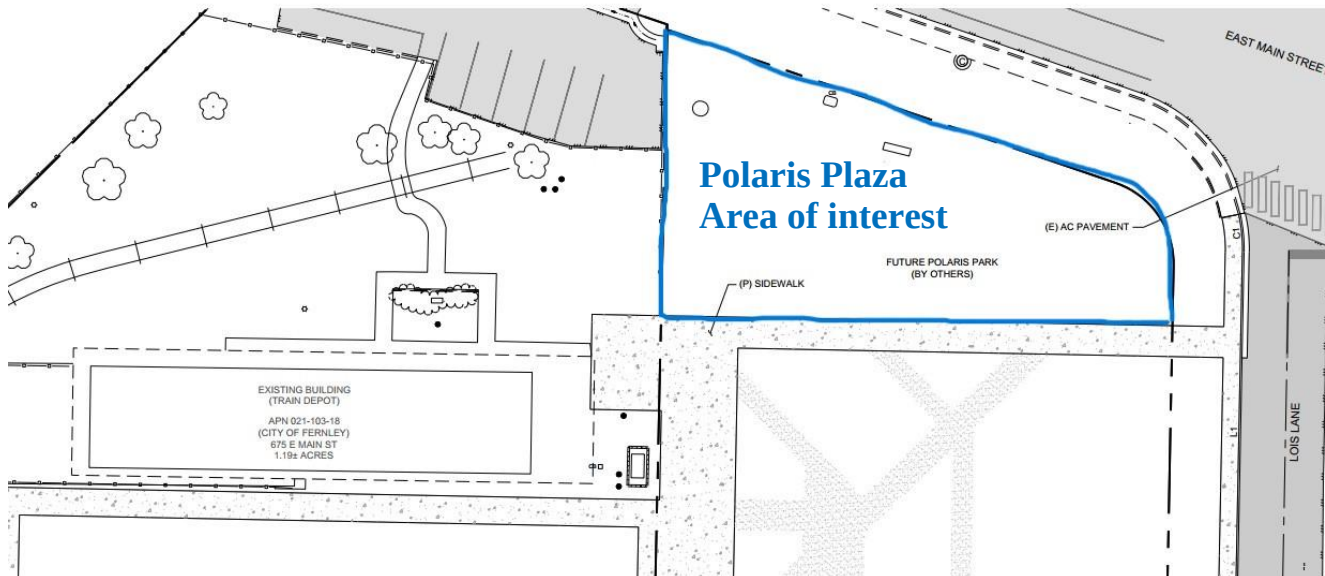
1. Attachment A -



ENGINEERING DEPARTMENT

Water
Wastewater
Streets
Development Review
Water Rights

ATTACHMENT A





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Denise Lewis, Finance Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:

No: x

FUND/ACCOUNT:

All funds

ACTION REQUESTED: Motion

AGENDA ITEM:

Presentation by Nevada State Bank; discussion and possible action to approve Resolution # 2023-008 authorizing the establishment of a Gold sweep account with Nevada State Bank to be linked to the City's general checking analysis account with Nevada State Bank.

AGENDA ITEM BRIEF:

The City currently has a non interest bearing general checking analysis account, which holds monies for current operations. It earns no interest as an analysis account, but earns credit that is applied toward the costs of the account. Having a sweep account where monies would be transferred at the end of each business day will provide an opportunity for the City to earn interest revenue at a current rate of 4.73% to 4.83%.

RECOMMENDED MOTION:

"I move to approve Resolution # 2023-008 authorizing the establishment of a sweep account with Nevada State Bank to be linked to the City's general checking analysis account with Nevada State Bank."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Do not implement a new Gold sweep account; implement a money market account or government sweep account

BACKGROUND:

The City currently has a non-interest bearing general checking analysis account. Being an analysis account, interest is not earned, but credits based on the account balance are applied to the costs of the account. However, the City has options to earn interest on money left in the account at the end of each business day.

One option is a Gold business sweep account, which is an account linked to the general checking account and at the end of each business day, amounts that exceed a certain level, are automatically transferred to a higher interest bearing account (sweep account). This account is collateralized with an irrevocable letter of credit being issued by the bank. An irrevocable letter of credit is a written commitment by a federally insured financial institution to pay all or part of a stated amount of money. However, there is still risk in the event the bank fails. The cost of the Gold business sweep account is \$250 per month and the interest rate has been quoted by Nevada State Bank at 4.83%.

Another option is a Fidelity government fund sweep account. The money in this sweep account is invested in government securities with the interest rate being dictated by the market. Government backed securities (treasury bills, notes and bonds, etc.) are considered conservative investments with low risk since they have the backing of the government. However, there is still investment risk when markets change. The cost of the Fidelity government fund sweep is \$500 per month and the interest rate has been quoted by Nevada State Bank at 4.73%.

Another option is a prime money market account. This account is also collateralized with an irrevocable letter of credit being issued by the bank. There is no sweep function available. There is no cost to maintain this account and the interest rate has been quoted by Nevada State Bank at 4.44%.

Per NRS 356.020...Deposits must be fully insured and those that are not must be secured by collateral.

Given current market rates, staff recommends approval to establish a Gold sweep account due to the ease of transfers, which are automatic; and an interest rate that exceeds money market accounts.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 356 - Depositories of public money and securities

FINANCIAL IMPLICATIONS:

Additional interest earnings

ATTACHMENTS:

1. Resolution 23-008 Resolution to Establish a Gold Sweep Account
2. Nevada State Bank Sweep Presentation

CITY OF FERNLEY
RESOLUTION #23-008

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A GOLD SWEEP ACCOUNT
WITH
NEVADA STATE BANK

WHEREAS, the Fernley City Council has determined it to be in the best interest of the City to establish a Gold sweep account with Nevada State Bank to be linked to the City's general checking analysis account at Nevada State Bank; and

WHEREAS, such Gold sweep account has a current interest rate of 4.83%; and

WHEREAS, such Gold sweep account has a current cost of \$250 per month; and

WHEREAS, such Gold sweep account shall be fully collateralized and insured with an irrevocable letter of credit to be issued by Nevada State Bank; and

WHEREAS, if at any time it is established that the interest earned from the Gold sweep account is no longer covering the costs of the Gold sweep account, the sweep account may be closed.

NOW THEREFORE BE IT RESOLVED that the Accounting Manager, in lieu of the City Treasurer, of the City of Fernley, is authorized and directed to establish a Gold sweep account with Nevada State Bank to be linked to the City of Fernley's general checking analysis account at Nevada State Bank.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2023, by the following vote of the council:

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

FERNLEY CITY COUNCIL

By: _____
Neal McIntyre, Mayor

ATTEST:

Kim Swanson, City Clerk

City of Fernley Nevada State Bank Gold Business Sweep

Presented by:

Tracy jo Brye Banking Relationship Manager and
Elizabeth van Kalleveen, Vice President, Treasury Management Officer



NEVADA STATE BANK®

At Nevada State Bank, all public funds are collateralized.

This means that the City of Fernley funds are insured regardless of the amount held at Nevada State Bank and are protected by being collateralized and do not need to depend only on the \$250,000 FDIC limit.

Collateralization provides a level of reassurance against default risks as the funds have been factored in and a blanket letter of credit is issued



NEVADA STATE BANK®

THE OFFER

Nevada State Bank is offering products to enhance the relationship here at NSB;

First we are offering a MMDA .15 bps above what the State Pool is paying, which offers liquid funds and easy access to funds

Second is a Gold Sweep which offers automatic funds, sweeping to supporting the operating account but all along earning interests at 4.83%

State Pool is at 4.29%

All Municipality and City Funds are collateralized at Nevada State Bank.



NEVADA STATE BANK

GOLD BUSINESS SWEEP

- The NSB Gold Business Sweep account is a special checking account with an interest rate attached to it, along with an automatic Sweeping function.
- The NSB Gold Sweep account is attached to a parent/operating account. Funds sit in the Gold Sweep earning interest 24/7 and are completely liquid. The Sweep account automates the movement of funds between your parent account and the Sweep.
- You continue to use the parent account as you do today. You don't have to order new checks or provide anyone a different account number. When something presents itself to the parent account, check, ACH, Wire or Internal Transfer, the automatic sweep function would go to the Sweep account and pull the funds necessary to satisfy the item.
- When an item is deposited to the parent account and once the funds are collected on that item the funds are automatically transferred to the Sweep account to earn interest.
- You can set a PEG or target balance that would remain in the parent account, but the balance would not earn interest and with the sweeping function is not needed as your funds are completely liquid and can be accessed at any time.



YIELD

- The automated sweep service provides you the opportunity to earn interest at competitive rates on working or excess funds that might otherwise remain idle in your commercial checking account.
- Interest is paid monthly.
- NSB is offering the interest rate of 4.83% on the Gold Sweep account which is completely liquid and collateralized.



Options for City of Fernley

- ❑ Gold Business Sweep – Special account with a customized rate. \$250.00 monthly maintenance fee due to sweeping functionality with an interest rate of 4.83% on funds. *Funds are collateralized and do not need to depend only on the \$250,000 FDIC limit; collateralization provides a level of reassurance against default risks as the funds have been factored in and a blanket letter of credit is issued.*
- ❑ Money Market Account – No monthly fee. Customized Interest Rate of 4.44% however, governed by Fed Regulation D which only allows 6 transfers out per month, no sweep function available. *Funds are collateralized and do not need to depend only on the \$250,000 FDIC limit; collateralization provides a level of reassurance against default risks as the funds have been factored in and a blanket letter of credit is issued.*
- ❑ Fidelity Government (FIGXX) Fund Sweep. \$500 monthly maintenance fee, currently paying 4.73%. Invested in Government Securities with the interest rate being dictated by the market. Not FDIC Insured, not guaranteed by the Bank and may involve investment risk, including the possible loss of principal.



NEVADA STATE BANK®



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Gavin Henderson

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: x

FUND/ACCOUNT:

100-475-320

510-810-430

520-810-430

ACTION REQUESTED: Resolution

AGENDA ITEM:

Discussion and possible action to approve resolution 23-009 to accept the public improvements including roadway, water, storm drain and sewer infrastructure for the Skyridge Estates II project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval of a resolution to accept the roadways and utility infrastructure for the **Skyridge Estates II Subdivision**. The new roadway is the completed roadway, Serenity Circle. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I move to approve resolution 23-009 to accept the public improvements including roadway, water, storm drain and sewer infrastructure for Skyridge Estates II."

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:

Staff does not recommend City Council to choose to not accept the improvements.

BACKGROUND:

The construction of 25-lot single family residential subdivision (Skyridge Estates II) and public infrastructure (roadways, water main/apparatuses, storm drain and sewer main) on a site approximately 6.29 acres in size in the zoning SF9 (Single-Family – 9,000 square feet lot size minimum), generally located south of Desert Lakes Drive and north of the Truckee Canal, Fernley, NV. (APN: 021-361-06 and 021-361-07). Parcels within the 100-foot buffer zone of Farm District road (APN: 021-481-01 and 021-481-19) will be dedicated to the City along with parcel (APN: 022-481-11) encompassing the Truckee Canal to the south of Skyridge Estates II Subdivision.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

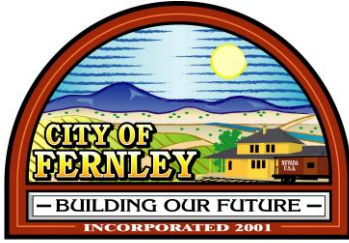
N/A

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water and sewer. The additional homes created by the map and constructed with the improvements will supplement the City's water and sewer revenues with additional service accounts.

ATTACHMENTS:

1. 2023.06.02 Skyridge Estates II Acceptance Memo to Finance
2. 2023.06.02 Skyridge Estates II Public Infrastructure Acceptance
3. 2023.06.02 Skyridge Estates II Vicinity Map
4. 404205-1 (2)



CITY OF FERNLEY Engineering Department

Water Treatment/Distribution
Wastewater
Streets/Storm Drain
Parks
Facilities &
Vector Control

To: Finance Department

Cc: City Manager Office
Gavin Henderson, Associate Engineer

From: Derek Starkey, City Engineer

Date: August 2, 2023

Subject: Acceptance of Skyridge Estates II Subdivision Public Infrastructure

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **February 9, 2023**, the engineering department issued a notice of completion for: **Skyridge Estates II**.

The new utility quantities and values are included with the engineer's estimate included with this memorandum.

Streets	\$190,439.00
Sanitary Sewer	\$197,818.00
Storm Drain	\$26,675.00
Water	\$161,230.00

Total: **\$576,162.00**

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.31 mi
Total new miles of water line: 0.35 mi
Total new hydrants: 3
Total new miles of sewer main: 0.40 mi
Total new manholes: 14

Please let us know if additional information is needed.

Lyon County APN:

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

Main Recorded Documents to:

City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

**RESOLUTION #23-009 FOR ACCEPTING
SKYRIDGE ESTATES II SUBDIVISION, PUBLIC IMPROVEMENTS THAT
INCLUDES ROADWAYS, WATER, SEWER, AND STORM DRAINS**

**FINAL MAP OF SKYRIDGE ESTATES II
RECORDED APRIL 12, 2007, DOCUMENT NUMBER 404205.**

WHEREAS, it is a function of the City of Fernley to operate and maintain public roads and public water, sewer, and storm drain infrastructure; and

WHEREAS, Serenity Circle, is offered for dedication by Final Map of Skyridge Estates II Subdivision, Document Number 404205, recorded on April 12, 2007 (the "Final Map"); and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved but the associated streets are rejected, the offer of dedication shall remain open and the governing body or planning commission may by resolution at a later date, and without further action by the subdivider, rescind its action and accept and open the streets for public use; and

WHEREAS, said streets have been constructed and meet current City standards; and

WHEREAS, The City Council finds that it is in the best interest of the public to accept said streets and public water, sewer, and storm drain infrastructure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fernley, pursuant to the authority of NRS 278.390, that Serenity Circle as shown on the Final Map is hereby accepted, and the Public Works Department is directed to open the roads for public use and maintenance.

BE IT FURTHER RESOLVED, and hereby ordered, that the City of Fernley, Public Works Department shall record this resolution in the Office of the Lyon County Recorder.

PASSED, APPROVED, AND ADOPTED this 2nd day of August 2023, by the following vote of the Council:

AYES:___ NAYS:___ ABSTENTIONS:___ ABSENT:___

FERNLEY CITY COUNCIL

Date: August 2, 2023

By: _____
Neal E. McIntyre, Mayor

Attest: _____
City Clerk, Kim Swanson



OWNERS' CERTIFICATE

The undersigned do hereby certify that they are the owners of the tract of land represented hereon, and do hereby consent to the preparation and recordation of this map and do hereby dedicate and set aside all easements as shown hereon.

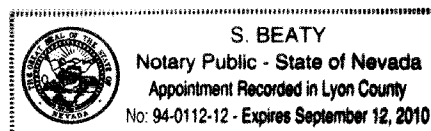
SKYRIDGE ESTATES II, L.L.C.
A Nevada Limited Liability Co.
By Rick P. Christian
KENNETH R. GEARHART TTEE
(His Member)
for The Superstition Trust Co.

STATE OF NEVADA)
COUNTY OF LYON) SS

On this 6th day of MARCH 2007

did personally appear before me, a notary public, KENNETH R. GEARHART, TRUSTEE who acknowledged HE executed the above instrument.

S. Beatty
NOTARY PUBLIC



DIVISION OF WATER RESOURCES

This final plat is approved by the Division of Water Resources of the Department of Conservation and Natural Resources. The approval concerns sewage disposal, water pollution, water quality and water supply facilities and is predicated upon plans for a public water supply and a community system for sewage disposal.

Thomas K. Gallagher 1 MAR 07
DIVISION OF WATER RESOURCES DATE
THOMAS K. GALLAGHER, P.E.

CITY OF FERNLEY CERTIFICATE

It is hereby certified that this final map is in substantial compliance with the City of Fernley water, wastewater, roadway and drainage standards and regulations and that all required improvements have been completed or proper financial security has been posted guaranteeing completion of the improvements. It is also certified that this final map is in substantial conformation with the tentative map and all conditions of approval have been satisfied. In addition all offers of dedication for all public roadways were rejected with the reservation to accept said offers at a later date.

Robert T. Gilbert 3-20-07
Lowell Patton, Public Works Director Date
Robert "Terry" Gilbert, Community Development Director 4/5/07 Date

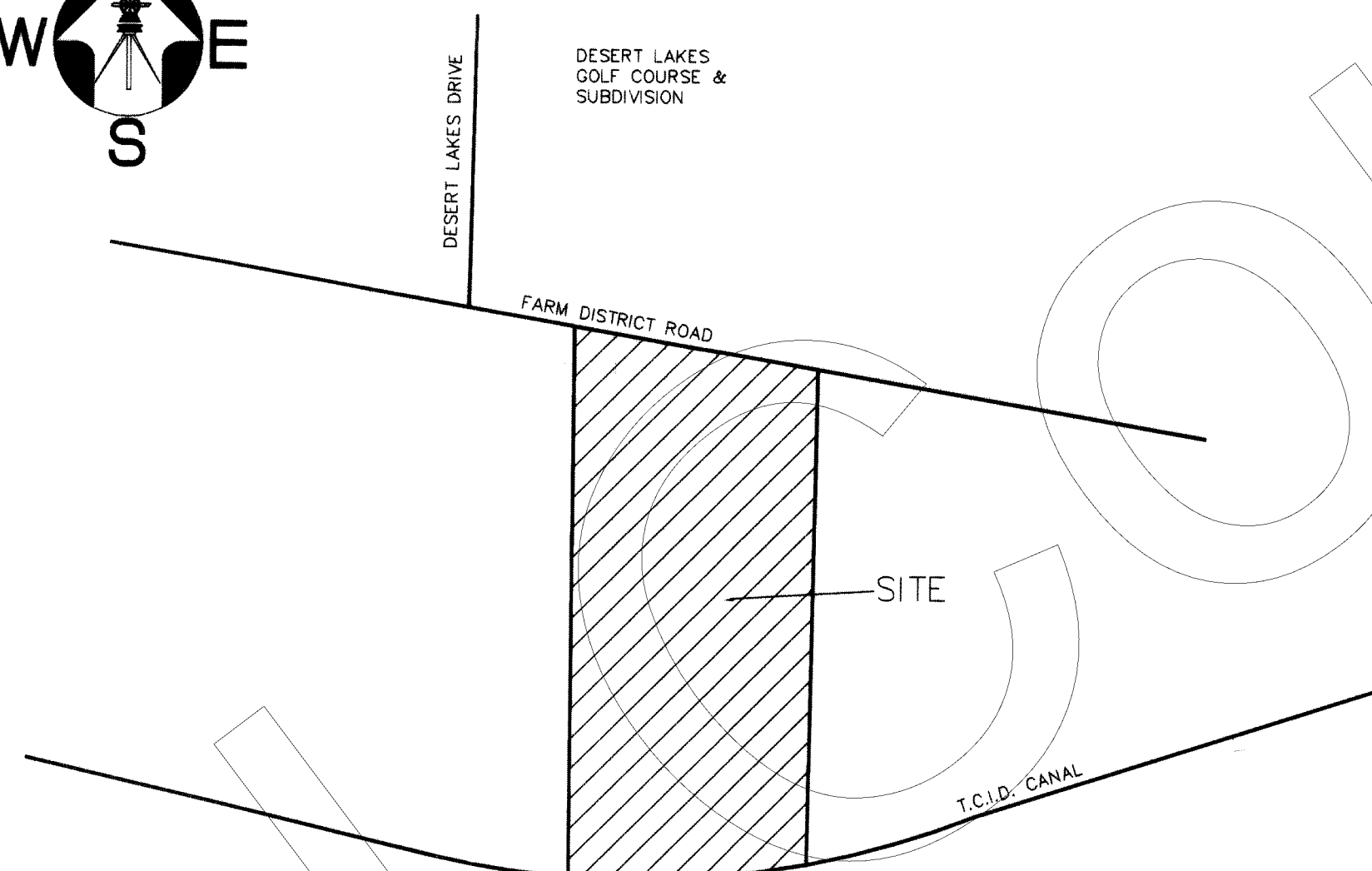
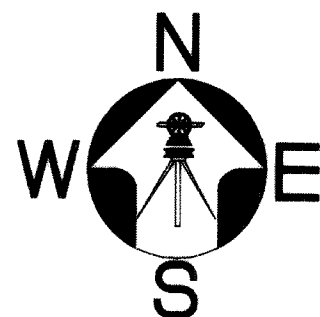
RIGHT TO FARM NOTE

The lands shown hereon are subject to the Right to Farm Ordinance provisions as set forth in Fernley City code.

BUREAU OF SAFE DRINKING WATER

This final map is approved by the Division of Environmental Protection of the Department of Conservation and Natural Resources. The approval concerns sewage disposal, water pollution, water quality and water supply facilities and is predicated upon plans for a public water supply and a community system for sewage disposal.

Richard P. New 3/6/07
DIVISION OF ENVIRONMENTAL PROTECTION DATE



VICINITY MAP NOT TO SCALE

NOTES:

1. Roads designated as public roads as shown upon this map will not be eligible for city maintenance until they are improved (at no cost to the city) to public maintenance road standards approved by the City Council and are in effect at such time that the roads are considered for acceptance into the city's road system.

2. Acceptance by City of Fernley of this Final map is not a commitment that any or all of the lots are eligible for a city building permit.

3. The city, county, school district and special districts are not obligated to furnish any service, specifically mentioning fire protection and roads, to the land so divided and that any public utility may be similarly free of obligation.

4. A public utility easement is also hereby granted within each lot for the exclusive purpose of installing and maintaining utility service facilities to that lot and the right to exit that lot with said utility facilities for the purposes of serving adjacent lots at locations mutually agreed upon by the owner of record at that time, and the utility company.

5. No fence or structures will be allowed within any drainage easements as shown on this map.

G.I.S. CERTIFICATE

A digital copy of this map has been delivered to the City of Fernley and Lyon County G.I.S. Departments.

City of Fernley
By: Chris Carson GIS Coordinator date
Lyon County
By: Kim Wimbush GIS Coordinator 4/11/07 date

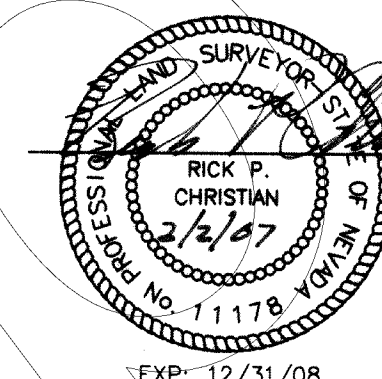
UTILITY COMPANY APPROVAL

The utility easements as shown on this plat are hereby approved and accepted.

David Anderson 3/1/2007
Sierra Pacific Power
Bick Shafar 3/1/07
Southwest Gas Corporation

SURVEYOR'S CERTIFICATE

1. Rick P. Christian, a Professional Land Surveyor licensed in the State of Nevada, certify that:
 1. This plat represents the results of a survey conducted under my supervision at the instance of Ken Gearhart.
 2. The lands surveyed lie within a portion of section 23 Township 20 North Range 25 East M. D. M. and the survey was completed on November 13th, 2006.
 3. This plat complies with the applicable State statutes and any local ordinance in effect on the date that the governing body gave its final approval.
 4. The monuments depicted on the plan will be of the character shown and occupy the positions indicated and will be of sufficient number and durability by November 13th, 2007.



Rick P. Christian PLS 11178

CITY SURVEYOR CERTIFICATE

I certify that this Subdivision Map for Ken Gearhart, is technically correct and that if the monuments have not been set, that a proper performance bond has been deposited guaranteeing their setting on or before a certain day.

Michael J. Elly 03-19-2007
CITY SURVEYOR DATE

NORTH LYON COUNTY FIRE DISTRICT APPROVAL

I hereby certify that the final subdivision map has been reviewed for all improvements.

Bill Shawe 03-19-07
NLCPFD Date

T.C.I.D. CERTIFICATE

The easements shown on this map have been checked and approved by:

David P. Overnold 2/20/07
Truckee-Carson Irrigation District date

T.C.I.D. NOTE:

All easements are established as indicated except where such easement overlays an existing publicly maintained irrigation or drainage easement. In such case the appropriate utility easement shall lie perpendicular and contiguous to the existing easement. Newlands project easements and right-of-ways are reserved for ditches, canals or drains constructed by the authority of the United States. No obstructions are permitted that would interfere with operations and maintenance within the easement or right-of-way.

TITLE CERTIFICATE

The undersigned hereby certifies that this map has been examined and that the sub divider offering this map is the last record title holder of all the lands delineated thereon as of MARCH 5 2007

Sharon Beatty, ASSISTANT SECRETARY
TITLE SERVICE AND EJCROW COMPANY

CITY COUNCIL APPROVAL

I hereby attest that this final map was approved and accepted by the Fernley City Council on the 21 day of March 2007.

Robert T. Gilbert 4/5/07
Robert "Terry" Gilbert, Community Development Director Date

CITY OF FERNLEY REVIEW

Charlotte King 4/11/07
LYON COUNTY ASSESSOR
Representative

COUNTY CLERK'S CERTIFICATE

I, Nikki Bryan, Lyon County Clerk/Treasurer, hereby certify that there are no liens for unpaid state, county, city, or local taxes or special assessments and that all taxes for the fiscal year have been paid on the property the subject of this map 21-361-06 21-361-07

4/12/07 By: Nikki Bryan
DATE Nikki Bryan Lyon County Clerk/Treasurer

RECORDER'S CERTIFICATE

Filed for record at the request of Skyridge Estates II LLC
on this 12th day of April 2007 at
29 minutes past 11 o'clock A M in the official
records of Lyon County, Nevada.

Fee: \$64.00
FILE NO. 404205
BY: Mary C. Milligan COUNTY RECORDER
Hangie F. Kasebaum DEPUTY

T.C.I.D. #06-044 SHEET 1 OF 2 SHEETS

PLAT OF SKYRIDGE ESTATES II SUBDIVISION, CONSISTING OF PARCELS 1 & 2 PER PM #105859 OF LYON COUNTY RECORDS LYING IN A PORTION OF SECTION 23 TOWNSHIP 20 NORTH RANGE 25 EAST MOUNT DIABLO MERIDIAN CITY OF FERNLEY, LYON COUNTY, NEVADA			
 Denson Surveying a professional corporation SURVEYING & MAPPING Vernon, Nevada (775) 463-3611	DRAWING # 03093SM.DWG CALCULATION FILE 03093.L3D	MAP # 03093SM DATE 1/10/04	DRAWN BY C. STRAW JR. CHECKED BY R.P.C.

#404205 102 4/12/07

TOTAL AREA SURVEYED
11.48 ACRES

ROADWAY AREA
82,449 SQUARE FEET

LOT TOTAL AREA
6.29 ACRES

ACCESS NOTE:

THERE IS NO ACCESS PERMITTED TO ANY PARCELS THRU THE OPEN SPACE AREA ALONG FARM DISTRICT ROAD. THE ACCESS TO THE OPEN SPACE WILL BE FROM SERENITY CIRCLE ONLY.

DETENTION BASIN NOTE:

THE MAINTENANCE OF THE DETENTION BASIN AND RELATED APPURTENANCES IS THE RESPONSIBILITY OF THE DEVELOPER, HOMEOWNERS ASSOCIATION OR SUCCESSORS IN INTEREST, UNLESS ACCEPTED BY THE CITY.

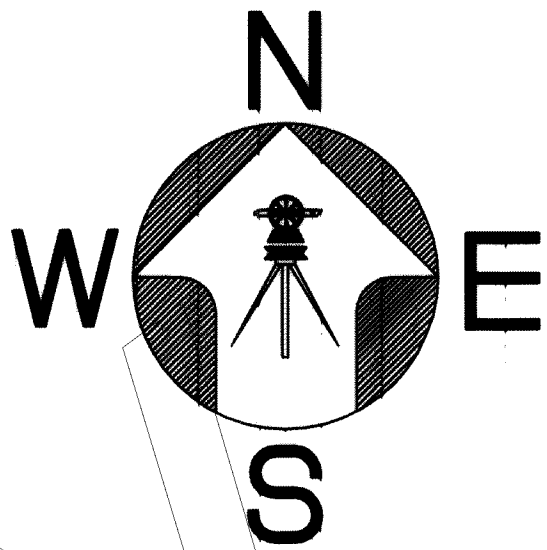
FND. 3" BRASS CAP IN CONCRETE
STAMPED FERNLEY UTILITIES SURVEY
MARKER "WEBB"

FND. 5/8" REBAR
W/CAP RLS 4045
IN CONCRETE PER
PM #105859

GPS BASIS OF BEARING

BASES OF BEARING WAD 83/94 OBTAINED BY RTK GPS FIELD TIES BETWEEN CITY OF FERNLEY BASE STATION AND THE FOUND POINTS AS OBSERVED AT 3:00 PM ON MARCH 9th, 2007 USING A TRIMBLE 5800 AND THE CORRECTIONS RECEIVED FROM THE CITY OF FERNLEY BASE STATION, BEING A PART OF THE WASHOE COUNTY GPS NETWORK. A COMBINED SCALE FACTOR OF 1.00025889603 WAS USED TO MODIFY THE NEVADA STATE PLANE WEST ZONE 2703 GRID VALUES.

THE BEARINGS ON THIS MAP WERE ROTATED 019'54" COUNTER CLOCKWISE DIRECTION FROM GRID NORTH.



SCALE: 1 INCH = 60 FEET

LEGEND

- Section corner, as noted.
- Set 5/8" rebar with cap PLS 11178
- Found survey point, as shown.
- See public utility easement note
- Record data per PM #105859
- C1-C38 See curve table
- L1-L6 See line table
- Set 5/8" rebar with alum. cap PLS 11178 in survey monument well.

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	74°04'42"	20.00	15.09	25.86	S36°50'23"E	24.09
2	105°55'18"	20.00	26.50	36.97	S53°09'37"W	31.93
3	106°01'44"	55.00	73.03	101.78	S53°06'24"W	87.87
4	31°50'42"	25.00	7.13	13.90	S16°02'34"W	13.72
5	61°04'38"	75.00	44.25	79.95	S 126°03"E	76.22
6	78°34'32"	75.00	61.36	102.86	S68°23'32"E	94.98
7	44°42'08"	75.00	30.84	58.52	N49°57'46"E	57.04
8	27°24'44"	140.00	34.14	66.98	N13°54'20"E	66.34
9	105°55'18"	20.00	26.50	36.97	N53°09'37"E	31.93
10	78°34'32"	25.00	20.45	34.29	N68°23'32"W	31.66
11	61°04'38"	25.00	14.75	26.65	N 126°03"E	25.41
12	31°50'42"	75.00	21.40	41.69	N16°02'34"E	41.15
13	106°00'03"	20.00	28.54	37.00	N53°07'15"E	31.95
14	74°04'42"	20.00	15.09	25.86	S36°50'23"E	24.09
15	27°24'44"	90.00	21.95	43.06	S13°54'20"W	42.65
16	44°42'08"	25.00	10.28	19.51	S49°57'46"W	19.01
17	27°24'44"	115.00	28.05	55.02	S13°54'20"W	54.50
18	44°42'08"	50.00	20.56	39.01	S49°57'46"W	38.03
19	78°34'32"	50.00	40.91	68.57	N68°23'32"W	63.32
20	61°04'38"	50.00	29.50	53.30	N 126°03"E	50.81
21	31°50'42"	50.00	14.26	27.79	N16°02'34"E	27.43
22	106°01'44"	30.00	39.83	55.52	N53°06'24"E	47.93
23	30°53'21"	75.00	20.72	40.43	N16°31'15"E	39.95
24	0°57'21"	75.00	0.63	1.25	N 0°35'54"E	1.25
25	4°37'04"	616.78	24.87	49.71	S74°37'34"W	49.70
26	34°39'19"	55.00	17.16	33.27	S88°47'37"W	32.76
27	36°00'50"	55.00	17.88	34.57	S53°27'32"W	34.00
28	35°21'35"	55.00	17.53	33.94	S17°46'19"W	33.41
29	23°11'50"	75.00	15.39	30.37	N60°42'55"E	30.16
30	9°13'14"	75.00	6.05	12.07	N32°13'19"E	12.06
31	14°26'50"	140.00	17.74	35.30	N20°23'17"E	35.21
32	12°57'54"	140.00	15.91	31.68	N 6°40'55"E	31.61
33	6°55'06"	816.78	49.37	98.62	S75°46'36"W	98.56
34	2°15'07"	816.78	16.05	32.10	N83°57'21"W	32.10
35	12°17'03"	75.00	8.07	16.08	N42°58'28"E	16.05

LINE TABLE

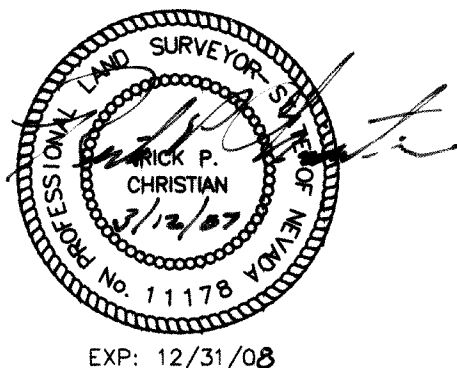
LINE	BEARING	DISTANCE
1	N82°49'47"W	50.64'
2	S 0°09'35"W	9.63'
4	S 0°07'13"W	2.32'
5	S 0°07'13"W	14.86'
6	N27°36'42"E	13.25'

BASIS OF BEARING

The bearings of this survey are based on the west line of Parcel 1 as shown on PM No. 105859 of Lyon County records as bearing N 0°07'13" E.

PUBLIC UTILITY EASEMENT NOTE

- All Public Utility Easements shown on this map are as follows:
- 5.00' On both sides of interior lot lines and exterior boundaries, or as shown
 - 10.00' Along all roadways, or as shown



PARCEL A
T.C.I.D. CANAL

2.29 ACRES
DEDICATED
TO THE CITY OF
FERNLEY

T.C.I.D. #06-044 SHEET 2 OF 2 SHEETS

PLAT OF
SKYRIDGE ESTATES II
SUBDIVISION
CONSISTING OF
PARCELS 1 & 2 PER PM #105859 OF
LYON COUNTY RECORDS LYING IN A PORTION OF
SECTION 23 TOWNSHIP 20 NORTH RANGE 25 EAST
MOUNT DIABLO MERIDIAN
CITY OF FERNLEY,
LYON COUNTY, NEVADA

Denson Surveying a professional corporation SURVEYING & MAPPING Vernon, Nevada (775) 463-3611	DRAWING # 03093SM.DWG	MAP # 03093SM	DRAWN BY C. STRAW JR.
	CALCULATION FILE 03093.L3D	DATE 1/10/04	CHECKED BY R.P.C.

#404205 282 4/12/07



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 16, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Consideration, discussion, and possible action regarding NRS Section 278.253 (Ordinance for zoning of tiny homes) and how the City Council would like to incorporate the requirement to allow tiny homes into the City of Fernley Development Code.

AGENDA ITEM BRIEF:

During the 2021 Nevada Legislative Session, a bill was passed and signed by the governor requiring that all governing bodies within the state adopt regulations allowing tiny homes. This bill required that these regulations be adopted prior to January 1, 2024. The requirements depend on the population of the city/county with smaller cities such as Fernley given three options on how to incorporate tiny homes into their Codes. Staff is looking for direction on which option(s) the City Council would like to pursue in an upcoming amendment to the Development Code.

RECOMMENDED MOTION:

I move to direct staff to prepare an amendment to the Development Code incorporating tiny homes per Section 278.253(2) of the Nevada Revised Statutes.

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:

None

BACKGROUND:

In 2021, the Nevada Legislature passed, and the governor signed, a bill enacting NRS Section 278.253 (Ordinance for zoning of tiny houses). This section requires that all jurisdictions in Nevada have provisions to allow tiny homes in their codes before January 1, 2024. Subsection 2 is relevant for the City of Fernley and states:

“2. A governing body of a county whose population is less than 100,000 or a governing body of a city whose population is less than 150,000 shall adopt an ordinance for the zoning of tiny houses that:

1. Designates at least one zoning district in which a tiny house may be located and classified as an accessory dwelling unit;
2. Designates at least one zoning district in which a tiny house is allowed to be located and classified as a single-family residential unit; or
3. Designates at least one zoning district in which a tiny house may be located in a tiny house park.”

As defined in the International Residential Code, a tiny home is 400 square feet or less excluding lofts. There is growing interest for tiny homes throughout the United States as the cost of housing continues to increase. Tiny homes are generally more affordable and, in some cases, can be moved around from place to place, avoiding the need to purchase land.

Subsection 4(a)(1) of NRS 278.253 allows each governing body to include other requirements for tiny homes that it determines necessary. Therefore, while NRS does require that tiny homes be allowed in every community, it allows each governing body to set restrictions on them. This could include parking, architectural design, access, setbacks, etc.

ANALYSIS:

The City of Fernley can adopt one or more of the options found in NRS Section 278.253(2). Each option is examined in more detail below.

- 1. Designate at least one zoning district in which a tiny house may be located and classified as an accessory dwelling unit.**

The American Planning Association defines an accessory dwelling unit (ADU) as a “smaller, independent residential dwelling unit located on the same lot as a stand-alone single-family home.” ADUs are popular in areas where housing is limited because it provides two or more units on one lot, potentially doubling the housing opportunities in certain neighborhoods.

The City of Fernley already allows ADUs in most of the single-family residential zones. Section 32.07.020 of the Development Code contains regulations for ADUs that can be applied whether the ADU is more or less than 400 square feet. Modifying the existing section of the Development Code to specifically mention tiny homes would be fairly simple.

- 2. Designate at least one zoning district in which a tiny house is allowed to be located and classified as a**

single-family residential unit.

In contrast to generations past, there is a growing desire by young homebuyers to purchase smaller homes, including those classified as tiny homes. This has led to the creation of tiny home subdivisions with a single tiny home on its own individual lot. However, it is not financially feasible for developers or builders to put a 400 square foot house on a 6,000 square foot or larger lot. Therefore, developers are starting to propose and/or create small lot subdivisions consisting of lots of around 2,500 to 3,000 square feet.

If the City chooses to pursue this option, the following questions will need to be considered:

- Which residential zone(s) will tiny homes be allowed as single-family units on individual lots?
- Minimum lot size?
 1. Keep existing minimums?
 2. Allow smaller lots only for tiny homes?
 3. Create a new zone for small lot development?
- Density?
 1. Keep existing density?
 2. Allow more density only for tiny home development?
 3. Create a new Land Use designation in the Master Plan for higher density, small lot development?

The following table outlines each existing single-family residential zone, their minimum lot sizes, and maximum density.

Zoning District	Minimum Lot Size	Maximum Density Allowed
GR20	20 Acres	0.025 Units/Acre
RR5	5 Acres	2 Units/Acre
RR1	1 Acre	2 Units/Acre
RR½	½ Acre	2 Units/Acre
SF20	20,000 sq. ft.	7 Units/Acre
SF12	12,000 sq. ft.	7 Units/Acre
SF9	9,000 sq. ft.	7 Units/Acre
SF6	6,000 sq. ft.	7 Units/Acre

3. Designate at least one zoning district in which a tiny house may be located in a tiny house park.

The third possible option is to allow for the development of tiny house parks. These would be similar to mobile home parks with spaces rented to non-permanent tiny homes with shared amenities and/or open space.

The City of Fernley Development Code currently allows mobile home parks with a Conditional Use Permit in the multi-family, mixed-use, and some commercial zoning districts. Section 32.07.240 of the Development Code outlines the requirements for mobile home parks.

If the City chooses this third option, there are two ways to go about it. The Development Code could be updated to simply clarify that tiny homes are allowed within mobile home parks that comply with existing Section 32.07.240. The other option would be to create development standards specific to tiny house parks and create a new Use Standard within Chapter 32.07 of the Development Code.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission considered this item at their meeting of August 9, 2023. Their recommendation will be presented to the City Council at the August 16, 2023 meeting.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 278.253
City of Fernley Development Code

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None