City of Fernley

NEVADA

AGENDA
Regular Meeting
City Council
Wednesday, October 4, 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
Benjamin Marchant

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 with Garden Shop Nursery Landscaping for construction for the All-Abilities playground at Green Valley Park for an amount not to exceed $76,749.79 with a 5% contingency of $3,800.00.

2.5. Possible action to award a contract for engineering and inspection services for the FY 23/24 PMP Maintenance Project to Lumos and Associates, Inc. in the amount not to exceed $207,900

2.6. Possible Action to purchase one (1), Ford F-650SD with a 5-yard dump body from Big Valley Ford Lincoln for the City of Fernley's Streets Department for an amount not to exceed $107,835.00.

2.7. Possible Action to approve the ratification of the contract for Pall Water Systems for an amount not to exceed $249,789.44 for WTP Numatics WTP replacement.

2.8. Possible Action to approve the ratification of a contract with ADT Commercial for an amount not to exceed $40,597.53 for security upgrades at the City of Fernley Water Treatment Facility.

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. STAFF REPORTS

5.1. Possible action to approve a Business Impact Statement for a proposed increase to Franchise Fees for Public Utility Companies providing services within the City of Fernley.

6. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

6.1. Possible action requesting a future agenda item looking into Lyon County's ordinance regarding tiny homes. (Councilman McKay's request)

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

8. PUBLIC FORUM

9. ADJOURNMENT

Next Meeting: October 18th @ 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
AFLAC								
5690	AFLAC	306058	SUPPLEMENTAL INSURANCE	09/26/2023	85.16		100-217400 AFLAC Insurance Payable	923
Total 5690:					85.16			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202307B	9:00 A.M. & 1:30 P.M. Cases	07/18/2023	320.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	723
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202307C	Jesus Rodriguez Rivera 22TR01166	07/19/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	723
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202307D	Various 9:00 a.m. cases	07/24/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	723
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202308A	Various 9:00 a.m. cases	08/09/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	823
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202308B	Bruno Lopez Almanza	08/10/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	823
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202308C	Various 9:00 a.m. and 1:30 p.m. cases	08/15/2023	320.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	823
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202308D	Various 9:00 a.m. cases	08/22/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	823
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202308E	Isidro Arriaga-Martinez and Gustavo Nunez-Lopez	08/28/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	823
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202309A	Felipe Quezada-Rodriguez	09/12/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	923
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202309B	Spanish Jesus Rodriguez-Rivera and Rolando Torres-Cordero	09/18/2023	160.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	923
Total 8498:					1,920.00			
ALLDATA LLC								
8930	ALLDATA LLC	03323356.1	alldata	09/13/2023	90.40	09/21/2023	100-575-610 Automotive Supplies	923
8930	ALLDATA LLC	03323356.1	alldata for flet	09/13/2023	90.40	09/21/2023	510-810-610 Automotive Supplies	923
8930	ALLDATA LLC	03323356.1	alldata	09/13/2023	90.40	09/21/2023	520-810-610 Supplies-Automotive	923
8930	ALLDATA LLC	03323356.1	alldata	09/13/2023	90.40	09/21/2023	100-475-610 Automotive Supplies	923
Total 8930:					361.60			
AMERICAN PLANNING ASSOCIATION								
8	AMERICAN PLANNING ASSOCIATION	357407-230921	APA Membership - Olivia John	09/21/2023	71.40		100-575-581 Dues and Memberships	923
8	AMERICAN PLANNING ASSOCIATION	357407-230921	APA Membership - Olivia John	09/21/2023	71.40		100-475-581 Dues and Memberships	923
8	AMERICAN PLANNING ASSOCIATION	357407-230921	APA Membership - Olivia John	09/21/2023	71.40		510-840-581 Dues and Memberships	923
8	AMERICAN PLANNING ASSOCIATION	357407-230921	APA Membership - Olivia John	09/21/2023	71.40		510-810-581 Dues and Memberships	923
8	AMERICAN PLANNING ASSOCIATION	357407-230921	APA Membership - Olivia John	09/21/2023	71.40		520-810-581 Dues and Memberships	923
Total 8:					357.00			
ARAMARK								
1895	ARAMARK	5980115434	Pants service-disputing loss charge	07/17/2023	233.72	09/21/2023	510-810-614 Supplies-Plant/Shop/Maint	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1895	ARAMARK	5980119377	Pants service-disputing loss charge	07/31/2023	224.34	09/21/2023	510-810-614 Supplies-Plant/Shop/Maint	723
1895	ARAMARK	5980131037	pants service	09/11/2023	48.53	09/21/2023	510-810-614 Supplies-Plant/Shop/Maint	923
1895	ARAMARK	5980132940	pants service	09/18/2023	48.53	09/21/2023	510-810-614 Supplies-Plant/Shop/Maint	923
1895	ARAMARK	5980132945	shirt contract	09/18/2023	45.15	09/21/2023	100-480-600 GENERAL SUPPLIES/TOOLS	923
1895	ARAMARK	5980132946	uniforms	09/18/2023	43.90	09/21/2023	100-475-616 Supplies-Safety	923
1895	ARAMARK	5980134391	mats	09/21/2023	187.82		100-475-614 Supplies-Plant/Shop/Maint	923
1895	ARAMARK	5980134393	SHOP MAT SERVICE	09/21/2023	91.27		520-810-614 Supplies-Plant/Shop/Maint	923
1895	ARAMARK	5980134395	PS rags and rugs	09/21/2023	105.16		510-840-420 Contract Services	923
1895	ARAMARK	5980135198	pants service	09/25/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	923
1895	ARAMARK	5980135203	SHIRT CONTRACT	09/25/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	923
	Total 1895:				1,120.75			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 SEPT 23	AUG 2-SEPT 1-23	09/04/2023	105.90	09/21/2023	100-417-530 Communications (Internet,Cell)	923
	Total 448:				105.90			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	44911	BATTERIES FOR FIRE DEPT.	09/21/2023	290.00		100-126000 Intergovernmental Receivable	923
	Total 8868:				290.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	17719/5	irrigation parts	09/13/2023	118.46	09/21/2023	100-575-600 General Supplies	923
20	BIG R OF FERNLEY	17722/5	pump water tank and plumbing supplies.	09/13/2023	1,738.16	09/21/2023	100-475-605 Minor Equipment	923
20	BIG R OF FERNLEY	17726/5	misc plumbing supplies for water tank and burn trailer.	09/14/2023	334.97	09/21/2023	100-475-600 General Supplies	923
20	BIG R OF FERNLEY	17728/!5	nozzel and fasteners.	09/14/2023	98.15	09/21/2023	100-475-600 General Supplies	923
20	BIG R OF FERNLEY	17730/5	pruner shut off tarp gloves	09/14/2023	55.46	09/21/2023	100-575-600 General Supplies	923
20	BIG R OF FERNLEY	17736/5	marking paint	09/15/2023	21.98	09/21/2023	100-575-600 General Supplies	923
20	BIG R OF FERNLEY	17748/5	parts for W/W	09/19/2023	11.78	09/21/2023	520-810-430 Service-Repair and Maintenance	923
20	BIG R OF FERNLEY	17750/5	Galvanized fitings	09/19/2023	10.76	09/21/2023	520-810-600 General Supplies	923
20	BIG R OF FERNLEY	17756/5	gloves water	09/20/2023	30.82	09/21/2023	100-528-616 Safety Supplies	923
20	BIG R OF FERNLEY	17760/5	paint supplies	09/20/2023	48.95	09/21/2023	100-417-612 Building Maintenance Supplies	923
20	BIG R OF FERNLEY	17763/5	METER TECH SUPPLIES	09/20/2023	13.95		510-810-614 Supplies-Plant/Shop/Maint	923
20	BIG R OF FERNLEY	17767/5	bits and trimmer line, misc.	09/21/2023	131.95	09/21/2023	100-475-600 General Supplies	923
20	BIG R OF FERNLEY	17769/5	PAINT FOR PARKS GATE	09/21/2023	75.55		100-575-600 General Supplies	923
20	BIG R OF FERNLEY	17771/5	u bolts	09/21/2023	58.36		100-475-600 General Supplies	923
20	BIG R OF FERNLEY	17776/5	aersol and blade	09/22/2023	31.88		100-475-600 General Supplies	923
20	BIG R OF FERNLEY	17778/5	METER TECH SUPPLIES	09/22/2023	21.98		510-810-614 Supplies-Plant/Shop/Maint	923
	Total 20:				2,803.16			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	82423-1	Nameplate and business cards for Project manager	09/14/2023	16.96	09/21/2023	510-810-601 Office Supplies	923
6970	BOB'S PRINTING AND SIGNAGE	82423-1	Nameplate and business cards for Project manager	09/14/2023	8.48	09/21/2023	510-840-601 Office Supplies	923
6970	BOB'S PRINTING AND SIGNAGE	82423-1	Nameplate and business cards for Project manager	09/14/2023	16.96	09/21/2023	100-475-601 Supplies-Office	923
6970	BOB'S PRINTING AND SIGNAGE	82423-1	Nameplate and business cards for Project manager	09/14/2023	42.40	09/21/2023	100-529-600 General Supplies	923
Total 6970:					84.80			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8312204	cleaner buffing pads	09/15/2023	187.52	09/21/2023	100-417-600 General Supplies	923
Total 8837:					187.52			
BRIGHTLY SOFTWARE, INC.								
8905	BRIGHTLY SOFTWARE, INC.	INV-220106	Annual Subscription 2024	08/02/2023	4,503.67	09/21/2023	100-605-399 Prof & Tech Fees-Misc	823
8905	BRIGHTLY SOFTWARE, INC.	INV-220106	Annual Subscription 2024	08/02/2023	4,503.67	09/21/2023	100-413-322 Prof Serv-Other	823
8905	BRIGHTLY SOFTWARE, INC.	INV-220106	Annual Subscription 2024	08/02/2023	4,503.67	09/21/2023	100-610-322 Prof Serv-Other	823
8905	BRIGHTLY SOFTWARE, INC.	INV-220106	Annual Subscription 2024	08/02/2023	4,503.67	09/21/2023	100-529-322 Prof. Serv-Other	823
8905	BRIGHTLY SOFTWARE, INC.	INV-221933	Engineering	08/18/2023	687.50	09/21/2023	100-529-580 Training	823
8905	BRIGHTLY SOFTWARE, INC.	INV-221933	City Manager	08/18/2023	687.50	09/21/2023	100-418-342 Tech Services-Other	823
8905	BRIGHTLY SOFTWARE, INC.	INV-221933	Building	08/18/2023	687.50	09/21/2023	100-605-399 Prof & Tech Fees-Misc	823
8905	BRIGHTLY SOFTWARE, INC.	INV-221933	Planning	08/18/2023	687.50	09/21/2023	100-610-580 Training	823
Total 8905:					20,764.68			
CAL NEVADA TOWING & TRANSPORT								
5269	CAL NEVADA TOWING & TRANSPORT	611677	tow sweeper to sparks for repairs	09/12/2023	348.75	09/21/2023	100-475-430 Service-Repair and Maintenance	923
Total 5269:					348.75			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	KM26071	Minor Equip APC Back Up	07/01/2023	203.72		100-418-605 Minor Equipment	723
Total 27:					203.72			
CFA INC								
499	CFA INC	26606	All Abilities Park	08/31/2023	512.00	09/21/2023	230-575-730 Improve other than Buildings	823
Total 499:					512.00			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.7838.13 SEP 23	WATER CONVEYANCE; PN# 2019-002-1	09/01/2023	87.54	09/14/2023	510-166100 Construction In Progress	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 32:					87.54			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039341001076	E3103934 SUPPLEMENTAL INSURANC	10/01/2023	55.16	09/21/2023	100-218000 COLONIAL INSURANCE PAYABL	1023
Total 3520:					55.16			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001012	CRRC CMAR-July 2023	07/31/2023	4,725.00		220-480-810 ARPA	723
Total 8916:					4,725.00			
FALLON FORD TOYOTA								
3162	FALLON FORD TOYOTA	95372	WORK DONE ON W/W CRANE TRUCK	09/20/2023	246.52		520-810-430 Service-Repair and Maintenance	923
Total 3162:					246.52			
Fernley BMX								
8962	Fernley BMX	FinalFY23-24R1	Final FY23-24 R1 Fernley BMX	09/21/2023	5,500.00		225-575-650 Grant Awards	923
Total 8962:					5,500.00			
FERRETTO, ERIN T.								
8958	FERRETTO, ERIN T.	22TR01315	Transcription Jessie Hewitt 22TR01315	07/01/2023	340.80	09/21/2023	100-425-322 Prof Serv-Other	723
Total 8958:					340.80			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-WATER	08/31/2023	1,976.87	09/21/2023	510-810-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-FLEET	08/31/2023	212.62	09/21/2023	100-480-626 GASOLINE	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-COURT	08/31/2023	67.49	09/21/2023	100-425-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-SEWER	08/31/2023	1,567.28	09/21/2023	520-810-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-VECTOR	08/31/2023	735.23	09/21/2023	100-528-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-FACILITIES	08/31/2023	634.88	09/21/2023	100-417-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-BUILDING	08/31/2023	271.25	09/21/2023	100-605-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-PARKS	08/31/2023	115.18	09/21/2023	100-575-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-STREETS	08/31/2023	1,440.75	09/21/2023	100-475-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-ANIMAL CONTROL	08/31/2023	410.74	09/21/2023	100-525-626 Gasoline	823
18	FLYERS ENERGY, LLC	CFS-3551898	GASOLINE-ENGINEERING	08/31/2023	112.47	09/21/2023	100-475-320 Prof Serv-Engineering	823
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-FLEET	09/15/2023	320.87		100-480-626 GASOLINE	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-WASTE WATER	09/15/2023	1,578.40		520-810-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-ANIMAL CONTROL	09/15/2023	364.22		100-525-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE- PARKS	09/15/2023	254.51		100-575-626 Gasoline	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-COURT	09/15/2023	69.96		100-425-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-ENG	09/15/2023	22.20		100-529-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-FACILITIES	09/15/2023	237.45		100-417-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-STREETS	09/15/2023	900.87		100-475-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-BUILDING	09/15/2023	350.22		100-605-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-VECTOR	09/15/2023	45.98		100-528-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3570592	GASOLINE-WATER DIST.	09/15/2023	1,673.57		510-810-626 Gasoline	923
Total 18:					13,363.01			
GRANITE PROPANE SERVICE								
647	GRANITE PROPANE SERVICE	415407	propane	09/15/2023	318.32	09/21/2023	100-475-623 Propane	923
Total 647:					318.32			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111615	Misc service labor	09/06/2023	145.00	09/21/2023	100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	111624	Misc service labor	09/12/2023	145.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	111625	Misc Service Labor	09/12/2023	145.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	111629	Misc Service Labor	09/15/2023	145.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	111631	Misc Service Labor	09/15/2023	145.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	13378	2000 Geo Metro Blue 970L30 Nv 602 Ranch Road	09/16/2023	55.00	09/21/2023	100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	13384-1	2011 Subaru Forester Black No Plates 440 Maple Street	09/12/2023	55.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	13384-2	2003 Mazda 6 Green 196 B33 602 Ranch Road	09/12/2023	55.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	13384-3	1985 Toyota 4 Runner White 869YSH 118 Relief Springs	09/15/2023	55.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	13384-4	1996 Chevy Blazer Green No Plates 975 Cold Water Dr.	09/15/2023	55.00		100-605-322 Prof Serv-Other	923
Total 70:					1,000.00			
HINTON BURDICK, PLLC								
8486	HINTON BURDICK, PLLC	292215	FY 23 AUDIT-PLANNING & RISK ASSESSMENT	08/31/2023	1,000.00	09/21/2023	100-415-328 Prof Serv-Auditing	823
Total 8486:					1,000.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-028	3721P GROUP HEALTH INSURANCE	09/26/2023	74,668.23		100-217000 HEALTH INSURANCE PAYABLE	923
Total 4842:					74,668.23			
IBEW Local 1245								
83	IBEW Local 1245	SEP 2023-2	UNION DUES, ONE HALF OF MONTH	09/22/2023	778.59	09/22/2023	100-219900 OTHER PAYROLL PAYABLES	923
Total 83:					778.59			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	SEP 2023-2	MED TAX PAYABLE, PAYROLL	09/22/2023	5,535.82	09/22/2023	100-211000 FICA PAYABLE	923
7879	INTERNAL REVENUE SERVICE	SEP 2023-2	W/HOLD TAX PAYABLE, PAYROLL	09/22/2023	18,123.54	09/22/2023	100-211000 FICA PAYABLE	923
7879	INTERNAL REVENUE SERVICE	SEP 2023-2	FICA TAX PAYABLE, PAYROLL	09/22/2023	588.58	09/22/2023	100-211000 FICA PAYABLE	923
	Total 7879:				24,247.94			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001755484	Basic Code Enforcement Book	09/15/2023	61.22		100-605-640 Books and Periodicals	923
	Total 617:				61.22			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	0827198-IN	fleet supplies	09/19/2023	224.06	09/21/2023	100-480-610 AUTOMOTIVE SUPPLIES	923
	Total 4329:				224.06			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23737946	PS fire extinguishers	09/07/2023	169.00	09/21/2023	510-840-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23737959	contract services	09/07/2023	1,753.00	09/21/2023	100-417-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23737969	PS Fire extinguishers	09/07/2023	145.00	09/21/2023	510-840-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23738751	contract services	09/08/2023	1,716.00	09/21/2023	100-417-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23738752	PS fire extinguishers	09/08/2023	265.00	09/21/2023	510-840-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23738754	depot contract	09/08/2023	853.00	09/21/2023	100-417-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23738755	PS fire extinguishers	09/08/2023	337.00	09/21/2023	510-840-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23738778	extinguishers	09/08/2023	505.00	09/21/2023	100-417-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23739658	services	09/11/2023	241.00	09/21/2023	100-417-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23739662	train depot	09/11/2023	121.00	09/21/2023	100-417-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	51234619	contract service	09/07/2023	1,357.00	09/21/2023	100-417-420 Contract Services	923
8667	JOHNSON CONTROLS FIRE PROTECTION LP	51242056	extinguisher	09/11/2023	72.00	09/21/2023	100-417-420 Contract Services	923
	Total 8667:				7,534.00			
KALBACHER ASSOCIATES, LLC								
8888	KALBACHER ASSOCIATES, LLC	20230701	Comprehensive Grant Svc Jun 2023	08/31/2023	2,410.00	09/21/2023	100-413-322 Prof Serv-Other	823
	Total 8888:				2,410.00			
LegalEdge Software								
8963	LegalEdge Software	52443	legal edge	08/01/2023	2,500.00		100-414-342 Tech Services-Other	823
	Total 8963:				2,500.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LEMONS, GRUNDY & EISENBERG								
8835	LEMONS, GRUNDY & EISENBERG	59-9916M	HR Legal	09/06/2023	2,600.00	09/21/2023	100-414-310 Prof Serv-Legal	923
Total 8835:					2,600.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	74935	3/8"" Adapter	09/21/2023	9.66		520-810-600 General Supplies	923
7650	LOWES CREDIT SERVICES	90288	shop supplies	09/12/2023	220.10	09/21/2023	510-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	976831-LOCCMS	Rolling Meadows Lighting	08/17/2023	114.83	09/21/2023	520-810-430 Service-Repair and Maintenance	823
Total 7650:					344.59			
LYON COUNTY								
1126	LYON COUNTY	OCT 2023	PUBLIC DEFENDER - OCTOBER 2023	09/19/2023	10,000.00	09/21/2023	100-413-322 Prof Serv-Other	923
Total 1126:					10,000.00			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA 2023-06	LCHS ARPA Aug 2023	08/31/2023	340.13	09/21/2023	220-480-810 ARPA	823
Total 3266:					340.13			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	113480	otp restrooms	08/01/2023	905.00	09/21/2023	100-575-441 Rental	823
Total 8509:					905.00			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	SEPT 2023	MUNICIPAL COURT JUDGE	09/19/2023	3,750.00	09/21/2023	100-425-322 Prof Serv-Other	923
Total 8042:					3,750.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12467390	Land Use	07/31/2023	4,675.00	09/21/2023	100-414-310 Prof Serv-Legal	723
322	MCDONALD CARANO	12469681	Land Use planning	08/31/2023	363.25	09/21/2023	100-414-310 Prof Serv-Legal	823
Total 322:					5,038.25			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	OCT 2023	5952725 GROUP DENTAL INSURANCE	10/01/2023	9,064.37	09/21/2023	100-217100 Dental Insurance Payable MetL	1023
Total 5387:					9,064.37			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	09/2023	PER DIEM FOR STAY IN PAHRUMP CONFERENCE	09/19/2023	88.50	09/20/2023	100-413-582 Travel	923
1111	MISCELLANEOUS ONE TIME VENDOR	4279339	REIMB FOR CLASS A LICENSE MEDICAL CARD	09/20/2023	120.00	09/21/2023	100-575-322 Prof Serv-Other	923
1111	MISCELLANEOUS ONE TIME VENDOR	9/2023	REIMB FOR PSI EXAM FEE	09/25/2023	69.00		510-840-642 Permits and Licenses	923
1111	MISCELLANEOUS ONE TIME VENDOR	9/2023	REIMB FOR NDEP APP FEE	09/25/2023	123.00		510-840-642 Permits and Licenses	923
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 9.26.23	CEMETERY OPEN/CLOSE DEPOSIT- PLOT CD.08.B- DEL	09/27/2023	350.00		100-223200 Deferred Revenue - Cem. Plots	923
1111	MISCELLANEOUS ONE TIME VENDOR	PW 9.26.23	AMERICAN PLANNING ASSOCIATION- OLIVIA JOHN	09/27/2023	71.40		510-810-581 Dues and Memberships	923
1111	MISCELLANEOUS ONE TIME VENDOR	PW 9.26.23	AMERICAN PLANNING ASSOCIATION- OLIVIA JOHN	09/27/2023	71.40		510-840-581 Dues and Memberships	923
1111	MISCELLANEOUS ONE TIME VENDOR	PW 9.26.23	AMERICAN PLANNING ASSOCIATION- OLIVIA JOHN	09/27/2023	71.40		520-810-581 Dues and Memberships	923
1111	MISCELLANEOUS ONE TIME VENDOR	PW 9.26.23	AMERICAN PLANNING ASSOCIATION- OLIVIA JOHN	09/27/2023	71.40		100-575-581 Dues and Memberships	923
1111	MISCELLANEOUS ONE TIME VENDOR	PW 9.26.23	AMERICAN PLANNING ASSOCIATION- OLIVIA JOHN	09/27/2023	71.40		100-475-581 Dues and Memberships	923
1111	MISCELLANEOUS ONE TIME VENDOR	WD 9.26.23	NDEP WD OPERATOR GRADE 2- LON HATHWAY	09/27/2023	192.00		510-810-580 Training	923
Total 1111:					1,299.50			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	397941	running lamp	09/14/2023	27.76		100-475-610 Automotive Supplies	923
58	NAPA AUTO & TRUCK PARTS	398220	East Lift Blower Air Filters	09/19/2023	183.13		520-810-614 Supplies-Plant/Shop/Maint	923
58	NAPA AUTO & TRUCK PARTS	398221	PART FOR W/W	09/19/2023	3.42		520-810-430 Service-Repair and Maintenance	923
58	NAPA AUTO & TRUCK PARTS	398569	misc wiper headlight lens	09/25/2023	115.77		100-475-610 Automotive Supplies	923
58	NAPA AUTO & TRUCK PARTS	398611	Steering wheel cover and dry lube	09/26/2023	22.84		520-810-610 Supplies-Automotive	923
Total 58:					352.92			
NCE								
7617	NCE	675212516	Shadow Lane Reconstruction Engineering services	09/12/2023	1,082.50	09/21/2023	100-475-745 RTC REIMBURSABLE EXPENDI	923
Total 7617:					1,082.50			
NORTHERN NEVADA IMAGING, LLC								
7260	NORTHERN NEVADA IMAGING, LLC	1310	Department Headshots	07/27/2023	180.00	09/21/2023	100-425-322 Prof Serv-Other	723
Total 7260:					180.00			
NORTHERN NEVADA INTERNATIONAL CENTER								
8844	NORTHERN NEVADA INTERNATIONAL CENTER	6931	Russell Davis 22TR00482	08/24/2023	300.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	823
Total 8844:					300.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	AUG 2023	AGA; POSTING FOR FINANCE DIRECTOR	08/31/2023	295.00	09/10/2023	100-415-540 Advertising	823
8649	NSB - BANKCARD CENTER	AUG 2023	THE ELECTRIC SUN; EMPLOYEE RECOGNITION	08/31/2023	18.20	09/10/2023	100-412-586 Employee Recognition	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMERICAN PLANNING ASSOC; PASSPORT SUBSCRIPTIO	08/31/2023	180.00	09/10/2023	100-610-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMAZON; MISC OFFICE SUPPLIES WW	08/31/2023	19.20	09/10/2023	100-475-601 Supplies-Office	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	AUG 2023	WILEY TNSI.COM; AICPA & CIMA 60 DAY POSTING FOR FI	08/31/2023	655.00	09/10/2023	100-415-540 Advertising	823
8649	NSB - BANKCARD CENTER	AUG 2023	SOUTHWEST AIRLINES; VANDER POEL NV LEAGUE OF C	08/31/2023	30.01-	09/10/2023	100-412-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	SPECTRUM; 355 COTTONWOOD LN	08/31/2023	129.98	09/10/2023	100-417-530 Communications (Internet,Cell)	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMERICAN PLANNING ASSOC; APA PROFESSIONAL MEM	08/31/2023	310.00	09/10/2023	100-610-581 Dues and Memberships	823
8649	NSB - BANKCARD CENTER	AUG 2023	DLX ENTERPRISE OP; CHECKS & DEPOSIT SLIPS	08/31/2023	1,813.30	09/10/2023	100-425-600 General Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	SP CONSTRUCTION EXAM; RES. BLDG INSPECTOR 1 CL	08/31/2023	795.00	09/10/2023	100-605-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	FRED PRYOR; MANAGEMENT TRAINING FOR KIRK H.	08/31/2023	69.80	09/10/2023	100-417-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	FRED PRYOR; MANAGEMENT TRAINING FOR KIRK H.	08/31/2023	69.80	09/10/2023	510-840-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	VERSATABLES.COM; SIT STAND DESK PW ADMIN	08/31/2023	108.53	09/10/2023	100-475-601 Supplies-Office	823
8649	NSB - BANKCARD CENTER	AUG 2023	10-S TENNIS; TENNIS COURT SUPPLIES	08/31/2023	1,555.21	09/10/2023	100-575-600 General Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	ZOOM; AUG 23- SEPT 22,2023	08/31/2023	140.00	09/10/2023	100-418-342 Tech Services-Other	823
8649	NSB - BANKCARD CENTER	AUG 2023	AXON; TASER	08/31/2023	102.82	09/10/2023	100-425-341 Pretrial Services Program	823
8649	NSB - BANKCARD CENTER	AUG 2023	SOUTHERN TIRE MART; TIRES FOR PARKS 4007	08/31/2023	1,166.56	09/10/2023	100-575-430 Service-Repair and Maintenance	823
8649	NSB - BANKCARD CENTER	AUG 2023	STAMPLI; JULY 2023	08/31/2023	1,034.00	09/10/2023	100-412-342 Tech Services-Other	823
8649	NSB - BANKCARD CENTER	AUG 2023	NVCPA; 60 DAY POSTING FOR FINANCE DIRECTOR	08/31/2023	133.50	09/10/2023	100-415-540 Advertising	823
8649	NSB - BANKCARD CENTER	AUG 2023	OWPSACSTATE; WTP OPERATOR COURSE JEREMY H.	08/31/2023	194.00	09/10/2023	510-840-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMAZON; MISC OFFICE SUPPLIES WTP	08/31/2023	9.60	09/10/2023	510-840-601 Office Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	THE NEST; EMPLOYEE RECOGNITION	08/31/2023	52.25	09/10/2023	100-412-586 Employee Recognition	823
8649	NSB - BANKCARD CENTER	AUG 2023	SOUTHWEST AIRLINES; VANDER POEL NV LEAGUE OF C	08/31/2023	30.01-	09/10/2023	100-412-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	COMFORT SUITES FERNLEY; CM FINAL ROUND INTERVI	08/31/2023	391.94	09/10/2023	100-413-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	RENO GAZETTE JOURNAL	08/31/2023	2.00	09/10/2023	100-413-640 Books and Periodicals	823
8649	NSB - BANKCARD CENTER	AUG 2023	COMFORT SUITES FERNLEY; CM FINAL ROUND INTERVI	08/31/2023	767.12	09/10/2023	100-413-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	FRED PRYOR; MANAGEMENT TRAINING FOR KIRK H.	08/31/2023	69.80	09/10/2023	520-810-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	VERSATABLES.COM; SIT STAND DESK PW ADMIN	08/31/2023	108.54	09/10/2023	100-417-601 OFFICE SUPPLIES	823
8649	NSB - BANKCARD CENTER	AUG 2023	VERSATABLES.COM; SIT STAND DESK PW ADMIN	08/31/2023	108.53	09/10/2023	520-810-601 Office Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	DIAMOND DIESEL; TURBO FOR STREETS DUMP TRUCK	08/31/2023	1,825.00	09/10/2023	100-475-430 Service-Repair and Maintenance	823
8649	NSB - BANKCARD CENTER	AUG 2023	FRED PRYOR; MANAGEMENT COURSE FOR NATE M.	08/31/2023	349.00	09/10/2023	520-810-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	FERNLEY CHAMBER OF COMM; LUNCHEON MAYOR/MG	08/31/2023	45.00	09/10/2023	100-412-650 Community Support	823
8649	NSB - BANKCARD CENTER	AUG 2023	WALMART; SUPPLIES NNO 2023	08/31/2023	17.16	09/10/2023	100-412-650 Community Support	823
8649	NSB - BANKCARD CENTER	AUG 2023	YOURMEMBERSHIP.COM; 30 DAY POSTING FOR DEP. CI	08/31/2023	499.00	09/10/2023	100-414-540 Advertising	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMAZON; MISC OFFICE SUPPLIES ENG.	08/31/2023	42.75	09/10/2023	100-529-600 General Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	GOLDEN NUGGET; HOTEL VANDER POEL NV LEAGUE OF	08/31/2023	53.56	09/10/2023	100-412-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	SOUTHWEST AIRLINES; VANDER POEL NV LEAGUE OF C	08/31/2023	705.96	09/10/2023	100-412-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMERICAN PLANNING ASSOC; NV APA MEMBERSHIP	08/31/2023	47.00	09/10/2023	100-610-581 Dues and Memberships	823
8649	NSB - BANKCARD CENTER	AUG 2023	GOLDEN NUGGET; HOTEL VANDER POEL NV LEAGUE OF	08/31/2023	227.75	09/10/2023	100-412-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	NV LEAGUE OF CITIES; VANDER POEL REG FEE NLOC 2	08/31/2023	375.00	09/10/2023	100-412-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	FRED PRYOR; MANAGEMENT TRAINING FOR KIRK H.	08/31/2023	69.80	09/10/2023	100-475-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	GOLDEN NUGGET; HOTEL VANDER POEL NV LEAGUE OF	08/31/2023	106.22-	09/10/2023	100-412-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	VERSATABLES.COM; SIT STAND DESK PW ADMIN	08/31/2023	108.53	09/10/2023	510-810-601 Office Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	ICC; RES. B1 INSPECTOR EXAM	08/31/2023	230.00	09/10/2023	100-605-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMAZON; STIHL DISK AND BLADE FOR WTP	08/31/2023	102.79	09/10/2023	510-840-614 Plant/Shop/Maint. Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMAZON; TILLER TINE AND BLADE FOR FACILITIES	08/31/2023	559.96	09/10/2023	100-417-605 Minor Equipment	823
8649	NSB - BANKCARD CENTER	AUG 2023	CENGAGE LEARNING, INC; GRANT WRITING ENROLLME	08/31/2023	2,295.00	09/10/2023	100-413-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	GFOA; POSTING FOR FINANCE DIRECTOR	08/31/2023	500.00	09/10/2023	100-415-540 Advertising	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	AUG 2023	DOLLAR TREE; SUPPLIES NNO 2023	08/31/2023	18.74	09/10/2023	100-412-650 Community Support	823
8649	NSB - BANKCARD CENTER	AUG 2023	ZOOM; FMC SUBSCRIPTION JULY-AUG	08/31/2023	100.00	09/10/2023	100-425-322 Prof Serv-Other	823
8649	NSB - BANKCARD CENTER	AUG 2023	AMAZON; MISC OFFICE SUPPLIES WD	08/31/2023	19.20	09/10/2023	510-810-601 Office Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	RALEY'S; EMPLOYEE RECOGNITION	08/31/2023	66.78	09/10/2023	100-412-586 Employee Recognition	823
8649	NSB - BANKCARD CENTER	AUG 2023	PIZZA HUT; CM CANDIDATE INTERVIEWS	08/31/2023	104.30	09/10/2023	100-412-650 Community Support	823
8649	NSB - BANKCARD CENTER	AUG 2023	COMFORT SUITES FERNLEY; CM FINAL ROUND INTERVI	08/31/2023	391.94	09/10/2023	100-413-582 Travel	823
8649	NSB - BANKCARD CENTER	AUG 2023	ICMA; MAGAZINE SUBSCRIPTION	08/31/2023	60.00	09/10/2023	100-413-640 Books and Periodicals	823
8649	NSB - BANKCARD CENTER	AUG 2023	APA NV; CONFERENCE	08/31/2023	250.00	09/10/2023	100-413-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	FRED PRYOR; MANAGEMENT TRAINING FOR KIRK H.	08/31/2023	69.80	09/10/2023	510-810-580 Training	823
8649	NSB - BANKCARD CENTER	AUG 2023	NACCA; NACCA DUES X5	08/31/2023	375.00	09/10/2023	200-425-581 Dues and Memberships	823
8649	NSB - BANKCARD CENTER	AUG 2023	VERSATABLES.COM; SIT STAND DESK PW ADMIN	08/31/2023	108.53	09/10/2023	510-840-601 Office Supplies	823
8649	NSB - BANKCARD CENTER	AUG 2023	ASCE; YEARLY MEMBERSHIP	08/31/2023	286.00	09/10/2023	100-529-581 Dues & Memberships	823
8649	NSB - BANKCARD CENTER	AUG 2023	QR CODE GENERATOR.COM; CCO	08/31/2023	123.48	09/10/2023	100-416-600 General Supplies	823
Total 8649:					20,160.47			
NV ENERGY								
167	NV ENERGY	12019 OCT 23	34596505012019 ACH	09/16/2023	9,195.52	10/04/2023	510-810-622 Electricity	923
167	NV ENERGY	13050 SEP 23	48768103613050 ACH	09/09/2023	3,026.60	09/27/2023	100-417-622 Electricity	923
167	NV ENERGY	14319 SEP 23	34596405214319 ACH	09/09/2023	36.39	09/27/2023	100-575-622 Electricity	923
167	NV ENERGY	30037 SEP 23	34596403630037 ACH	09/16/2023	35.70	10/04/2023	100-576-622 Electricity	923
167	NV ENERGY	34991 SEP 23	34596407734991 ACH	09/12/2023	33.59	09/28/2023	510-810-622 Electricity	923
167	NV ENERGY	37594 SEP 23	80865904937594 ACH	09/12/2023	33.92	09/28/2023	100-475-622 Electricity	923
167	NV ENERGY	41110 SEP 23	82190403641110 ACH	09/07/2023	37.35	09/25/2023	520-810-622 Electricity	923
167	NV ENERGY	65197 SEP 23	34596407565197 ACH	09/09/2023	33.59	09/27/2023	510-810-622 Electricity	923
167	NV ENERGY	67463 SEP 23	34596404867463 ACH	09/12/2023	86.34	09/28/2023	100-575-622 Electricity	923
167	NV ENERGY	68387 SEP 23	345964082-68387	09/12/2023	33.59	09/28/2023	100-475-622 Electricity	923
167	NV ENERGY	84389 SEP 23	34596503684389 ACH	09/09/2023	187.72	09/27/2023	100-417-622 Electricity	923
167	NV ENERGY	98954 SEP 23	82190405098954 ACH	09/07/2023	3,842.56	09/25/2023	520-810-622 Electricity	923
Total 167:					16,582.87			
OFFICE DEPOT								
133	OFFICE DEPOT	320867710001	Office Supplies	07/01/2023	43.99		100-416-600 General Supplies	723
133	OFFICE DEPOT	326706200001	Blue Light Blocker Screen	08/15/2023	197.18		100-425-600 General Supplies	823
133	OFFICE DEPOT	326835143001	Unsure	08/15/2023	129.18		100-425-600 General Supplies	823
133	OFFICE DEPOT	326837992001	Office Supplies	08/11/2023	46.17	09/21/2023	100-605-601 Office Supplies	823
133	OFFICE DEPOT	326838774001	Office Supplies	08/11/2023	34.14	09/21/2023	100-605-601 Office Supplies	823
133	OFFICE DEPOT	326838775001	Office Supplies	08/11/2023	45.99	09/21/2023	100-605-601 Office Supplies	823
133	OFFICE DEPOT	326838776001	Office Supplies	08/11/2023	21.99	09/21/2023	100-605-601 Office Supplies	823
133	OFFICE DEPOT	326950663001	PW Office Supplies	08/11/2023	13.85	09/21/2023	100-475-601 Supplies-Office	823
133	OFFICE DEPOT	326950663001	PW Office Supplies	08/11/2023	11.08	09/21/2023	510-810-601 Office Supplies	823
133	OFFICE DEPOT	326950663001	PW Office Supplies	08/11/2023	5.54	09/21/2023	510-840-601 Office Supplies	823
133	OFFICE DEPOT	326950663001	PW Office Supplies	08/11/2023	8.31	09/21/2023	100-575-601 Office Supplies	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	326950663001	PW Office Supplies	08/11/2023	11.08	09/21/2023	520-810-601 Office Supplies	823
133	OFFICE DEPOT	326950663001	PW Office Supplies	08/11/2023	5.54	09/21/2023	100-417-601 OFFICE SUPPLIES	823
133	OFFICE DEPOT	327052541001	Office Supplies and replacement keyboard	08/11/2023	84.47		100-529-601 OFFICE SUPPLIES	823
133	OFFICE DEPOT	327151416001	Office Supplies	08/14/2023	60.74	09/21/2023	100-605-601 Office Supplies	823
133	OFFICE DEPOT	329806859001	UT ADMIN SUPPLIES	08/30/2023	22.99		520-810-601 Office Supplies	823
133	OFFICE DEPOT	329806859001	UT ADMIN SUPPLIES	08/30/2023	23.00		510-810-601 Office Supplies	823
133	OFFICE DEPOT	329839026001	UT ADMIN SUPPLIES	09/06/2023	47.50		520-810-601 Office Supplies	923
133	OFFICE DEPOT	329839026001	UT ADMIN SUPPLIES	09/06/2023	47.49		510-810-601 Office Supplies	923
133	OFFICE DEPOT	330954521001	HR pencils and whiteboard	09/11/2023	35.79	09/21/2023	100-525-600 General Supplies	923
133	OFFICE DEPOT	330954521001	PW Paper	09/11/2023	78.32	09/21/2023	100-475-601 Supplies-Office	923
133	OFFICE DEPOT	330954521001	PW Paper	09/11/2023	78.32	09/21/2023	520-810-601 Office Supplies	923
133	OFFICE DEPOT	330954521001	PW Paper	09/11/2023	78.32	09/21/2023	510-840-601 Office Supplies	923
133	OFFICE DEPOT	330954521001	PW Paper	09/11/2023	78.32	09/21/2023	510-810-601 Office Supplies	923
133	OFFICE DEPOT	330954521001	PW Paper	09/11/2023	78.31	09/21/2023	100-417-601 OFFICE SUPPLIES	923
133	OFFICE DEPOT	330954521001	PW Paper	09/11/2023	78.31	09/21/2023	100-575-601 Office Supplies	923
133	OFFICE DEPOT	331012815001	Office Supplies	09/04/2023	67.96-	09/21/2023	100-416-600 General Supplies	923
Total 133:					1,297.96			
OPENGOV, INC.								
8657	OPENGOV, INC.	INV00013907	Operating & Capital Serv Budget -Tech Service	09/14/2023	18,328.34	09/21/2023	100-418-342 Tech Services-Other	923
Total 8657:					18,328.34			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-264414	PARTS FOR W/W ARTIC CAT	09/14/2023	81.64		520-810-430 Service-Repair and Maintenance	923
6230	O'REILLY AUTO PARTS	3599-264547	PARTS FOR 1077	09/15/2023	211.43		510-810-610 Automotive Supplies	923
6230	O'REILLY AUTO PARTS	3599-265205	PARTS FOR STREETS DEPT #3000 BRAKE CONTROLER	09/19/2023	211.43		100-475-610 Automotive Supplies	923
6230	O'REILLY AUTO PARTS	3599-266188	PARTS FOR STREETS	09/25/2023	7.99		100-475-610 Automotive Supplies	923
Total 6230:					512.49			
OUTREACH SMARTPHONE MONITORING LLC								
8827	OUTREACH SMARTPHONE MONITORING LLC	5205	10 OSM Devices	08/07/2023	997.28	09/21/2023	100-425-341 Pretrial Services Program	823
Total 8827:					997.28			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	503234	Tech Services Sonic Wall Issues	09/19/2023	82.50		100-418-342 Tech Services-Other	923
Total 1325:					82.50			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5164546	Shred Bin	07/01/2023	16.50	09/21/2023	100-425-322 Prof Serv-Other	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8876	PACIFIC STORAGE COMPANY	5168300	Shredding July	07/26/2023	16.50	09/21/2023	100-425-322 Prof Serv-Other	723
8876	PACIFIC STORAGE COMPANY	5172176	Shredding August	08/23/2023	16.50	09/21/2023	100-425-322 Prof Serv-Other	823
Total 8876:					49.50			
PAPE KENWORTH								
3097	PAPE KENWORTH	14647918	teeth for scraper I took the taxes off this invoice.	07/26/2023	706.08		100-475-600 General Supplies	723
Total 3097:					706.08			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	AUG 2023	#621 RETIREMENT CONTRIBUTIONS	08/31/2023	108,698.81	09/14/2023	100-216000 RETIREMENT PAYABLE	823
Total 144:					108,698.81			
Q & D CONSTRUCTION - FERNLEY								
7612	Q & D CONSTRUCTION - FERNLEY	16668-005	DI work city wide	09/19/2023	2,557.50	09/21/2023	100-475-342 Tech Services-Other	923
7612	Q & D CONSTRUCTION - FERNLEY	16668-006	DI work city wide	09/19/2023	2,392.00	09/21/2023	100-475-342 Tech Services-Other	923
Total 7612:					4,949.50			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	5850806	0005810734-Deviation (MJD23002)	08/01/2023	127.00		100-610-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005776774-Ann. Materials Contract	08/01/2023	173.50		510-810-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005804458-Proposed Franchise/Business Lic. Fee	08/01/2023	199.00		100-416-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005810944-Bill #332	08/01/2023	127.00		100-610-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005776774-Ann. Materials Contract	08/01/2023	173.50		520-810-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005804718-Master (MPA23001) Zone (ZMA23001)	08/01/2023	143.00		100-610-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005789409-Quarterly Report/Receipts	08/01/2023	159.00		100-416-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005808291-Bill #331	08/01/2023	127.00		100-610-540 Advertising	823
152	RENO GAZETTE JOURNAL	5850806	0005803367-Bill #333	08/01/2023	147.00		100-416-540 Advertising	823
Total 152:					1,376.00			
RENOWN HEALTH								
190	RENOWN HEALTH	2165298	MRN 4385744	09/11/2023	6.96	09/21/2023	100-417-322 Prof Serv-Other	923
190	RENOWN HEALTH	2165298	MRN 5027625	09/11/2023	145.00	09/21/2023	510-810-322 Prof Serv-Other	923
190	RENOWN HEALTH	2165298	MRN 4385744	09/11/2023	18.04	09/21/2023	100-575-322 Prof Serv-Other	923
190	RENOWN HEALTH	2165298	MRN 0873188	09/11/2023	45.00	09/21/2023	520-810-322 Prof Serv-Other	923
190	RENOWN HEALTH	2165298	MRN 5027625	09/11/2023	45.00	09/21/2023	510-810-322 Prof Serv-Other	923
190	RENOWN HEALTH	2165298	MRN 3212779	09/11/2023	60.00	09/21/2023	100-575-322 Prof Serv-Other	923
190	RENOWN HEALTH	2165298	MRN 3058913	09/11/2023	25.00	09/21/2023	510-840-322 Prof Serv-Other	923
190	RENOWN HEALTH	2165298	MRN 0804210	09/11/2023	120.00	09/21/2023	510-840-322 Prof Serv-Other	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 190:					465.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-0761.	Water Rights Mapping	09/22/2023	2,001.00		510-810-698 Water Rights Protection	923
8602	RESOURCE CONCEPTS	23-0831	Environmental Assessment form thru May 2023	09/22/2023	4,582.50		220-480-810 ARPA	923
Total 8602:					6,583.50			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	23090560	ARMORED SERVICE-GF	09/11/2023	184.44	09/21/2023	100-415-322 Prof Serv-Other	923
8629	SECTRAN SECURITY, INC.	23090560	ARMORED SERVICE-SEWER	09/11/2023	184.45	09/21/2023	520-810-342 Tech Services-Other	923
8629	SECTRAN SECURITY, INC.	23090560	ARMOR SERVICE-WATER	09/11/2023	184.45	09/21/2023	510-810-342 Tech Services-Other	923
Total 8629:					553.34			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	23-07	water quality meetings and sample data base development	08/31/2023	1,350.00	09/21/2023	510-810-320 Prof Serv-Engineering	823
Total 8884:					1,350.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	184918	Sewer MAster plan update engineering services	08/31/2023	880.00	09/21/2023	520-810-320 Prof Serv-Engineering	823
1897	SHAW ENGINEERING	184943	South Arm Interceptor design services	09/13/2023	480.00	09/21/2023	520-166100 Construction In Progress	923
1897	SHAW ENGINEERING	184967	New Treated Water Reservoir deisgn services	08/31/2023	20,376.80		510-166100 Construction In Progress	823
1897	SHAW ENGINEERING	184989	On call development review services Friendly 5 FSM 22002	08/31/2023	900.00	09/21/2023	100-529-320 Prof Serv-Engineering	823
1897	SHAW ENGINEERING	184990	On call developemnt review Creekwood Commons TSM2300	08/31/2023	7,860.00	09/21/2023	100-529-320 Prof Serv-Engineering	823
1897	SHAW ENGINEERING	184991	On call water and sewer modeling for the TMAI Maintenance	08/31/2023	4,540.00	09/21/2023	100-529-320 Prof Serv-Engineering	823
1897	SHAW ENGINEERING	184992	ON call water and sewer modeling for Lickety Split Carwash p	08/31/2023	4,540.00	09/21/2023	100-529-320 Prof Serv-Engineering	823
1897	SHAW ENGINEERING	184993	On call review services FPM23002 Stanley Drive Parcel Map	08/31/2023	500.00	09/21/2023	100-529-320 Prof Serv-Engineering	823
1897	SHAW ENGINEERING	184994	On call engineering review Mark 4 PD23001	08/31/2023	1,680.00	09/21/2023	100-529-320 Prof Serv-Engineering	823
1897	SHAW ENGINEERING	184995	On call water and sewer modeling NV Pacific Blvd commercia	08/31/2023	4,540.00	09/21/2023	100-529-320 Prof Serv-Engineering	823
Total 1897:					46,296.80			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN304277	WWTP monitoring well samples	08/24/2023	588.00	09/21/2023	520-810-423 Contract Services-ANALYTICAL	823
7856	SILVER STATE ANALYTICAL LABORATORIES	RN304278	WWTP influent & effluent samples	08/24/2023	502.00	09/21/2023	520-810-423 Contract Services-ANALYTICAL	823
Total 7856:					1,090.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	20696	signs and paint	09/21/2023	479.28	09/21/2023	100-475-615 Supplies-Signs and Striping	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 170:					479.28			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	20703	paint and signs	09/21/2023	794.80	09/21/2023	100-475-430 Service-Repair and Maintenance	923
Total 265:					794.80			
SIMONS HALL JOHNSTON, PC								
8944	SIMONS HALL JOHNSTON, PC	5	HR Investigation	08/01/2023	1,473.00	09/21/2023	100-414-322 Prof Serv-Other	823
Total 8944:					1,473.00			
SIPPOLA, REENA G.								
8878	SIPPOLA, REENA G.	23-0713	Muhammad Khan 22TR00283	07/14/2023	225.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	723
8878	SIPPOLA, REENA G.	23-0731	Kumar Sushil 23TR00241	07/31/2023	150.00	09/21/2023	100-425-330 PROF SERV-INTERPRETER	723
Total 8878:					375.00			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590019120	TIRE FOR BUILDING DEPT.	09/21/2023	290.97		100-605-610 Automotive Supplies	923
8964	SOUTHERN TIRE MART LLC	7590019121	TIRES FOR PARKS TRAILER	09/21/2023	927.23		100-575-430 Service-Repair and Maintenance	923
Total 8964:					1,218.20			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 SEP 23	910000818971 ACH	09/15/2023	30.24	10/04/2023	520-810-621 Natural Gas	923
204	SOUTHWEST GAS CORP	86744 SEP 23	910001086744 WTP	09/12/2023	618.26	10/02/2023	510-840-621 Natural Gas	923
Total 204:					648.50			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEP 2023-2	CHILD SUPPORT	09/22/2023	326.46	09/21/2023	100-219900 OTHER PAYROLL PAYABLES	923
Total 176:					326.46			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	17131	Water Right Contract FY22/23 July 23	07/03/2023	11,266.78	09/21/2023	510-810-698 Water Rights Protection	723
3275	TAGGART & TAGGART LTD	17216	Water Right Contract FY22/23 Aug 23	08/02/2023	11,554.48	09/21/2023	510-810-698 Water Rights Protection	823
Total 3275:					22,821.26			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023400115275	WWTP Chlorine	09/19/2023	5,715.40		520-810-617 Supplies-Chemical	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8646:					5,715.40			
TSK								
8714	TSK	21-058.00-18	CRRC 08/01/2023 through 08/31/2023	08/31/2023	20,137.50	09/21/2023	220-480-810 ARPA	823
Total 8714:					20,137.50			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00135224	chlorometer calibration standards	09/15/2023	282.50	09/21/2023	510-810-614 Supplies-Plant/Shop/Maint	923
Total 464:					282.50			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9943276265	City Hall/Facilities	09/23/2023	643.25	09/21/2023	100-417-530 Communications (Internet,Cell)	923
8495	VERIZON WIRELESS	9943276265	WW	09/23/2023	394.79	09/21/2023	520-810-530 Communications	923
8495	VERIZON WIRELESS	9943276265	WD	09/23/2023	280.61	09/21/2023	510-810-530 Communications	923
8495	VERIZON WIRELESS	9943276265	Bldg &Safety	09/23/2023	280.95	09/21/2023	100-417-530 Communications (Internet,Cell)	923
8495	VERIZON WIRELESS	9943276265	City Attorney	09/23/2023	140.03	09/21/2023	100-414-530 Communications (Internet,Cell)	923
8495	VERIZON WIRELESS	9943276265	IT	09/23/2023	56.00	09/21/2023	100-418-530 Communications (Internet,Cell)	923
8495	VERIZON WIRELESS	9943276265	WW Router	09/23/2023	91.86	09/21/2023	520-810-530 Communications	923
8495	VERIZON WIRELESS	9943276265	WTP	09/23/2023	440.84	09/21/2023	510-840-530 Communications	923
8495	VERIZON WIRELESS	9943276265	Council	09/23/2023	166.95	09/21/2023	100-412-530 Communications (Internet,Cell)	923
Total 8495:					2,495.28			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	SEP 2023-2	DEFERRED COMPENSATION, 457	09/22/2023	2,587.50	09/22/2023	100-215000 457 PAYABLE	923
Total 8591:					2,587.50			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2309-071569	safety supplies	09/15/2023	38.19	09/21/2023	510-810-616 Supplies-Safety	923
Total 8571:					38.19			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	OCT 2023	SUPPLEMENTAL INSURANCE	09/26/2023	90.35		100-218100 Western Insurance Payable	923
Total 881:					90.35			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19897555	PS HVAC filters	09/18/2023	981.36	09/21/2023	510-840-430 Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19914954-1	PS replacement Air Vac valve	09/21/2023	975.35		510-840-430 Service-Repair and Maintenance	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
195	WESTERN NEVADA SUPPLY CO.	19921626	PS Safety paint	09/25/2023	374.24		510-840-616 Safety Supplies	923
195	WESTERN NEVADA SUPPLY CO.	19931411	bin stock	09/15/2023	484.35	09/21/2023	510-810-613 Supplies-Meter Service	923
195	WESTERN NEVADA SUPPLY CO.	19944571	PS replacement bin stock	09/21/2023	166.58		510-840-430 Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19944877	weed barrier.	09/20/2023	455.54	09/21/2023	100-575-600 General Supplies	923
195	WESTERN NEVADA SUPPLY CO.	19947817	Sage tank drain/overflow	09/21/2023	838.82		510-840-430 Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19948383	2 inch sensus omni 1000 gal water meter	09/22/2023	993.16		510-166100 Construction In Progress	923
Total 195:					5,269.40			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	173653	Federal lands Conveyance Prof Service thru 8/31/23	08/31/2023	1,900.00		100-413-322 Prof Serv-Other	823
Total 2454:					1,900.00			
YESCO, LLC								
6806	YESCO, LLC	INY-0457891	Maintenance Reader Board	10/01/2023	.00		225-575-320 PROFESSIONAL SERVICES	1023
Total 6806:					.00			
ZIMMCO EQUIPMENT, INC								
6719	ZIMMCO EQUIPMENT, INC	20394	3"" trash pump	09/20/2023	1,700.00		100-475-605 Minor Equipment	923
Total 6719:					1,700.00			
Grand Totals:					501,895.75			

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

SEPTEMBER 20, 2023

Mayor Neal E. McIntyre called the meeting of the Fernley City Council to order at 5:00 PM.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilman Stan Lau, Councilman Albert Torres, City Manager Ben Marchant, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Deputy Finance Director Jennie Carrick, Building Official Charity Birkel, Senior Planner, Shay League, Planning Director Michele Rambo, Public Works Director Barry Williams. **Absent:** Councilwoman Felicity Zoberski, Councilwoman Fran McKay.

1.3. Public Forum

Oscar Aguilar, Boys & Girls Club, thanked the public works department for their work on the field. BGCTM hosted their first Junior Giants League in the City of Fernley. 260 youth signups for this league which, is covered by a grant through the San Francisco Giants. Mr. Aguilar also thanked the City for its support of the teen center. BGCTM had the opportunity over the summer and spring break to take the kids to California for a special workshop through the Boys and Girls Club of America. They also did a tour of UNLV. Mr. Aguilar invited the Council to the awards banquet on Thursday, October 5, 2023.

1.4. (For Possible Action) Approval of Agenda

Mayor Neal E. McIntyre asked to have items 2.4 and 6.2 pulled from the agenda.

Motion: I MOVE TO APPROVE THE AGENDA WITH ITEM 2.4 REMOVED FROM THE CONSENT AGENDA AND ITEM 6.2 REMOVED FROM THE AGENDA. **Action:** Approved**. Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Hanan, Councilman Torres.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read new business licenses.

2.4. (Possible Action) Approval of the job description and salary range for the Senior Maintenance Worker Parks position approved by the City Council on May 17, 2023 during the FY23-24 budget discussions. The wage range is $22.75 - $32.50 or $47,320.00 - $67,600 annually.

2.5. Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood, 1030 Inglewood Dr. for 0.66 ERC's for Water and 1.30 ERC's for Sewer for Lyon County Parcel 020-34-11 located at the at 1030 Inglewood Drive Unit, Fernley, NV 89408 (Building G)

2.6. Possible Action to Approve the Will-Serve Request from Maple Creek Construction for 0.72 ERC's for Water and 2.03 ERC's for Sewer for Fernley Self Storage, Lyon County Parcel 020-285-01

located at 175 Mull Lane Fernley, NV 89408.

2.7. 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.

Motion: I MOVE TO APPOVE THE CONSENT AGENDA. **Action:** Approved**. Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Hanan, Councilman Torres.

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

Chief Deputy Mitch Branningham, Lyon County Sheriff's Department, reported that there has been a rash of drug overdoses in the Fernley area. There is cocaine being disbursed in the Fernley area and Narcan does not work for cocaine overdoses. Unfortunately, we cannot press charges against somebody who calls for medical help for a drug overdose. On September 19, 2023, there was a report of shots being fired on Mallard Way. The suspect is in custody. The Sheriff's department has 15 applicants in the background process currently, and 12 have prior law enforcement experience. Fernley will have an uptick in staffing levels. Four more deputies are to start at the first of the year. Deputy Whitten has maintained his position as the School Resource Officer here in Fernley. If parents have any concern about things going on with students at school, they can give Deputy Whitten a call or contact the dispatch center. On September 8, 2023, the department ran a mini saturation patrol for 10 hours. During that time, there were 65 traffic stops with citations. The department will increase the frequency of saturation. The department is participating in a series of 2nd amendment instructional classes through VetMech Arms located in Fernley. The Junior Deputy Program will be taking applications beginning October 1 through mid November. On Monday, September 25, 2023, the sheriff's department will meet with the City of Fernley code enforcement to discuss ways to work together to enforce some of the new codes as well as the impact they have on the community.

Councilman Hanan thanked the department and for letting him go on a ride-a-long.

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

Councilman Torres reminded everyone of the two events this coming weekend. Saturday, September 23 is open Mike Night at the Fernley Art Center, presented by the Fernley Aces Art and Cultural Events Squad. September 23rd and 24th is the 2023 BBMX Championship presented by Old Timers Motorcross Nevada at the Fernley 95A track.

Councilman Stan Lau reminded everyone that this Friday, September 22 is homecoming and encouraged everyone to go and enjoy the game.

Councilman Ryan Hanan congratulated Charity Birkel and thanked her for her continuing education and growing with the City.

Mayor Neal McIntyre reported that there is an open position for the Planning Commission and applications will close on September 29th. He stated that he would be in the dunktank at the High School homecoming. The City of Fernley Spooktacular event will be at city hall on Tuesday, October 31, from 4 pm to 7 pm.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal McIntyre read the proclamation and proclaimed September 15, 2023, through October 15, 2023, as

National Hispanic American Heritage Month. Oscar Aguilur accepted the Certificate of Proclamation.

5. STAFF REPORTS

5.1. (For Possible Action) Approval of a contract with Kimley-Horn not to exceed $160,400 for the preparation of the North Fernley Area Plan.

Planning Director Michele Rambo stated that the City is currently experiencing a surge of development with an increasing interest in the future development areas. With over 6,000 acres of potential land holdings, the North Fernley Future Development Area is gaining attention from developers due to its potential to become a large master planned employment center with supporting commercial services and high-density housing. The Planning Department solicited proposals from qualified planning consultants to create a new portion of the Comprehensive Master Plan known as the North Fernley Area Plan. The work performed by Kimley-Horn would include data collection and analysis, community engagement, visioning and goal setting, development of the Area Plan, developing an implementation strategy, and ultimate plan adoption.

Motion: MOVE TO APPROVE A CONTRACT WITH KIMLEY-HORN NOT TO EXCEED $160,400 FOR THE PREPARATION OF THE NORTH FERNLEY AREA PLAN. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Hanan, Councilman Torres.

6. PRESENTATIONS

6.1. Presentation by Marty Elquist from the Children's Cabinet.

Marty Elquist and Karissa Loper Machado gave a presentation from The Children's Cabinet. Their purpose is to promote and provide support, education, and resources to Nevada's child care community, thereby increasing the development of high-quality child care environments for providers, families and children. Their mission is to keep children safe and families together. They provide programs and services at no charge to youth and their families. They explained what early childhood is, the brain development and what high-quality early childhood programs look like. They explained the benefits to children who have quality early learning experiences along with the economic impact of investing in early childhood learning programs. They stated Nevada is a Child Care Desert, meaning that either there are no child care providers or so few options that there are more than three times as many children as licensed child care slots. They went over what local governments can do. City of Fernley has a particular code, Section 3207150, that limits the hours of operations for child care centers as well as licensed family child care, not to operate beyond the hours of 8 pm and 6 am, unless approved by a conditional use permit. The conditional use permit process can be timely and costly. The city could look at ways to streamline that process for those who want to operate child care in nontraditional hours. To incentivize more providers to operate in non-traditional hours, they are creating a Slot program and they are afraid that there might be providers in Fernley that would not be eligible for that program because of the code.

The Mayor and Council thanked them for coming.

6.2. Presentation by City Engineer to update the City Council on the completion of recent capital improvement projects.

Pulled from Agenda

7. PUBLIC HEARINGS

7.1. (For possible action) Discussion and possible action on two applications submitted by Christy

Corporation, LTD on behalf of Nev Dev, LLC on a parcel ±26.55-acres in size and generally located south of Farm District Road, west of Desert Lakes Drive, and east of Donna Way (APN: 021-301-35).

1. **MPA23001 (Resolution # 23-011) - A master plan amendment application to redesignate the comprehensive master plan land use of the parcel from Single-Family Residential (SFR) to Commercial (C).**
2. **ZMA23001 (Bill # 330) – A zoning map amendment application to rezone the parcel from Single-Family Residential, 20,000 square-foot minimum lot size (SF20) to General Commercial (C2).**

Senior Planner League reported that Christy Corporation submitted a master plan amendment, zoning map amendment, and conditional use permit on behalf of Nev Dev to allow construction of a self-storage facility at the rear of the parcel. The developer intends to reserve the front of the parcel for future neighborhood-style commercial development to serve the nearby Desert Lakes housing subdivision.

Mayor McIntyre called for a break 6:09 PM - 6:17 PM.

Mayor McIntyre called for public input on this matter and there was none.

Motion: I MOVE TO ADOPT RESOLUTION #23-011 REGARDING THE COMPREHENSIVE MASTER PLAN AMENDMENT ASSOCIATED WITH MPA23001 AND BILL #330 REGARDING THE ZONING MAP AMENDMENT ASSOCIATED WITH ZMA23001. THIS MOTION IS BASED ON FINDINGS M1 THROUGH M3, FINDINGS Z1 THROUGH Z3, AND THE FACTS SUPPORTING THOSE FINDINGS AS SET FORTH IN THE STAFF REPORT. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Hanan, Councilman Torres.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible Action regarding a future agenda item to look into a hazard alarm system for the city in case of an emergency. (Councilman Lau's request)

Councilman Stan Lau stated that he thought it would be appropriate to have an alarm system to go along with the new Response center. He suggested getting together with Chief Nichols at the fire department.

Chief Deputy Branningham stated that the Code Red System is outdated and is being phased out. The new Sheriff app is having technical issues at the moment, but when it is up and running it will replace the Code Red System.

Motion: MOVE TO HAVE STAFF AND THE MAYOR LOOK INTO AN ALARM SYSTEM TO ALERT THE COMMUNITY. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Hanan, Councilman Torres.

8.2. Possible Action requesting a future agenda item to look into the possibility of annexing county islands within the city into the city. (Councilman Torres's request)

Councilman Torres stated that there are several county islands throughout the city that are using county infrastructure, we are losing a significant amount of money on taxable receipts for business licenses and we need to annex them into the city.

Motion: MOVE TO ADD FUTURE AGENDA ITEM TO LOOK INTO THE POSSIBLITY OF ANNEXING COUNTY ISLANDS WITHIN THE CITY INTO THE CITY. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Hanan, Councilman Torres.

8.3. Possible Action requesting a future agenda item looking into the possibility of creating a Citizens Advisory Board for Well and Water Rights Owners. (Councilman Hanan's request)
Councilman Ryan Hanan stated that the council cannot represent the well owners or water rights owners through the city. It is important that we give them an outlet to be able to meet and discuss their concerns, formulate solutions, and look into the issues that they are constantly involved in, especially with the lining of the canal. This was brought to the council's attention by several water rights and well owners.

Motion: MOVE TO DIRECT STAFF TO LOOK INTO THE POSSIBLE CREATION OF A CITIZENS ADVIORY BOARD FOR WELL AND WATER-RIGHTS OWNERS. **Action:** APPROVED. **Moved by:** Councilman Hanan, **Seconded by:** Councilman Torres. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Hanan, Councilman Torres.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS
None at this time.

10. PUBLIC FORUM
Fernley resident, James W. Roberts stated that water wells and aquifers are pits. Also, stated that the alarm system is a good idea.

Fernley resident, Colleen Unterbrink, expressed her support of the early childhood program that was presented by The Children's Cabinet.

Fernley resident, Jackie LaVoie asked if the county islands within the city are commercial and/or residential. Does the process to annex these islands require that notice be given to residents who are on these islands? City Attorney Aaron Mouritsen stated that notice is required.

Fernley resident, Oscar Aguilar expressed his support for early childhood education.

Fernley resident Kim McCreary expressed his concern about the smell from the tanks along Main Street. Mayor Neal McIntyre stated that he will look into it.

11. ADJOURNMENT
There being no further business to come before it, the Fernley City Council meeting adjourned at 6:46 PM.

Approved by the Fernley City Council on October 4, 2023, by a vote of:

AYES ________ NAYS:________ ABSTENTIONS:________ ABSENT:________

____________________________________ ____________________________________

Mayor Neal E. McIntyre City Clerk Kim Swanson

Report Criteria:
License.Status = "Active"
Business.Origination date = 9/14/2023-09/27/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Premier K9 Training	Katherine Ceccarelli	1006 Opal Way	Fernley	NV	89408	775-240-7979	Animal/Pet Services, gro	Dog Training
Hawks Nest	Elyse Hawk	1835 Hickory Lane	Fernley	NV	89408	775-835-1265	Wholesale and/or Retail	Merchandise sales at craftsho
Arete Properties, LLC	John or City Lange	570 Sunny Ln/715 Sunny Ln	Fernley	NV	89408	530-76-1580	Residential Dwelling Rent	Multi-family residential rentals
Banner Construction Inc.	Howard Rakestraw	2536 Sutro St.	Reno	NV	89512	775-787-1966	Contractor	Plumbing & Heating Contractor
AM Precision Services, LLC	Anthony Merlino & S	678 Canary Cir	Fernley	NV	89408	775-224-8058	Business Specific Profes	Polyfusion welding, primarily n

Grand Totals:
5

Report Criteria:
License.Status = "Active"
Business.Origination date = 9/14/2023-09/27/2023

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: October 4, 2023

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

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

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with Garden Shop Nursery Landscaping for construction for the All-Abilities playground at Green Valley Park for an amount not to exceed $76,749.79 with a 5% contingency of $3,800.00.

AGENDA ITEM BRIEF:

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

RECOMMENDED MOTION:

"I move to approve a contract with Garden Shop Nursery Landscaping for construction for the All-Abilities playground at Green Valley Park for an amount not to exceed $76,749.79 with a 5% contingency of $3,800.00. "

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

March 1, 2023, City Council chose to move forward with the design of the all-abilities playground that would be placed at the Green Valley Park right next to the existing playground area that is currently present.

For FY22/23 we have $200,000 in our budget to design and construct an all-abilities playground. This would include a space that is about 1,600 sq ft., has 4-5 pieces of play equipment for all sensory types and has a soft rubber tile surface that is ADA accessible.

We have received the proposal from CFA for engineering and construction services to move forward with the construction of this playground area.

This proposal will be a part of the $200,00 budget that was approved for FY22/23.

The bid for the Green Valley All-Abilities Park was advertised from September 5th – September 18th, 2023. With a pre-bid meeting on September 12th, 2023. On September 18th bids were opened. After reviewing the bids, CFA and city staff recommend rewarding the contract to Garden Shop Nursery Landscaping.

BACKGROUND:

During the fiscal year 22/23 budget process council directed staff to reach out and get estimates on what it would cost to add an all-abilities playground to the Green Valley Park. Staff has since done so and the City has received a cost estimate breakdown that would fit into our budget. The estimate consists of a playground area of about 1,600 sq. ft, 4-5 pieces of equipment, and rubberized tile for the ground surface.

After estimates were received, we brought back the preliminary design to council, which at that time council directed us to move forward with the design and construction of the all-abilities playground.

At City Council on May 3rd, 2023, the council approved the engineering service contract with CFA for design of the All-Abilities Playground at Green Valley Park.

During the City Council Meeting on June 21st, 2023, the Council approved the purchase of the playground equipment and the rubberized tile for a total amount of $62,983.35. Those items have since been ordered and are scheduled to arrive November 2023.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338 Public Works

FINANCIAL IMPLICATIONS:

The funding for the All-Abilities Park project was budgeted for the current fiscal year 2022/2023. The funding is part of the RCT budget. Total approved amount is $200,000 for design, construction, and equipment.

ATTACHMENTS:

1. 2023.10.04 Contractor Agreement GVAAP Garden Shop Nursery Landscaping
2. Green Valley Park Letter of Recommendation
3. PWP-LY-2023-443 BID TAB

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

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

Garden Shop Nursery Landscaping ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The Work generally includes but is not limited to: installing concrete and playground equipment for Green Valley All-Abilities Park.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Green Valley All-Abilities Playground.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **CFA, Inc.**

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **30** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **40** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

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

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

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

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

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

6.03 *Final Payment*

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

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 4, inclusive).
4. Other bonds. None
5. General Conditions (pages 1 to 66, inclusive).
6. Supplementary Conditions (pages 1 to 12, inclusive).
7. 2021 Prevailing Wage Rates: Northern Nevada Rural Counties
8. Provisions of Nevada Revised Statute Chapter 338 (00521)
9. City of Fernley Division of Safety Form (00522)
10. Specifications as listed in the table of contents of the Project Manual including Appendix A.
11. Drawings (not attached but incorporated by reference).
12. Addenda (numbers 1 of 1, inclusive).
13. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (00410-1 thru 6, 00440-1 thru 2, and 00450-1 thru 3)
14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

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

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

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

10.06 *Other Provisions*

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

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

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

This Agreement will be effective on ______________________________ (which is the Effective Date of the Contract).

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

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS
EST. 1981

MEMO

PROJECT NO.:	DATE:
21059.01	09/18/2023

To: Kari Weitzel (via: KWeitzel@CityofFernley.org)
CC: Kathleen Meyer (via: KMeyer@CFAReno.com)
From: Ian Meyer (via: IMeyer@CFAReno.com)
Project Name: Green Valley Park All Abilities Playground
Subject: PWP LY-2023-443 Green Valley Park All Abilities Playground Bid Opening – Recommendation of Award

Kari,

Following the bid opening for PWP LY-2023-443 Green Valley Park All Abilities Playground on September 18, 2023, and based on the bids received from qualified bidders, it is the recommendation from CFA that the project be awarded based on low bid to Garden Shop Nursery Landscaping Division, Inc in the amount of $76,749.79.

Thank you,

Ian Meyer

Ian Meyer, E.I.

GREEN VALLEY PARK ALL ABILITIES PLAYGROUND
CITY OF FERNLEY
PWP-LY-2023-443

ENGINEER'S ESTIMATE						Garden Shop Nursery Landscaping Division, Inc		M4 Engineering LLC		West Coast Paving Inc.		MNW Construction	
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	1	LS	$20,000.00	$ 20,000.00	$4,500.00	$4,500.00	$ 2,530.00	$ 2,530.00	$ 4,500.00	$ 4,500.00	$ 22,800.00	$ 22,800.00
2	Install PCC Sidewalk	81	SF	$17.00	$ 1,377.00	$ 34.34	$ 2,781.71	$ 110.16	$ 8,922.96	$ 49.00	$ 3,969.00	$ 50.00	$ 4,050.00
3	Install PCC Median Curb	155	LF	$40.00	$ 6,200.00	$ 40.13	$ 6,219.51	$ 105.06	$ 16,284.30	$ 71.00	$ 11,005.00	$ 57.00	$ 8,835.00
4	Install Miracle Playground Equipment	1	LS	$20,000.00	$ 20,000.00	$ 18,374.53	$ 18,374.53	$ 37,647.36	$ 37,647.36	$ 20,000.00	$ 20,000.00	$ 8,200.00	$ 8,200.00
5	Intall French Drain w/ 4" ADS Perforated Drainpipe	134	LF	$150.00	$ 20,100.00	$ 49.95	$ 6,693.19	$ 40.41	$ 5,414.94	$ 67.00	$ 8,978.00	$ 41.00	$ 5,494.00
6	Install 6" Storm Drain Pipe	47	LF	$200.00	$ 9,400.00	$ 37.58	$ 1,766.37	$ 106.86	$ 5,022.42	$ 185.00	$ 8,695.00	$ 89.00	$ 4,183.00
7	Subgrade preparation, layout, base installation and compaction	1600	SF	$3.50	$ 5,600.00	$ 16.29	$ 26,056.46	$ 6.18	$ 9,888.00	$ 7.50	$ 12,000.00	$ 10.50	$ 16,800.00
8	Outlet Protection	1	LS	$3,000.00	$ 3,000.00	$ 358.02	$ 358.02	$ 2,316.07	$ 2,316.07	$ 4,856.00	$ 4,856.00	$ 1,560.00	$ 1,560.00
9*	Force Account	1	FA	$10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
				TOTAL	$ 95,677.00		$76,749.79		$ 98,026.05		$ 84,003.00		$ 81,922.00

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: October 4, 2023

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

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

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to award a contract for engineering and inspection services for the FY 23/24 PMP Maintenance Project to Lumos and Associates, Inc. in the amount not to exceed $207,900

AGENDA ITEM BRIEF:

This project will complete maintenance treatments for streets that have been selected by staff using key parameters of the City of Fernley Pavement Management Program, Resolution #2015-008, adopted September 16, 2015.

RECOMMENDED MOTION:

"I move to award a contract for engineering and inspection services for the FY 23/24 PMP Maintenance Project to Lumos and Associates, Inc. in an amount not to exceed $207,900."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. City Council may award the proposed Contract for Engineering Services to Lumos and Associates, Inc.
2. City Council may reject the proposed Contract and provide additional direction to the City Manager.

BACKGROUND:

The Pavement Management Program (PMP) Policy, was adopted by the City Council on September 16, 2015, through Resolution #2015-008. The PMP provides direction to staff regarding effective planning of pavement preservation projects, with the intent of maximizing the lifespan of the City's Street Network in an efficient and consistent manner, while ensuring applicable stakeholders understand the project selection process.

The annual slurry project associated with the City's PMP applies to street sections within the network that have been identified as candidates to receive preventative maintenance treatments. Eight (8) preventative maintenance treatment projects have been completed since project implementation in 2016. Over this 8-year period, it is estimated that the City has completed preventative maintenance treatments on approximately 55% of the City's total paved Network; approximately 60% of total Pavement Management Sections are eligible for preventative maintenance as defined per the 2015 PMP Policy.

PROJECT SUMMARY:

The proposed Contract with Lumos and Associates, Inc. includes Engineering Design and Construction Management Services to complete the City of Fernley's FY 23/24 PMP Maintenance Project.

This project will complete maintenance treatments for streets that have been selected by staff using key parameters of the City of Fernley Pavement Management Program, Resolution #2015-008, adopted September 16, 2015.

The FY 23/24 PMP Maintenance Project will consider application of appropriate maintenance treatments for Ponderosa and Green Valley subdivisions. The streets within the proposed FY 23/24 Project area have not been previously slurried.

The proposed Scope of Work (Attachment A to the City of Fernley Standard Contract for Engineering Services, Lumos and Associates, Inc.), includes but is not limited to: Bidding Services, construction administration, construction inspection,meterals testing and public outreach.

This project is tentatively scheduled to bid Spring 2024.

Lumos and Associates, Inc. was selected from the City's 2018-2020 Qualified Professionals List: Street Rehabilitation and Reconstruction, Land Surveying, Hydrology and Hydraulics, Construction Inspection and Materials Testing Service Categories. Lumos has assisted many agencies in Northern Nevada with Engineering Design and Construction Management Services for similar pavement maintenance projects. Lumos will be preparing plans, specifications and estimates for the project, and will provide Construction Management (CM) Services during construction.

RELEVANT LAWS, STATUTES, AND REGULATIONS:
Nevada Statutes

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

Policy & Procedure Reference

- City of Fernley Pavement Management Program Policy, adopted by Fernley City Council September 16, 2015 through Resolution #2015-008
- The City of Fernley Transportation Master Plan (TMP), adopted by Fernley City Council July 01, 2020 through Resolution #20-014

FINANCIAL IMPLICATIONS:

The funding for FY23/24 PMP project was budgeted for the current fiscal year 2023/2024. The funding is part of the general fund budget. The total approved amount for design is $310,000 and $1,610,000 for construction.

ATTACHMENTS:

1. 2023.10.04 Lumos Contract Prof. Services (FY24 PMP)
2. Attachment A - Lumos SOW FY24 PMP

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 4th day of October 2023, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Lumos & Associates, Inc. whose address is 9222 Prototype Dr. Reno, Nv 89521 ("Contractor").

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

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

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

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

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

2. <u>CONTRACTOR'S SERVICES</u>:

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as <u>Attachment A</u> and incorporated herein by this reference.

2. **Attachment B:** Fee Schedule

3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in <u>Attachment C</u>. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in <u>Attachment D</u>. Any

changes to the project team must be approved in writing by the City's Project Manager.

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

c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

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

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.

b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.

c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services:	$ 207,900
Subtotal OPTIONAL Professional Services: (Task X.X)	$
Total NTE Amount (Including OPTIONAL Services)	$

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

If to the City:	City Manager City of Fernley 595 Silverlace Blvd. Fernley, NV 89408
If to Contractor:	Steven G. Moon, P.E. Lumos and Associates 9222 Prototype Dr. Reno, NV 89521

4. INSPECTION & AUDIT:

a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

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

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

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

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

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

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

   iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and

iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

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

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

10. **<u>INDEMNIFICATION</u>:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

    a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

    b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

    c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

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

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

CTR

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

2. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF CTR

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

i. Retroactive date: Prior to commencement of the performance of this Contract

ii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements**.

i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.

ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

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

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by

Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

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

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

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

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

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

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

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

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

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

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

27. **<u>MODIFICATION; NO WAIVER</u>:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF FERNLEY

____
Mayor, City of Fernley Date

____
City Clerk, City of Fernley Date

Approved as to form:

____
City Attorney, City of Fernley Date

Originating Department:

____
Department Head Date

CONTRACT

A Contract For Design Professional Services

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

CONTRACTOR
BY:
TITLE:
FIRM:
BUSINESS LICENSE #:
Address: 3
City: C 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: _______________

ATTACHMENT A
SCOPE OF WORK

Carson City • Fallon • Lake Tahoe • Reno
www.LumosInc.com

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

September 15, 2023

Kari Weitzel, Project Manager
City of Fernley-Engineering Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

Attachment A – Scope of Work
FY 23/24 PMP Maintenance Project

Dear Kari:

Lumos & Associates, Inc. is pleased to provide you with this scope of work for design and construction services for the FY 23/24 PMP Maintenance Project.

Project Understanding

The proposed project will include pavement maintenance and repair of various streets maintained by the City of Fernley, replacement of pavement markings and striping, and potentially minor drainage improvements. Anticipated streets/subdivisions to be evaluated for inclusion in this project include Green Valley Ranch and Ponderosa subdivisions.

The anticipated schedule is to bid the project in the mid to late January timeframe to allow construction to commence in Spring 2024.

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

Project Scope

Task 1 – FY 23/24 PMP Design and Bidding Services

Provide design and bidding services as follows:

Task 1A – ENGR Design Services

Task 1.A.1 - Investigate Existing Conditions:

Verification of the existing conditions of the roadways proposed for surface treatment (list provided by the City of Fernley). Verification shall include:

- Assessment of each roadway section and verification that the roadway meets the criteria for a surface treatment
- Identify locations needing asphalt patching
- Identify locations needing crack sealing
- Recommendation of slurry required (ie, Type 2, Type 3, Micro, Double Micro, Cape Seals, fog seals, etc.)
- Verification of existing striping conditions

Task 1.A.2 - Design Services – Survey/Data Collection/Layout/Bid Documents

- Mapping of the proposed slurry streets which will include GPS of the roadway areas, islands, striping, utility valves and manholes using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft.
- AUTOCAD drawings of the proposed slurry streets showing areas to be slurried including slurry limits, and locations of existing utility valves and manholes. Electronic copies to be provided.
    - Deliverables
        - Preliminary (30%): PDF map of preliminary candidates and engineer's estimate
        - 90%: PDF of project plans, contract documents, and engineer's estimate
        - Issued for Bid (IFB): PDF of project plans, contract documents, and engineer's estimate. PDF of Sheet Index/Vicinity Maps extracted from the IFB Plans. IFB Contract Documents in Microsoft Word Format. IFB ENGR Estimate of Probable Cost in Excel format. (1) bound hard copy of 11"x17" project plans.
- Slurry quantities for each street identified for preventative maintenance treatment.
- Verification of existing striping, including striping quantities for each street identified for preventative maintenance treatment and/or included for restriping as directed by the City.
- Evaluate and include red curb quantities on striping plans throughout project area (including striping only areas) at ped ramps, hydrants, and additional areas as required.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents utilizing current EJCDC templates as provided by the City.
- Evaluate modifications to standard technical specifications and bid item clarifications.
- As Built and AutoCAD files shall be submitted to the City at project close-out.

Task 1B - Bidding Services

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

Task 2 – FY 23/24 PMP Construction Services

Provide construction services as follows:

Task 2A - Construction Administration

- Attend, prepare agenda(s) and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Preparation of traffic control plans by an ATSSA certified Traffic Control Supervisor (TCS) for submittal of NDOT Temporary Encroachment Permit Applications (if required)
- Review and stamp contractor's submittals for conformance to the contract documents
- Review and provide recommendations on test results. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Review and provide recommendations on contractor's construction schedule and work progress
- Provide weekly schedule maps in PDF format to the City.
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide review of contractor's weekly certified payroll reports and apprenticeship utilization
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Respond to contractor requests for information (RFI). Responses will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Assist in change order review and approval. Change Orders will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)
- Provide an evaluation of surface treatments placed during the FY 22/23 PMP Maintenance project prior to the expiration of the warranty period and provide recommendations and associated inspections for any corrective actions required.

Task 2B - Construction Inspection

Task 2.B.1 - Inspection – Pavement Patching

The following staffing shall be provided during asphalt pavement patching:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, ten (10) hour workdays for 10 shifts of pavement patching. We anticipate a total of 100 inspection hours.

Task 2.B.2 - Inspection – Crack Seal Placement

The following staffing shall be provided during crack seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one part time inspector, three (3) hour workdays for 20 shifts. We anticipate a total of 60 inspection hours.

Task 2.B.3 - Inspection – Slurry Seal Placement

Slurry seal inspection will include removal of existing striping prior to placement of slurry seal, verification of traffic control and verification of slurry seal placement. Staffing shall include:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for 18 shifts. We anticipate a total of 180 inspection hours.

Task 2.B.4 - Inspection – Striping

Striping inspection will include striping placement after slurry seal has been placed. Staffing shall include:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one (1) part time inspector, for four (4) hours per day for 10 shifts for striping placement. We anticipate a total of 40 inspection hours.

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the city of Fernley, and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the City
- Assist in preparation of the Punch List

Task 2C - Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, 2012 Edition, Revision 8 (Orange Book) testing requirements.

The following test and frequencies are anticipated:

- Provide Aggregate testing. Aggregate testing will be conducted at the beginning of the project for each aggregate source. Testing may include: Sieve Analysis, Durability, Cleanness Value, and Sand Equivalent. We anticipate six (6) samples for testing.
- Provide Emulsion testing. Emulsion testing will be completed in-house for Residue by Evaporation, Ring and Ball Softening Point, and/or Rotational Paddle Viscosity as per the specified test method. Testing frequency shall be six (6) samples for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Four (4) hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Twelve (12) – asphalt cores are anticipated. Test reports will also include percent compaction.
- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, and fabrications of Compressive Strength Specimens. One (1) field sample and six (6) compressive strength tests are anticipated.

Task 3 – Public Outreach

Task 3A – Public Outreach & Resident Coordination

- Provide public outreach services such as website updates and resident coordination as requested by the City.

Task 3B – Public Notification Improvements (OPTIONAL)

- Creation of an updated public notification flyer to include summarized project information and a QR code for more detailed information. If possible, collect data detailing traffic that is routed to the website/form utilizing the QR code. This task may or may not be used at the sole discretion of the City of Fernley.

Task 4: Project Contingency (OPTIONAL)

As requested by the City of Fernley, Consultant will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City. If Consultant determines it is necessary to perform work to be paid from this task, Consultant will prepare and submit a written request detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the City Project Manager's prior written approval.

Fee Summary

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

Task	Description		Fee
Task 1	FY 23/24 PMP Design and Bidding Services		
	1A-1 - Investigate Existing Conditions		$25,600
	1A-2 - Design, Survey, Data Collection, Layout, Bid Docs		$47,900
	1B - Bidding Services		$7,000
Task 2	FY 23/24 PMP Construction Services		
	2A - Administration		$30,100
	2B-1 - Inspection (Pavement Patching)		$16,200
	2B-2 - Inspection (Crack Seal Placement)		$9,700
	2B-3 - Inspection (Slurry Seal Placement)		$29,200
	2B-4 - Inspection (Striping Placement)		$6,000
	2C - Materials Testing		$16,900
Task 3	Public Oureach		
	3A - Public Outreach & Resident Coordination		$5,100
	3B - Public Notification Improvements (OPTIONAL)		$2,200
Task 4	Project Contingency (OPTIONAL)		$12,000
		Total:	$207,900

Tasks 1 through 4 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this scope of work as necessary. If this scope of work is acceptable, please provide the City's contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this scope of work.

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

Sincerely,

Brian Harer
Senior Project Manager
Construction Division

Steven G. Moon, P.E.
Director
Construction Division

ATTACHMENT B-1 - FEE SCHEDULE

LUMOS & ASSOCIATES

CITY OF FERNLEY **FY 23/24 PMP MAINTENANCE PROJECT**															**LA23.837** **9/15/2023**
BUDGET ESTIMATE															
FEE	$265	$220	$220	$170	$130	$220	$140	$220	$120	$90	MATERIALS TESTING	REIMBURSABLE EXPENSES	AERIAL SUB-CONSULTANT	**TOTAL (ROUNDED)**	
ROLE	QA/QC	DESIGN / PM	DESIGN/ OVERSIGHT	PROJECT COORDINATOR	CONST TECH III	SURVEY MANAGER	SENIOR INSPECTOR	MATERIALS ENGINEER	MATERIALS TECH III	SUPPORT/ CLERICAL					
TASK	S. MOON	B.HARER	A. GREENBLAT	C. LILLO/ M. BARTORELLI	M. WIMBERLY	D. COOK	M. GLENN	M. BURNS	Z. LIM	M. GOODMAN					
1 - FY 23/24 PMP: Design & Bidding Services															
1A - ENGR Design Services															
1A-1 - Investigate Existing Conditions															
Sub Total Hrs.		40					120							**TASK 1A-1**	**160**
Sub Total $		$8,800					$16,800								**$25,600**
1A-2 -Design Services															
Sub Total Hrs.	2	24	4	20	135	2	120							**TASK 1A-2**	**307**
Sub Total $	$530	$5,280	$880	$3,400	$17,550	$440	$16,800						$3,000		**$47,900**
1B - Bidding Services															
Sub Total Hrs.	2	16								16				**TASK 1B**	**34**
Sub Total $	$530	$3,520								$1,440		$1,500			**$7,000**
TASK 1 SUB-TOTAL HOURS	**4**	**80**	**4**	**20**	**135**	**2**	**240**	**-**	**-**	**16**	**-**	**-**	**-**	**TOTAL**	**501**
TASK 1 SUB-TOTAL FEE	**$ 1,060**	**$ 17,600**	**$ 880**	**$ 3,400**	**$ 17,550**	**$ 440**	**$ 33,600**	**$ -**	**$ -**	**$ 1,440**	**$ -**	**$ 1,500**	**$ 3,000**	**(ROUNDED)**	**$ 80,500**
2 - FY 23/24 PMP: Construction Services															
2A - Construction Administration															
Sub Total Hrs.	2	90	8				24	8		32				**TASK 2A**	**164**
Sub Total $	$530	$19,800	$1,760				$3,360	$1,760		$2,880					**$30,100**
2B - Construction Inspection															
2B-1 - Inspection (Pavement Patching)															
Sub Total Hrs.		10					100							**TASK 2B-1**	**110**
Sub Total $		$2,200					$14,000								**$16,200**
2B-2 - Inspection (Crack Seal Placement)															
Sub Total Hrs.		6					60							**TASK 2B-2**	**66**
Sub Total $		$1,320					$8,400								**$9,700**
2B-3 - Inspection (Slurry Seal Placement)															
Sub Total Hrs.		18					180							**TASK 2B-3**	**198**
Sub Total $		$3,960					$25,200								**$29,200**
2B-4 - Inspection (Striping)															
Sub Total Hrs.		2					40							**TASK 2B-4**	**42**
Sub Total $		$440					$5,600								**$6,000**
2C - Materials Testing															
Sub Total Hrs.		7						7	30					**TASK 2C**	**44**
Sub Total $		$1,540						$1,540	$3,600		$10,240				**$16,900**
TASK 2 SUB-TOTAL HOURS	**2**	**133**	**8**	**-**	**-**	**-**	**404**	**15**	**30**	**32**	**-**	**-**	**-**	**TOTAL**	**624**
TASK 2 SUB-TOTAL FEE	**$ 530**	**$ 29,260**	**$ 1,760**	**$ -**	**$ -**	**$ -**	**$ 56,560**	**$ 3,300**	**$ 3,600**	**$ 2,880**	**$ 10,240**	**$ -**	**$ -**	**(ROUNDED)**	**$ 108,100**
3 - Public Outreach															
3A - Public Outreach & Resident Coordination															
Sub Total Hrs.		10		5	5		10							**TASK 3A**	**30**
Sub Total $		$2,200		$850	$650		$1,400								**$5,100**
3B - Public Notification Improvements (OPTIONAL)															
Sub Total Hrs.		4			10									**TASK 3B**	**14**
Sub Total $		$880			$1,300										**$2,200**
TASK 3 SUB-TOTAL HOURS	**-**	**14**	**-**	**5**	**15**	**-**	**10**	**-**	**-**	**-**	**-**	**-**	**-**	**TOTAL**	**44**
TASK 3 SUB-TOTAL FEE	**$ -**	**$ 3,080**	**$ -**	**$ 850**	**$ 1,950**	**$ -**	**$ 1,400**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**(ROUNDED)**	**$ 7,300**
4 - FY 23/24 PMP: Project Contingency (OPTIONAL)															
TASK 4 SUB-TOTAL FEE (OPTIONAL):														**TOTAL**	**$ 12,000**
PROJECT TOTAL HOURS	**6**	**227**	**12**	**25**	**150**	**2**	**654**	**15**	**30**	**48**	**-**	**-**	**-**	**TOTAL**	**1,169**
PROJECT TOTAL FEE	**$ 1,590**	**$ 49,940**	**$ 2,640**	**$ 4,250**	**$ 19,500**	**$ 440**	**$ 91,560**	**$ 3,300**	**$ 3,600**	**$ 4,320**	**$ 10,240**	**$ 1,500**	**$ 3,000**	**(ROUNDED)**	**$ 207,900**

ATTACHMENT B-2
FEE SCHEDULE

FY 23/24 PMP Materials Testing Summary (Task 2C):

Slurry Aggregates

Test	Unit Cost	# of Tests	Total
Sieve Analysis	$ 200.00	4.00	$ 800.00
Sand Equivalent	$ 200.00	4.00	$ 800.00
Durability Index	$ 250.00	4.00	$ 1,000.00
			$ 2,600.00

Chip Seal Aggregates

Test	Unit Cost	# of Tests	Total
Sieve Analysis	$ 200.00	2.00	$ 400.00
Cleanness Value	$ 250.00	2.00	$ 500.00
			$ 900.00

Emulsified Asphalt

Test	Unit Cost	# of Tests	Total
Rotational Paddle Viscosity	$ 500.00	2.00	$ 1,000.00
% Residue / Ring & Ball Softening Point	$ 400.00	4.00	$ 1,600.00
			$ 2,600.00

Asphalt Concrete

Test	Unit Cost	# of Tests	Total
Asphalt Concrete Series (Marshall)	$ 675.00	4.00	$ 2,700.00
Ignition Oven Correction	$ 300.00	1.00	$ 300.00
Asphalt Concrete Core Specific Gravity/Unit Weight	$ 75.00	12.00	$ 900.00
			$ 3,900.00

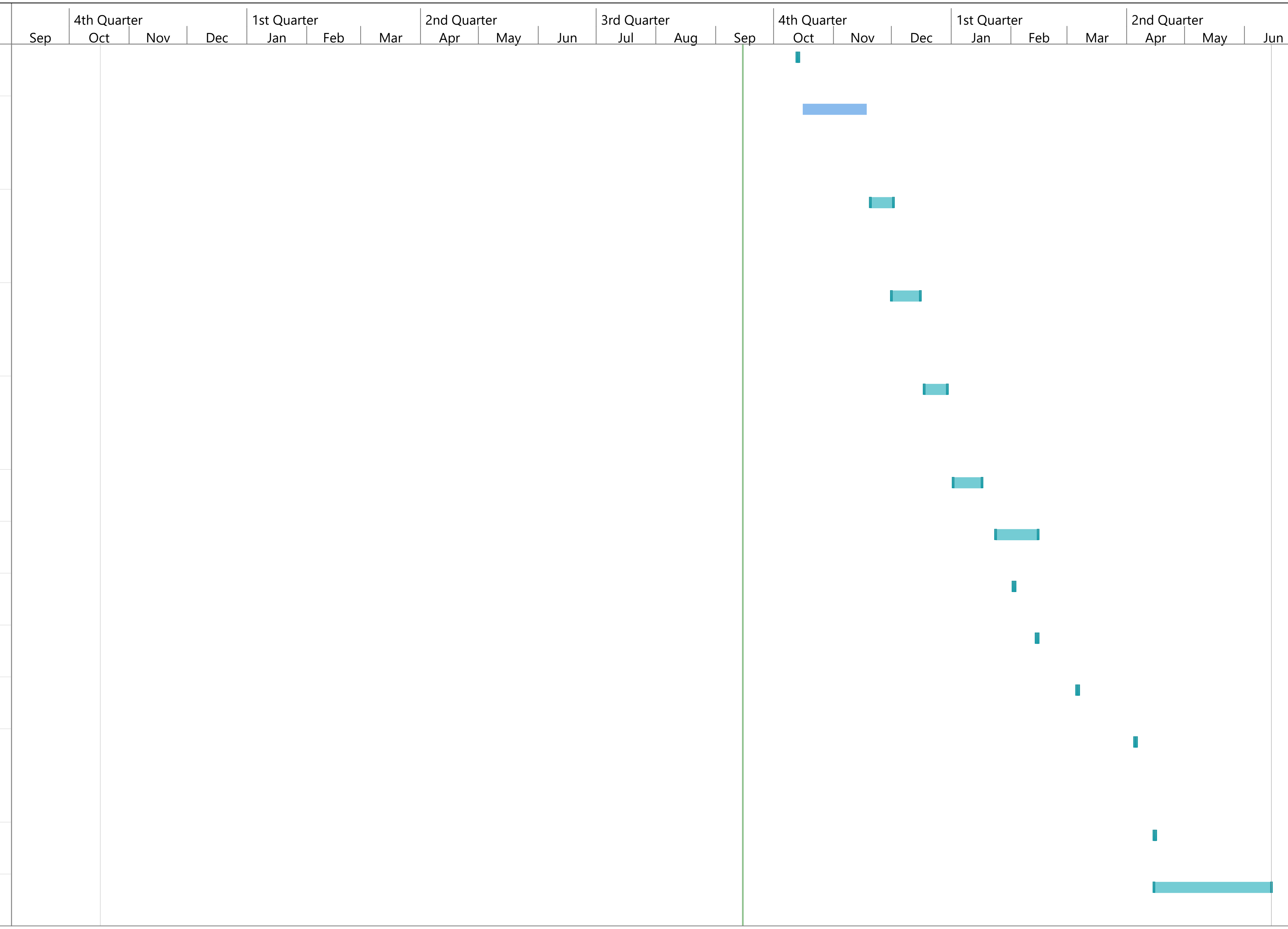
Portland Cement Concrete

Test	Unit Cost	# of Tests	Total
Compression - Concrete Cylinder	$ 40.00	6.00	$ 240.00
			$ 240.00

FY 22/23 PMP Laboratory Testing Total (Task 2C): *$ 10,240.00*

ATTACHMENT C
SCHEDULE OF SERVICES

ID	Task Name	Duration	Start	Finish
1	Project Kick-Off	1 day	Fri 10/13/23	Fri 10/13/23
2	Complete Field Evaluations & GPS Survey	25 days	Mon 10/16/23	Fri 11/17/23
3	Submit 90% Plans & Project Specifications to City	2 wks	Mon 11/20/23	Fri 12/1/23
4	City Review Comments / Review Meeting (2 Weeks)	2.2 wks	Fri 12/1/23	Fri 12/15/23
5	Submit Final Plans and Specifications to City	2 wks	Mon 12/18/23	Fri 12/29/23
6	City Review Comments	2.2 wks	Tue 1/2/24	Tue 1/16/24
7	Advertise for Bids	3.2 wks	Wed 1/24/24	Wed 2/14/24
8	Pre-Bid Conference	1 day	Fri 2/2/24	Fri 2/2/24
9	Open Bids	1 day	Wed 2/14/24	Wed 2/14/24
10	City Council Award	1 day	Wed 3/6/24	Wed 3/6/24
11	Pre-Construction Conference	1 day	Fri 4/5/24	Fri 4/5/24
12	Notice to Proceed	1 day	Mon 4/15/24	Mon 4/15/24
13	Construction	45 days	Mon 4/15/24	Fri 6/14/24



Project: FY 23/24 PMP MAINTENANCE PROJECT
Date: 9/15/2023

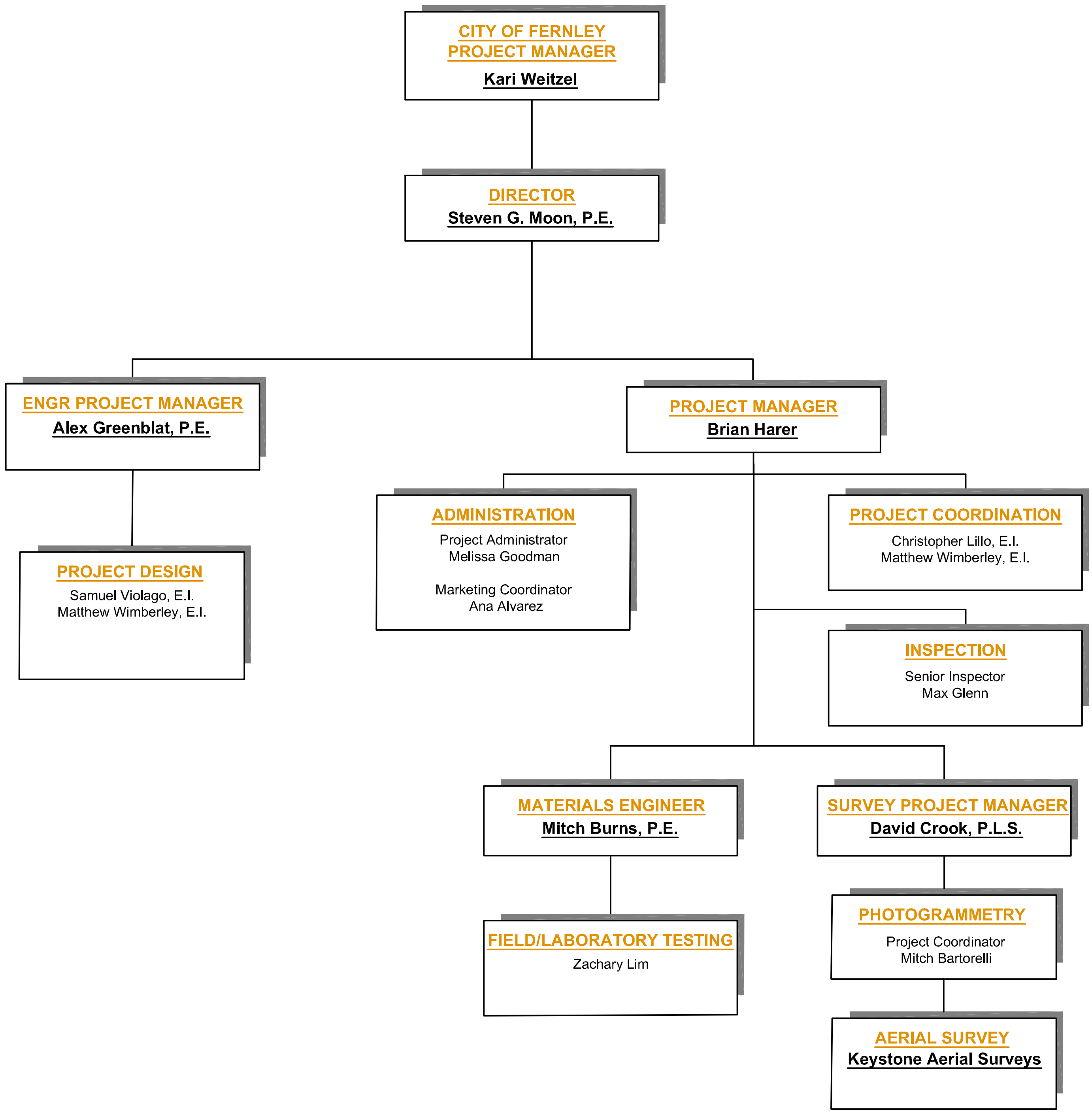
Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

CITY OF FERNLEY
FY 23/24 PMP MAINT. PROJECT

ATTACHMENT D
PROJECT TEAM

JOB# LA23.837
DATE: 9/15/2023

FY 23/24 PMP MAINTENANCE PROJECT
PROJECT TEAM



CITY OF FERNLEY

City Council

AGENDA REPORT

Meeting Date: October 4, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Olivia John, Deputy Public Works Director**

FINANCIAL IMPACT:		CURRENTLY BUDGETED:		FUND/ACCOUNT:
Yes:x	No:	Yes:x	No:	100-475-730

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1), Ford F-650SD with a 5-yard dump body from Big Valley Ford Lincoln for the City of Fernley's Streets Department for an amount not to exceed $107,835.00.

AGENDA ITEM BRIEF:

This purchase was approved by Council during the FY 23/24 budget process. If approved, this equipment will be assigned to the Streets Department to be utilized in the day-to-day repair and maintenance operations of the City's streets and storm drains.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1), Ford F-650SD with a 5-yard dump body from Big Valley Ford Lincoln for the City of Fernley's Streets Department for an amount not to exceed $107,835.00."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

This purchase was approved by Council during the FY 23/24 budget process.

Per City of Fernley policy, any purchase in excess of $25,000 requires that two quotes are received and reviewed by City Council for final approval. City staff received three price quotes for this budgeted item.

The requested dump body truck was not located within Nevada for purchase, so quotes were collected out-of-state. Three trucks were found within the approved price range which included the required specifications required by the Streets Department. The trucks are new vehicles and will not have to be manufactured; therefore, there will not be production issues or delays associated with this purchase like what we have experienced in the past. The truck chosen was the best priced of the three considered for purchase.

Big Valley Ford Lincoln will oversee delivery of this truck for the City of Fernley.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.039, NRS 332.195

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 100-475-730 within the Streets Department portion of the FY 23/24 Budget.

ATTACHMENTS:

1. Big Valley Ford - City of Fernley SFleet Reta23091512490
2. Mission Valley Ford - City of Fernley 2023 F650 5-7 Yard Dump PDF08947
3. LIVERMORE FORD - CITY OF FERNLEY F650 DUMP QUOTE
4. 2023 F650 5-7 Yard Dump Spec Sheet

```
SEP 15, 2023  DEAL REVIEW                    Store 01 FANDI01   924/6648  4770
--------------------------------------------------------------------------------
 BIG VALLEY FORD LINCOLN                        F&I MGR:
 BUYER:                                                        DEAL #:  134926
 STOCK #:  W1477     2023 FORD TRUCK      F650 REG CAB 1FDNF6DE4PDF12503

 TOTAL PRICE     107750.00 TOTAL TRADE          0.00     TRUTH IN LENDING
 WARR PREMIUM         0.00 TOTAL PAYOFF         0.00 -------------------------
 AFTMKT PREM          0.00 TOT NET TRADE        0.00 APR   0.00 %
 TOTAL FEES          85.00 TOTAL CASH           0.00 AMT FINANCED    107835.00
 TOTAL TAXES          0.00 TOTAL REBATES        0.00 FINANCE CHARGE       0.00
                           ------------------------- TOTAL OF PYMTS  107835.00
 GROSS PRICE     107835.00 TOTAL DOWN           0.00 TOTAL DOWN           0.00
 TOTAL DOWN           0.00                           DEF PYMT PRICE  107835.00
                           DEAL DATE      09/15/2023 -------------------------
 DEC LIFE PREM        0.00 1ST PYMT DATE  10/15/2023
 LEV LIFE PREM        0.00 LST PYMT DATE  10/15/2023 DEFERRED PAYMENT
 A&H PREMIUM          0.00 TERM                    1            DUE
 IUI PREMIUM          0.00 PAYMENT         107835.00            DUE
 -------------------------    IRREG PMTS                        DUE
 AMOUNT FIN      107835.00 FINAL PAYMENT        0.00

                           FORD MOTOR CREDIT COMPANY
 PRINTER OUTPUT (Y/N)  N
```

Doug Sabke
Big Valley Ford
209 607-0685

DEALER 72C402

		Suggested Retail Price	
	F65F REGULAR CAB DOCK HGT	73590	00
	158" WHEELBASE	NC	
	2023 MODEL YEAR		
YZ	OXFORD WHITE		
1E	STEEL GRAY VINYL 30/70		
	PREFERRED EQUIPMENT PKG.600A		
	.FRAME RAILS 12.64 S/M 50K PSI		
	.FRONT AXLE - 8.5K CAPACITY		
	.FRONT SUSPENSION - 8.5K CAP		
	.SINGLE, 17.5K CAP OPEN		
	.RR WH 22.5X8.25 10H PT STL DS		
	.FUEL TANK - 50 GALS ALUMINUM		
	.REAR SEAT DELETE		
	.AM/FM RADIO W/CLOCK		
	.AUXILIARY SWITCH (4)		
	.FT WH 22.5X8.25 10H PWD CT DS		
99E	6.7L POWER STROKE DSL 300 HP	1995	00
	.6 SPEED AUTO TRANS DSL		
T2B	GDYR 11R22.5G FUEL MAX RSA	NC	
X6D	6.50 AXLE RATIO	NC	
	RAW MATERIALS SURCHARGE	NC	
17W	WI-FI 4G LTE HOTSPOT DELETE	20	00-
21A	PRE DELIVERY INSPECTION	NC	
314	SHIP-THRU MANNING	NC	
54J	XL2020 MANUAL BLACK 102"	30	00
55M	JUMP START STUD	90	00
59C	BODY BUILDER WIRING	135	00
765	CHROME FRONT BUMPER	490	00
86C	CHROME GRILLE	245	00
1	30/70 FIXED DR/PASS VINYL	350	00
90A	INTERIOR APPEARANCE GROUP	735	00
90P	POWER EQUIPMENT GROUP	NC	
425	50 STATE EMISSIONS	NC	
	DISCOUNTED EQUIPMENT		
	GDYR 11R22.5G FUEL MAX RSA	NC	
	TOTAL OPTIONS/OTHER	4050	00
	TOTAL VEHICLE & OPTIONS/OTHER	77640	00
	DESTINATION & DELIVERY	2095	00
	TOTAL FOR VEHICLE	79735	00
	FUEL CHARGE		
	SHIPPING WEIGHT 10278 LBS.		
	TOTAL	79735	00

W1477

Scelzi Enterprises, Inc.
Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

W1477

Invoice

Date	Invoice #
1/9/2023	241232

Bill To	Ship To
BIG VALLEY FORD P.O. BOX 690398 STOCKTON, CA 95269	WILL CALL

P.O. Number	Terms	Rep	Delivery Date	Via	F.O.B.	Work Order
370696	Net 10/PO#	RD/JP	1/9/2023	WILL CALL	ORIGIN	241232

Model	5/7 YARD DUMP	Serial	012376397	VIN	PDF12503 P	Attn	DANIEL BENNETT

Qty	Item Code	Description	Price Each	Amount
0	Body Info	Body Info: - Model: 5/7 YARD DUMP - Serial Number: 012376397 - Key Number: W55 - Key Qty: 4.00 - Finish: Painted - Color: YZ - White	0.00	0.00
0	Chassis Info	Chassis Info: - VIN: 1FDNF6DE4PDF12503	0.00	0.00
1	5/7 YARD DUMP	DUMP BODY: 10' LONG X 86" WIDE INSIDE X 24" SIDES X 32" TAILGATE X 36-40 BULKHEAD 3/16" HIGH TENSILE FLOOR WITH BEVELED SIDE CORNERS 10 GA HI-TENSILE BULKHEAD 2 ROWS HORIZONTAL CORRUGATION 3/16 HI-TENSILE 6 PANEL TAILGATE DOUBLE ACTING ALL HD HARDWARE 10 GA HI-TEN SIDES	0	

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY) WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of $5.00 per day for storage - after 30 days will be sold

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.
Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.
As the purchaser, I agree to the terms and conditions herein.

Total

Payments/Credits

Balance Due

PLEASE PAY FROM THIS INVOICE NO STATEMENT WILL BE RENDERED.

By_______________________________

Scelzi Enterprises, Inc.
Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

W1477

Invoice

Date	Invoice #
1/9/2023	241232

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BIG VALLEY FORD P.O. BOX 690398 STOCKTON, CA 95269	WILL CALL

P.O. Number	Terms	Rep	Delivery Date	Via	F.O.B.	Work Order
370696	Net 10/PO#	RD/JP	1/9/2023	WILL CALL	ORIGIN	241232

Model	5/7 YARD DUMP	Serial	012376397	VIN	PDF12503 P	Attn	DANIEL BENNETT

Qty	Item Code	Description	Price Each	Amount
		4 FLANGE BOXES TOP RAIL ON SIDES DOUBLE WALL CONSTRUCTION SLOPED RUNNING BOARDS FULL DEPTH REAR CORNER POST 4" CHANNEL CROSSBARS ON 12" CENTERS 6" CHANNEL LONGS 1/4 SIZE CAB SHIELD 8 X 3/16 HIGH TENSILE SPREADER APRON LED LIGHT KIT OVAL STOP AND TURN MUD FLAPS REAR HINGED MANUALLY OPERATED TAILGATE LOCKS SCELZI SEMI-AUTOMATIC TARP SYSTEM WITH BLACK MESH TARP BACKUP ALARM REQUIRED ON ALL DUMPS STANDARD IS ECCO 510 SCELZI CS720DA SUB FRAME UNDERBODY HOIST CLASS 50 CAPACITY AT 12" OVERHANG FULL STEEL SUB-FRAME DOUBLE ACTING POWER UP DOWN PTO AND DIRECT MOUNT PUMP OIL TANK WITH 8S-B SOLENOID OPERATED VALVE LED BODY RAISED WARNING LIGHT BODY PROP		

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY) WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of $5.00 per day for storage - after 30 days will be sold

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As the purchaser, I agree to the terms and conditions herein.

Total

Payments/Credits

Balance Due

PLEASE PAY FROM THIS INVOICE NO STATEMENT WILL BE RENDERED.

By____________________

Scelzi Enterprises, Inc.
Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

W1477

Invoice

Date	Invoice #
1/9/2023	241232

Bill To	Ship To
BIG VALLEY FORD P.O. BOX 690398 STOCKTON, CA 95269	WILL CALL

P.O. Number	Terms	Rep	Delivery Date	Via	F.O.B.	Work Order
370696	Net 10/PO#	RD/JP	1/9/2023	WILL CALL	ORIGIN	241232

Model	5/7 YARD DUMP	Serial	012376397	VIN	PDF12503 P	Attn	DANIEL BENNETT

Qty	Item Code	Description	Price Each	Amount
		INSIDE CAB CONTROL 1EA- CENTER DITCH GATE 3EA- SHOVEL HOLDERS ON FRONT BULKHEAD ACCESSIBLE FROM PASSENGER SIDE 1EA- 3/4 BULK PLATE WITH CLASS 5 RECEIVER INSERT PM25612 FOR COMBO PINTLE HITCH 2-5/16" BALL BH-82516 1EA- 7 WAY PRONG RV PLUG 12707 1EA- NAPA BREAK CONTROLLER 755-2081		
2	TOOL BOX	48"X18"X18" UNDERBODY TOOL BOXES FRAME MOUNTED BOTH SIDES AT FRONT	0.00	0.00
1	HAZ MAT - HW...	HAZARDOUS WASTE DISPOSAL FEE		49.00
1	WEIGHT CERTI...	WEIGHT CERTIFICATE OF COMPLETED UNIT 13,640 LBS		43.00
1	FET - NON	VEHICLE 33000 LBS OR UNDER, NOT SUBJECT TO FET GVWR 26,000	0.00	0.00
1	WILL CALL	COMPLETED UNIT TO BE PICKED UP IN FRESNO CA	0.00	0.00

MISSION VALLEY Truck Center

Quote #	**PO Box 611150, San Jose, CA 95161**	Telephone	(408) 933-2376
DF08947	**780 East Brokaw Road, San Jose, CA 95112**	Fax	(408) 436-0313

Contact:	**Olivia John**	**Email:**	ojohn@cityoffernley.org	VIN#:	1FDNF6DE9PDF08947		
Purchaser	City of Fernley	**Phone:**	775-784-9913	Stock#:	DF08947	Date:	9/18/2023
Address	***595 Silver Lace Blvd.***	City:	Fernley	State:	CA	Zip:	89408
Quantity:	1 Year: 2023 Make: FORD	Model:	F650	Miles:	325	PO Number:	

Specifications

I/We hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL PROVISIONS, attached as Sales Agreement, the following:

Wheel Base:	158	CA:		GVW: 26,000 Type: DP	Exterior Color: WHITE
Engine:	**6.7L**	**DIESEL**		Body: 5-7 YARD DUMP	Interior Color:
Trans:	AUTO				
Axle, Front:	4X2				
Axle, Rear:					
Tires:					
Wheels:	STEEL				
Brakes:	Hydraulic				
Steering:	POWER				
Fuel Tanks:					

Other Vehicle Information: See Attached

Special programs, terms and conditions listed below

408-

Order #:

D #:

Email: ojohn@cityoffernley.org

Special Equipment Included:

A/C, AM/FM/RADIO,

2023 F650 REGULAR CAB, (see specs below)

Rugby 5-7 Yard Dump (see specs below)

Legal or Lien

Legal Name:

Address:

City:

State: Zip:

Purchaser has read all of this Order and the attached Sales Agreement, Including the reference to Warranty and NO WARRANTIES OF MERCHANTABILITY OR FITNESS. The Purchaser agrees that all such provisions are part of this Order and that this Order supersedes any prior agreements and is the complete and exclusive agreement on the subject matters covered by this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order and Sales Agreement. All fees subject to change after 7/1/2012.

Trade-In	
Year Make:	
Trade Model:	
Trade Miles:	
Trade ID#:	
Trade Allowance:	0
Less payoff:	0

Down Payment	
Commercial Upfit:	0.00
Deposit:	0.00
Cash On Delivery:	0.00
Trade-In Equity:	0.00

Selling Price:		107989.64	
Doc Fee:		85.00	
Sales Tax:	**0.000%**	0.00	Tare W.
FET:			
License Reg: (est.):		0.00	
Tire Fee:	6	10.50	
Electronic Reg Fee		33.00	
Used Emsn Test Charge-Taxable		0.00	
Smog.Used Emsn Cert 4YR>		0.00	
Used Emsn Exempt 3YR<		0.00	
Extended Service Plan:		0.00	
Total Delivered Price:		108118.14	**OTD**
Total Rebate/Down:		0.00	**?**
Unpaid Balance:		***108118.14***	***108118.14***
Finance Rate OAC:			
Payment Factor:			
# of Months:		**0**	
Payment:		#NUM!	

THIS IS NOT A VALID ORDER UNTIL ACCEPTED BY MANAGEMENT

X ____________________
Purchaser

X ___Saul Perez_
Account Manager

X ____________________
Manager

Credit Approved By: ____________

Used Vehicle Warranty

The used vehicle described on this order is sold "AS IS -- WHERE IS." There are no warranties express or implied, including any implied warranty of merchantability or fitness for a particular purpose and there are no obligations or liabilities on the part of the Seller. Certification is hereby made that we have read the above terms and understand them.

X ____________________

NOTE ***in this proposal, special interest rates, rebates, & Local Taxes, are subject to change at any time***

LIVERMORE FORD

2266 Kittyhawk Rd.
Livermore, CA 94551
(925)294-7700 Main
(209)312-2124 CELL

OUOTE:
CITY OF FERNLEY
595 SILVER LACE BLVD
FERNLEY, NV 89408
(775)784-9913

DATE: 9/15/2023
REFERANCE NO. N/A
STOCK# FC36963
PO#

Remit To: Livermore Ford
Address: 2266 Kittyhawk Rd. Livermore, CA 94551

COMMENTS OR SPECIAL INSTRUCTIONS:
F650 DUMP TRUCK

INVOICE NO.	***VIN***	***YEAR***	***MAKE***	***MODEL***	***MILES***	***QUANITY***
COF91823-1	1FDNF6DE9PDF12500	*2023*	*FORD*	*F-650*	*N/A*	*1*

Purchaser has read all of this Order and the attached Sales Agreement, Including the reference to Warranty and NO WARRANTIES OF MERCHANTABILITY OR FINESS. The Purchaser agrees that all such provisions are part of the Order and that this Order supersedes any prior agreements and is the complete and exclusive agreement on the subject matter covered by the Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASERAND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order and Sales Agreement. All Fee are subject to change.

Specifications

I/We hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL PROVISIONS, attached as Sales Agreement, the following:

Wheel Base: 158"
Tires: 11R22.5
Engine: 6.7L V8 DIESEL
Brakes: HYDRAULIC
Axle, Rear:

CA: 84"
Exterior Color: White
Wheels: DRW
Axle, Front:
Fuel Tanks: Gal

GVW: 26000
Interior Color:
Trans: 6 SPD
Steering: PWR

Trade-In
Trade Year:
Trade Make:
Trade Model:
Trade ID#:
Trade Allowance:
Less payoff:

THIS IS NOT A VALID ORDER UNTIL ACCETED BY MANAGEMENT

X______________________
PURCHASER

DATE: ________________

SALESPERSON/MANAGER

X______________________

Down Payment
Cash Deposit:
Rebates:
Cash On Delivery:
Trade-In Equity:

Used Vehicle Warranty
The used vehicle described on this order is sold "AS IS – WHERE IS." There are no warranties express or implied, including any implied warranty of merchantability or fitness for a particular purpose and there are no obligations or liabilities on the part of the Seller, Certification is hereby made that we have read the above terms and understand them.

X ______________________

Selling Price:	117995.00
Government Discount:	**-5000.00**
Sale Price:	112995.00
Doc Fee:	85.00
Sale Tax:OOS%	OOS
FET:	0
License Reg: (est):	27.00
Tire Fee: 6	OOS
Electronic Reg Fee	33.00
Trade-In Equity (DOWN):	0
Used Emsn Test Charge-Taxable	0
Used Emsn Cert 4YR>	0
Used Emsn Exempt 3YR<	0
Extended Service Plan:	0
Transportation:	TBD
Total Delivered Price:	113140.00
Rebates & Down	0
Unpaid Balance:	113140.00
Finance Rate OAC:	
Payment Factor	


SE
INC.
SCELZI ENTERPRISES
PREMIUM TRUCK BODIES

5-7 Yard Dump Specs

DUMP
10' SQUARE STYLE HIGH TENSILE
CROSS-MEMBER DESIGN
5-7 CUBIC YARD DUMP BODY
SCELZI CS720DA SUB-FRAME UNDERBODY HOIST 172 TON CAPACITY
BODY: 10' LONG X 86" WIDE INSIDE X 24" SIDES X 32" TAILGATE X 36-40" BULKHEAD
3/16" HIGH TENSILE FLOOR WITH BEVELED SIDE CORNERS
10 GA HI-TENSILE BULKHEAD 2 ROWS HORIZONTAL CORRUGATION
3/16" HI-TENSILE 6 PANEL TAILGATE DOUBLE-ACTING ALL HD HARDWARE
10GA HI-TEN SIDES
4 FLANGE BOXED TOP RAIL ON SIDES
DOUBLE WALL CONSTRUCTION
SLOPED RUNNING BOARDS
FULL DEPTH REAR CORNER POST
4" CHANNEL CROSSBARS ON 12" CENTERS
6" CHANNEL LONGS
1/4 SIZE CAB SHIELD
8" X 3/16" HIGH TENSILE SPREADER APRON
LED LIGHT KIT OVAL STOP & TURN
MUD FLAPS REAR HINGED
MANUALLY OPERATED TAILGATE LOCKS
SCELZI SEMI-AUTOMATIC TARP SYSTEM WITH BLACK MESH TARP
BACKUP ALARM REQUIRED ON ALL DUMPS STANDARD IS ECCO 510
BODY PAINTED WHITE
HOIST: SCELZI SUB-FRAME UNDERBODY HOIST CLASS 50

5-7 Yard Dump Specs

172 TON CAPACITY AT 12" OVERHANG FULL STEEL SUB-FRAME

DOUBLE ACTING POWER UP DOWN PTO AND DIRECT MOUNT PUMP

HYDRAULIC OIL TANK WITH 8S-B SOLENOID OPERATED VALVE

LED BODY RAISED WARNING LIGHT BODY PROP INSIDE CAB CONTROL

ABOVE EQUIPMENT INSTALLED ON CUSTOMER CHASSIS W 84"CA

1EA - SINGLE CENTER DITCH GATE

1EA - 580 PREMIER PINTLE HITCH WITH 3/4" BUCK PLATE NON-AIR WITH 2EA "D" RINGS

1EA - CLASS 5 RECEIVER TUBE MOUNTED BELOW PINTLE HITCH

1EA - 7 PRONG FLAT RV PLUG 12707

48" X 18" X 18" UNDER BODY TOOL BOX FRAME MOUNTED AT FRONT ON DRIVER SIDE

HAZARDOUS WASTE DISPOSAL FEE

WEIGHT CERTIFICATE OF COMPLETED UNIT 13,460 LBS

2024 Ford F650 Chassis Specs.

	F65F REGULAR CAB DOCK HGT	73590	00
	158" WHEELBASE	NC	
	2023 MODEL YEAR		
YZ	OXFORD WHITE		
1E	STEEL GRAY VINYL 30/70		
	PREFERRED EQUIPMENT PKG.600A		
	.FRAME RAILS 12.64 S/M 50K PSI		
	.FRONT AXLE - 8.5K CAPACITY		
	.FRONT SUSPENSION - 8.5K CAP		
	.SINGLE, 17.5K CAP OPEN		
	.RR WH 22.5X8.25 10H PT STL DS		
	.FUEL TANK - 50 GALS ALUMINUM		
	.REAR SEAT DELETE		
	.AM/FM RADIO W/CLOCK		
	.AUXILIARY SWITCH (4)		
	.FT WH 22.5X8.25 10H PWD CT DS		
99E	6.7L POWER STROKE DSL 300 HP	1995	00
	.6 SPEED AUTO TRANS DSL		
T2B	GDYR 11R22.5G FUEL MAX RSA	NC	
X6D	6.50 AXLE RATIO	NC	
	RAW MATERIALS SURCHARGE	NC	
17W	WI-FI 4G LTE HOTSPOT DELETE	20	00-
21A	PRE DELIVERY INSPECTION	NC	
314	SHIP-THRU MANNING	NC	
54J	XL2020 MANUAL BLACK 102"	30	00
55M	JUMP START STUD	90	00
59C	BODY BUILDER WIRING	135	00
765	CHROME FRONT BUMPER	490	00
86C	CHROME GRILLE	245	00
1	30/70 FIXED DR/PASS VINYL	350	00
90A	INTERIOR APPEARANCE GROUP	735	00
90P	POWER EQUIPMENT GROUP	NC	
425	50 STATE EMISSIONS	NC	
	DISCOUNTED EQUIPMENT		
	GDYR 11R22.5G FUEL MAX RSA	NC	
	TOTAL OPTIONS/OTHER	4050	00
	TOTAL VEHICLE & OPTIONS/OTHER	77640	00
	DESTINATION & DELIVERY	2095	00
	TOTAL FOR VEHICLE	79735	00
	FUEL CHARGE		
	SHIPPING WEIGHT 10278 LBS.		
	TOTAL	79735	00

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: October 4, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Barry Williams, Public Works Director**

FINANCIAL IMPACT:		CURRENTLY BUDGETED:		FUND/ACCOUNT:
Yes:X	No:	Yes:X	No:	510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the ratification of the contract for Pall Water Systems for an amount not to exceed $249,789.44 for WTP Numatics WTP replacement.

AGENDA ITEM BRIEF:

This contract will allow Pall Water Systems to provide, configure and install upgraded Numatics solenoids for the microfiltation system at the City of Fernley Water Treatment Facility. This system is a critical component in the water treatment process and must be replaced to ensure continued treatment and delivery of clean and safe drinking water to the public.

RECOMMENDED MOTION:

"I move to approve the ratification of a contract for Pall Water Systems for an amount not to exceed $249,789.44 for WTP Numatics replacement."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

With the ratification of this contract, Pall Water will provide, configure and install upgraded Numatics solenoid manifolds with G3 electronics in the microfiltration system at the City of Fernley WaterTreatment Facility. This system is a critical component of the water treatment process and must be replaced to ensure the Water Treatment Facility is operating correctly and efficiently and continues to treat and deliver clean and safe drinking water to the public. The Numatics system currently in operation is obsolete and no longer available. The current Numatics system is now showing signs of failure due to age and prolonged use.

This item was approved during the FY 2023/2024 budget cycle.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

Funding for this project is located in the FY 2023/2024 Capital Improvement portion of the Water Enterprise Fund using GL# 510-166100.

ATTACHMENTS:

1. G3 Upgrade City of Fernley 04142023

Pall Corporation

Pall Water
Pall Technology Services
839 State Route 13
Cortland New York 13045-5630
Tel: 866.475.0115 ▲ FAX: 607.758..4526
Email: pall_technology_csc@pall.com

Pall Proposal No.: OPP1308974R2
Date: April 14 , 2023

Attn: City of Fernley
Email: psparks@cityoffernley.org

Re: BUDGETARY G3 Upgrade City of Fernley

As a follow up to your discussion with Pall, we are pleased to offer a proposal for technical services. We will arrange support pending receipt of your purchase order.

Scope of Services

Technical Scope of Supply – Numatics G2-to-G3 Upgrade

Pall Water will provide, configure and install upgraded Numatics solenoid manifolds with G3 electronics for the Microfiltration system at Fernley, NV. Numatics G2-series electronics have been obsoleted by their manufacturer and are no longer available.

A total of fifteen manifolds will be provided:

- (10) microfiltration rack manifolds with 22 solenoid valves and I/O
- (1) air scrub blower manifold with 6 solenoid valves
- (1) acid/recirculation manifold with 12 solenoid valves
- (1) CIP transfer manifold with 4 solenoid valves
- (1) neutralization manifold with 3 solenoid valves
- (1) CIP/EFM manifold with 7 solenoid valves

Once material delivery of the manifolds is confirmed, Pall will provide a Field Service Engineer (FSE) to remove the selected old manifolds, install, mount and connect (including a minor but necessary change to the connecting cable) the new manifold. Minor programming changes will then be completed by a Field Service Engineer on-site, followed by verification of proper operation and a review with plant operating personnel. Pall Water will coordinate the timing of this work with the customer to minimize any potential disruptions to production. Updated electrical drawings will be provided within two weeks of installation completion.

This work is expected to take up to two full weeks on-site to complete installation. Due to the nature of this work, each piece of equipment will need to be out of service while the upgrades are being installed. Pall Water will work with the customer to determine a final schedule for installation once a purchase order for this work has been acknowledged.

Freight charges are not included.

Disclaimer: This proposal is based on information and conditions known at the time of quotation. Pall Water reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials."

PROPOSAL SUMMARY

BUDGETARY G3 Upgrade with Installation by an FSE	$249,789.44

Total amount for purchase order: $249,789.44

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

Materials: This proposal covers parts and services.

Validity: This proposal is valid for 30 days. If a purchase order is not agreed upon by Seller and Buyer within the price validity period, the pricing set forth in this proposal shall not apply.

Terms of Sale: All Sales made by Pall are subject to the Standard Terms and Conditions of Sale Non-Systems – The Americas Pall Water (attached)

Terms of Service:

- Regular minimum service charge is for a 8-hour day.

Service Order acceptance and payment terms: Pall Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be billed automatically upon completion of the service, and sign-off of the service report, and become payable within 30 business days of receipt of the invoice.

Changes: Pall shall not implement any changes in the scope of services described in Pall's proposal unless the Customer and Pall agree to the details of the change. Any resulting price, schedule or other contractual modifications, will require a verbal change called into Pall's Customer Service Department, with a follow up written confirmation. This includes any changes necessitated by a change in applicable law.

A Purchase Order or written authorization to accept the contract of work as described, along with a signed copy of the attached Customer authorization for service is required in advance of PASS providing the service defined in this proposal.

Please direct your purchase order to:

Pall Water
Pall System Services
P.O. Box 5630
839 State Route 13
Cortland, New York 13045-5630
Tel: 866-475-0115 / Fax: 607.758.4526
Email: Pall_Technology_csc@pall.com
Attn: Customer Service

Pall Systems Support

To obtain support for your Pall systems installation, our Customers can contact Pall via our toll free number at 866-475-0115 or by email to pall_technology_csc@pall.com. Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

Pall Customers have access to this 24/7 Service Hotline. Pall System Engineers are on full-time rotation to provide around-the-clock availability of live technical support. This service is charged at $275 for support time for the first 30 minutes, during normal workday hours between 9:00-AM and 4:00-PM EST, excluding weekends and holidays.

If your system is out of warranty or does not have a 24/7 service support contract, there will be a charge when technical support is to be provided for intervals longer than 30 minutes, or after-hours technical support to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a minimum 1-hour charge at Pall's off-site hourly service rate. You will be asked to provide

your credit card number or service contract purchase order number that will be billed at Pall's Off-Site Service Rates, with a minimum 1-hour charge. If the problem cannot be resolved over the telephone, the

Customer can request a Pall System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.

Please feel free to call me at your convenience with any questions or comments. We look forward to providing you with field services to assist you with system operation, and await your purchase order.

Sincerely,

Alexander Braman
Regional Sales Manager
Cell: 720-202-6536
E-mail: alexander_braman@pall.com

Customer Authorization for Service

I am an authorized representative of the customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the customer. I authorize Pall Corporation to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: ____

______________________ ______________________
Print Name Title/Position

______________________ ______________________
Signature Date

Purchase Order No. or Reference for Billing: ____________________________

Circle Service Visit Frequency: Annual Semi-Annual Quarterly Single Emergency

Requested Date(s) to Schedule Service Visit(s): ____________________________
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall.)

Pall Proposal No.: ____________________________

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- until on site service work has been completed by Pall,
- or until 30 days after receipt of notice of termination by either party.

Customer Billing Address: ____________________________

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Customer Comments: ____________________________

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Standard Terms and Conditions of Sale
Non-Systems – The Americas
Pall Water

1. Applicability: Entire Agreement:

1.1. These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods identified on Buyer's purchase order (the "**Goods**") by Seller to Buyer. By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to these Terms, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the **"Basic Purchase Order Terms"**), and on no other terms.

1.2. The accompanying quotation, proposal, confirmation of sale, invoice, order acknowledgment or similar document delivered by Seller to Buyer (the "**Sales Confirmation**"), the Basic Purchase Order Terms and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

1.3. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Non-delivery:

2.1 The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Shipment Point (as defined in **Section 4**) is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

2.2 Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received.

2.3 Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. Delivery:

3.1 The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's Sales Confirmation or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use.

3.2 Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer and ship the Goods as they become available, in advance of the quoted delivery date. If the Goods are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable.

3.3 Seller shall make the Goods available to Buyer at Seller's factory or designated shipment point (each, "**Seller's Shipment Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to the Seller's Shipment Point.

3.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Shipping Terms: Unless otherwise mutually agreed to in writing by the parties, delivery shall be FCA (Seller's Shipment Point) INCOTERMS 2010. At Buyer's request, Seller will, at Buyer's risk and expense, arrange for the delivery of the Goods to Buyer's site/facility and Buyer will pay, or reimburse Seller, for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

5. Title and Risk of Loss: Title and risk of loss passes to Buyer upon the earlier of (i) delivery of the Goods at the Seller's Shipment Point or (ii) deemed delivery pursuant to clause 3.4 above. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

6. Inspection and Rejection of Nonconforming Goods:

6.1 Buyer shall inspect the Goods within 10 days of receipt (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. Such notification shall identify each and every alleged nonconformity of the Goods and describe that portion of the shipment being rejected. Seller shall then respond with instructions as to the disposition of the Goods.

6.2 If Buyer timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller's Shipment Point. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Seller's Shipment Point.

6.3 Buyer acknowledges and agrees that the remedies set forth in **Section 6.2** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 6.2**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6.4 If Seller delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

7. Services: Seller will provide such services as are expressly described in the Sales Confirmation (collectively, the "**Services**"), during normal business hours, unless otherwise specified in the Sales Confirmation. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Sales Confirmation.

8. Purchase Price: The price for the Goods and/or Services thereof shall be Seller's quoted price. Seller may also at any time assess a fuel or energy surcharge (in addition to the price of the Goods) (the "**Purchase Price"**). The Purchase Price is based on the project schedule defined in this Agreement, Sales Confirmation or applicable contract documents. Notwithstanding anything to the contrary set out herein, in the event of any delay to Seller's delivery schedule caused by Buyer or its representatives (other than for Force Majeure or delays caused by Seller), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased Purchase Price.

9. Taxes: The Purchase Price is exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax imposed by any governmental authority on any amounts payable by Buyer. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent, but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

10. Payment:

10.1 Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by EFT, wire transfer, or check and in US dollars. Payment for foreign billing shall be in accordance with Seller's written instructions.

10.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of any Purchase Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof. Additionally Seller my require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

10.3 All sales are subject to the approval of Seller's credit department. Seller and Buyer both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new bank or mailing instructions by calling Seller and speaking with Seller's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute any mailing or bank transfer instruction changes or require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

10.4 Buyer may not withhold or setoff any amounts that may be claimed by Buyer against any amounts that are due and payable to Seller by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10.5 Notwithstanding anything herein to the contrary, this Agreement may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon Buyer's prior written notice to Seller, and Seller's written acknowledgment of the notice; and (ii) upon terms satisfactory to Seller. Buyer shall pay to Seller all fees, charges and/or costs that Seller assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.

11. Limited Warranty:

11.1 Limited Warranty for Goods. Seller warrants to Buyer that for a period of twelve months from the date of delivery of the Goods, including deemed delivery pursuant to clause 3.4 above (the "**Warranty Period**"), that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications for such Goods appearing in Seller's product catalogues and literature or in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "**Limited Warranty**"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity to inspect and test the Goods or service claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for, such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required service or products.

11.2 Limited Warranty for Services. Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "**Limited Warranty for Services**"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "**Service Warranty Period**"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under any service warranty is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all services performed by Seller.

11.3 No Warranty as to Third Party Products. Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in **Section 11.1**. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL**

PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

11.4 Other Limits. **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11.1 and 11.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d)WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE**. Seller does not warrant against, and in no event shall Seller be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller. All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Seller recommendations, (c) operating conditions at the job site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

11.5 Exclusive Obligation. **THIS WARRANTY IS EXCLUSIVE. THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.**

11.6 Buyer Breach. In no event shall Buyer be entitled to claim under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

12. Limitation of Liability:

12.1 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITATION, REMANUFACTURING COSTS AND REWORK COSTS, DE-INSTALLATION OR REINSTALLATION COST, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF ITS GOODS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER.

12.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER

12.3 The limitation of liability set forth in **Section 12.2** above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

13 Cancellation: Buyer may not cancel this Agreement after Sales Confirmation unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.

14 Termination: In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15 Changes: Seller shall not be obligated to implement any changes or variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.

16 Intellectual Property Infringement: Buyer has no authorization to make any representation, statement or warranty on behalf of Seller relating to any Goods sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent, copyright, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of the Goods according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Goods or part thereof, or from any changes or alterations to the Goods or part thereof made by persons other than Seller, or from the use of the Goods in combination with products not furnished by Seller or from the manufacture or sale or use of Buyer products which incorporate or integrate the Goods.

17 Ownership of Materials: All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are: a) created, prepared, reduced to practice or disclosed by Seller; and/or b) based upon, derived from, or utilize the Confidential Information of Seller, and all related intellectual property rights, shall at all times remain Seller's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any of the Goods or in any other Seller intellectual property right, shall pass or transfer to the Buyer and Seller shall at all times retain ownership rights therein. Notwithstanding the foregoing, Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the Goods purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the Goods, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Goods, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Goods, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the Goods, (vi) assist or ask others to do any of the foregoing.

18. Export: As a condition to Seller's delivery to Buyer of the Goods, Buyer agrees, with respect to the exportation or resale of the Goods by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("**ITAR**") and the Export Administration Regulations ("**EAR**"), regulations issued thereunder and any subsequent amendments thereto, and all other national, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Seller is contingent upon Seller obtaining all required export authorizations, licenses, and permits (collectively, "**Authorizations**") and Buyer agrees that Seller shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if such Authorizations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorizations.

19. Confidentiality: If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement (the "**Confidentiality Agreemen**t"), the terms and conditions of the Confidentiality Agreement shall take precedence over the terms of this paragraph.

20. No Waiver: No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. Seller's failure to exercise, or to delay in exercising, any right, remedy, power or privilege arising from this Agreement, or to insist on Buyer's strict performance of these Terms shall not operate as or be construed as a waiver by Seller.

21. Force Majeure: Under no circumstances shall Pall have any liability for any breach relating to nonperformance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Pall's reasonable control. Pall's performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly.

22. No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

23. Relationship of the Parties: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. Validity: If any provision of this Agreement, the Sales Confirmation or these Terms is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.

25. Governing Law: This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.
The parties expressly exclude the application of the United Nations Conventions on Contracts for the International Sale of Goods, and further exclude the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, C. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I. 10, as amended.

26. Submission to Jurisdiction: Buyer and Seller hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement and the purchase and supply of the Goods. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.

27. No Jury Trial: BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. Survival: All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions, together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

29. Amendment and Modification: This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: October 4, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Barry Williams, Public Works Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the ratification of a contract with ADT Commercial for an amount not to exceed $40,597.53 for security upgrades at the City of Fernley Water Treatment Facility.

AGENDA ITEM BRIEF:

The ratification of this contract for ADT Commercial will allow for the purchase, installation and programing of an upgraded security system at the City of Fernley Water Treatment Facility. This item was approved during the FY 2023/2024 budget process.

RECOMMENDED MOTION:

"I move to approve the ratification of a contract with ADT Commercial for an amount not to exceed $40,597.53 for security upgrades at the City of Fernley Water Treatment Facility".

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

This contract will allow ADT Commercial to provide, install and program an upgraded security system at the City of Fernley Water Treatment Facility. The system currently used at this facility is outdated and some components are no longer supported by the manufacturer. This system is critical in maintaining safety and security at all times at the facility, and to protect the health and safety of Fernley's residence, employees and the continued production of clean and safe drinking water for the public.

This item was approved during the FY 2023/2024 budget process.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

This item is budgeted in the Capital Improvement portion of the FY 2023/2024 using G.L# 100-166100.

ATTACHMENTS:

1. WTP Security Upgrade Proposal

ADT Commercial

COMMERCIAL PROPOSAL AND SALES AGREEMENT

891554234

Branch:	6852	Sales Representative:	Gregory Weil	Today's Date:	6/15/2023

Customer Information			
Business Name:	CITY OF FERNLEY	Phone:	(775)980-5252
Address:	1315 Mesa Dr FERNLEY, NV 89408	Billing Address:	1315 Mesa Dr FERNLEY, NV 89408

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between ADT Commercial LLC, with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("ADT") and the customer identified above ("Customer", together with ADT, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Total Products and Installation Charge: $40,597.53

Customer hereby agrees to pay ADT, its agents or assigns on a progressive basis as follows:

- Upon signing, a nonrefundable sum of $0.00 plus any applicable taxes, which represents various initiation costs.
- Upon signing, a nonrefundable sum of $0.00 plus any applicable taxes, which represents licensing and permitting fees.
- The remaining balance of $40,597.53 plus any applicable taxes.

In each case, payments shall be subject to the agreed payment terms described in the Agreement.

Recurring Service Charges: $315.36 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any ADT-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of $0.00 at the time of sale.

Term Length: 36 Months

Pricing under this Agreement is based on an agreement term of Thirty-Six (36) months.

Site Location Information			
Location Name:	CITY OF FERNLEY		
Address:	1315 Mesa Dr FERNLEY, NV 89408		
Site #:	0	Phone:	

System Design Information			
System Design Name:	Camera System	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	30/30/30/10: 30% of Contract Value Upon Contract Acceptance 30% of Contract Value at Progress Billing 30% of Contract Value at Substantial Completion 10% of Contract Value at Final Acceptance		

Services

Camera System

[redacted] [redacted]

[redacted] [redacted]

Equipment List

Qty	Description	Included in Service Plan
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Summary of Charges

Equipment & Installation Total	$40,597.53
Estimated Taxes	$0.00
Monthly Fee	$315.36

Scope Of Work

ADT Commercial will install a new video surveillance system as follows:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

Inclusions/Exclusions

Clarifications & Exclusions - Video systems

1. Equipment changes or location changes due to CUSTOMER request, or if necessary for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.
2. It is understood and agreed by ADT/PROTECTION ONE and the CUSTOMER that the location and description of the equipment selected for the project has been taken from specifications supplied to ADT/PROTECTION ONE. Should the system, when completed consist of more or less equipment than specified, the materials costs, installation charges, and/or annual service fees shall be increased or decreased in accordance with the prevailing charges.
3. Connection To Existing Equipment: It is mutually understood and agreed that ADT/PROTECTION ONE assumes no responsibility whatsoever for the maintenance, operation, non-operation, actuation, non-actuation or needless or erroneous actuation of the existing equipment; that service may be terminated by ADT/PROTECTION ONE in the event the existing equipment is not in good working operating condition and ADT/PROTECTION ONE shall not be liable for any damage of subject to any penalty as a result of such termination. Any repairs to or replacement of existing equipment at the time of reconnection will be charged to the customer on a time and materials basis at the prevailing rates.
4. The CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the video equipment and one network connection within 6 feet of the DVR or NVR system.
5. ADT/PROTECTION ONE will be responsible for mounting the cameras and focusing per the CUSTOMERS request. Any changes after the CUSTOMER signed off on the view will be a change order to the original job.
6. The estimated cost for the **electrical permit** or **lift cost** is not included in the final prices. These costs will be billed to the CUSTOMER separately.
7. The CUSTOMER will be responsible for providing **IT support for Firewall and Port opening on their network.** Video system may require you to add more bandwidth for viewing the video through a computer onsite or offsite, or smart phone APPS.
8. Idle time incurred by ADT/PROTECTION ONE employees due to absence of required escorts, clearances, inability to enter the workspace, or other factors beyond our control, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.
9. Standard safety protocols will be in place. Any special safety training required will be an additional cost.
10. This has not been bid at prevailing wage.
11. If there is any landscape that needs to be trimmed/removed for clear line of site for the wireless point to point it is the responsibility of the customer.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

X General Terms and Conditions
X Product-Specific Terms: Extended Service Plan
_ Product-Specific Terms: Inspection and Testing Services
_ Product-Specific Terms: Monitoring Services
_ Product-Specific Terms: ATM Products and Services
_ Product-Specific Terms: Sprinkler and Suppression Services
_ Product-Specific Terms: EAS and Security Gates
_ Product-Specific Terms: Third-Party Services
_ Product-Specific Terms: Rented or Financed Products
_ Product-Specific Terms: Special Business Risk Provisions

GENERAL TERMS AND CONDITIONS (“GTCs”)

1. Charges, Invoicing, and Payment

A. Invoices. ADT shall issue invoices directly to Customer for amounts owed to ADT (“Charges”). ADT shall issue invoices to Customer on the following schedule:

i. For ongoing Services under a contract term or on a month-to-month basis (“Recurring Services”), ADT shall issue invoices quarterly in advance.

ii. For projects requiring installation of Products and that have a written schedule of values, ADT shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, ADT shall issue invoices over time on a progressive basis to reflect ADT's estimated percentage of work completed, which may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors (“Percentage of Work Completed”).

iii. For all other Products or Services, ADT shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by ADT of a partial payment shall not be construed as a waiver of ADT's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by ADT and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. ADT shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by ADT for Customer more than thirty (30) days after the date of the Agreement shall be at ADT's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, ADT may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.

E. Delays. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after ADT has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause ADT to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on ADT's net income;

ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;

iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;

iv. Any costs and service charges for ADT to repair or replace Customer-owned equipment necessary for ADT to provide the Products or Services;

v. A service charge for (a) ADT to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to ADT instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to ADT's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;

vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and

vii. ADT may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase ADT's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by ADT ("Installation"), then ADT will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during ADT's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside ADT's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at ADT's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by ADT or (ii) delivery of the Products to Customer. If Products for an Installation are received by ADT prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that ADT utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then ADT may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, ADT provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by ADT. ADT will pass through to Customer any manufacturer's warranty on Products. Defective Products will be repaired or replaced at ADT's option.

ii. *Services Warranty.* ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then ADT will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. ADT shall perform warranty services during normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform warranty services outside these hours may result in additional charges.

ii. ADT is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or ADT's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by ADT, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by ADT; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (l) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than ADT, ADT's employees, or ADT's agents to perform maintenance or service to the Products without ADT's prior written approval.

4. <u>Customer's Obligations</u>

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns any equipment Customer provides or allows ADT to use;

ii. Customer has legal authority to authorize ADT to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to ADT prior to the start of work.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the ADT customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify ADT immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit ADT to have reasonable access to the Premises during ADT's normal business hours, (b) cooperate with ADT to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by ADT, prior to ADT continuing work at the affected Premises.

5. <u>Risk of Loss.</u> ADT shall bear the risk of loss or damage to Products until delivery to the Premises. ADT shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by ADT. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by ADT. Customer shall keep all ADT-owned Products insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

6. <u>Termination</u>

A. Termination by ADT.

i. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations ADT may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by ADT; (c) the Products generate excessive false alarms due to circumstances beyond ADT's reasonable control; (d) in ADT's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in ADT's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) ADT is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.

ii. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with ADT is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with ADT; (c) Customer denies ADT reasonable access to ADT-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If ADT has materially breached the Agreement, and that breach is not cured within thirty (30) days after ADT receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Agreement, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to ADT shall become immediately due and payable on the date of termination, including (a) all Charges for Services or Products rendered prior to the effective date of termination, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by ADT prior to notice of termination, and (d) any other costs incurred by ADT in reliance on or on behalf of Customer, prior to the effective date of termination.

iii. If the termination is for any reason other than those permitted in 5.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the natural expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts ADT charges Customer are not insurance premiums. ADT is not qualified to assess the value of Customer's property, and ADT's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, ADT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT ADT FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. ADT ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL ADT'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM ADT, AND/OR ADT'S EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH ADT IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH ADT IS LIABLE.

8. Indemnification

A. Indemnification by ADT. ADT shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of ADT, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that ADT is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, ADT will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars ($2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. ADT is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. ADT MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES.

iv. Customer agrees that ADT may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if ADT pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold ADT harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. ADT, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond ADT's reasonable control ("Force Majeure"). ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Miscellaneous.

A. Nature of Relationship. ADT is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. ADT state license information is available at www.adt.com/commercial/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all Losses assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. ADT does not permit the offering or acceptance of gifts or gratuities by ADT employees from parties with whom ADT is contracting for services, products, or other matters, and Customer shall not make any offer to any ADT employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of ADT. In the event ADT determines any offer of gifts or gratuities has been made by Customer to an ADT employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an ADT employee, ADT may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of ADT, which consent shall not be unreasonably conditioned, withheld, or delayed. ADT may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between ADT and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to ADT shall be deemed duly given on the date received by ADT at the following address: ADT Commercial LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution; Attorneys' Fees. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms: Extended Service Plan

1. Extended Service Plan. The terms of this section and its subsections apply only to an extended service plan ("ESP") purchased by Customer. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

1.1. Scope. An ESP is a custom service plan that Customer may purchase for ADT to perform maintenance or repair to Customer's equipment, at ADT's cost. Customer may elect an ESP to cover costs for parts-only, labor-only, or for both parts and labor costs. Under an ESP, ADT shall perform maintenance or repair on the equipment set forth in the written Agreement ("Covered Equipment") with labor and/or parts at ADT's cost as set forth in the Agreement, and for the term set forth therein. ADT shall have discretion whether to replace or repair Covered Equipment. All ESP maintenance and repairs shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform ESP services outside these hours may result in additional charges. Any ESP purchased contemporaneous with an Installation shall commence upon completion of the Installation. Any other ESP shall not commence until ADT has completed inspection and testing of the Covered Equipment and made any necessary repairs or replacements thereto, all of which shall be at Customer's expense at ADT's then-current time and materials rates.

1.2. Application, Limitations, and Exclusions. An ESP covers normal maintenance and repair to Covered Equipment resulting from normal wear and tear. Except as expressly provided in this Section, an ESP does not cover parts or labor costs related to: (a) the items set forth in the GTCs, Section 3.B (Limitations and Exclusions), other than normal wear and tear; (b) battery replacement, badge printers, locking hardware, locksmith charges, devices installed outdoors, duct detectors, meetings, or inspections; (c) repairs or replacements resulting from any person other than an ADT employee or agent servicing or altering the Covered Equipment; (d) any equipment other than the Covered Equipment; (e) additional charges for lift equipment and spotters necessary to access Covered Equipment; (f) repair of Covered Equipment for which replacement parts or components are no longer available due to obsolescence or end-of-product life; and (g) replacement of Covered Equipment that is at the end-of-product life, obsolete, and/or is no longer supported by the manufacturer. Any repairs and/or replacements that are excluded from the ESP shall be at Customer's expense at ADT's then-current time and materials rates.

1.3. Suspension for Non-Payment. ADT shall have the right to suspend ESP services until any nonpayment of Charges due under the Agreement is cured, in addition to all other rights provided under the Agreement or by law.

Signatures

IN WITNESS HEREOF, Customer and ADT have caused this Agreement to be executed by their duly authorized representatives below.

Customer Authorized Representative	Printed Name	Title	Date
ADT Representative	Printed Name	Title	Date
ADT Authorized Manager	Printed Name	Title	Date

rev 202303

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: October 4, 2023

REPORT TO:	Mayor and City Council
REPORT FROM:	**Kim Swanson, City Clerk**

FINANCIAL IMPACT:	**CURRENTLY BUDGETED:**	**FUND/ACCOUNT:**
Yes:X No:	Yes: No: X	100-320-110

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible action to approve a Business Impact Statement for a proposed increase to Franchise Fees for Public Utility Companies providing services within the City of Fernley.

AGENDA ITEM BRIEF:

Possible action to approve a Business Impact Statement for a proposed increase to Franchise Fees for Public Utility Companies providing services within the City of Fernley.

RECOMMENDED MOTION:

Move to approve the Business Impact Statement for a proposed increase to Franchise Fees for Public Utility Companies providing services within the City of Fernley.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is Attached.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could vote not to accept the Business Impact Statement.

BACKGROUND:

On July 5, 2023, City Council directed staff to prepare a Business Impact Statement which would potentially increase franchise fees by 1% for Telecommunication Companies, Electric Energy Providers and Commercial Mobile Radio Services Companies doing business in the City of Fernley. Pursuant to NRS 237.090, the Business Impact Statement was conducted and public comment was solicited. A notice announcing the public workshops, the draft fee schedule and public comment forms were mailed to 67 companies who currently pay the City of Fernley franchise fees. A notice was also published in the Reno Gazette Journal, posted on the city's website and Facebook pages.

Two (2) public workshops were held at City Hall on August 28th and August 29th. No one attended either workshop.

No comments were received from the 67 letters that were sent to companies currently offering services in the City of Fernley.

At the October 18th City Council meeting, staff will bring forward a Bill for introduction to increase the rates for Telecommunication Companies, Electric Energy Providers, and Commercial Mobile Radio Services Companies by 1%.

The Public Hearing and adoption of the Bill will take place at the November 1st City Council Meeting. Pursuant to NRS 354.59889, the new rates will become effective no sooner than 90 days after the Council adopts the ordinance.

Also included in the Statement is an automatic increase for Commercial Mobile Radio Service companies that will take effect in February 2026. After the February 2026 increase, the city will be at the maximum 5% of the utility's gross revenue as allowed by NRS 354.59883.

The Business Impact Statement is attached.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 237.030 - NRS 237.150
NRS 354.598812 - NRS 354-5989

FINANCIAL IMPLICATIONS:

$7,500 - $10,000 annually

ATTACHMENTS:

1. Business Impact Statement

City of Fernley

Liquor License Impact Statement

Franchise Fee Increase 2023

The following Business Impact Statement was prepared pursuant to NRS 237.090 to address the proposed impact of Bill 337 which will increase the franchise fees for public utilities. The increase in fees was discussed during the regular City Council meeting on July 5, 2023, at which time staff was directed to prepare a Business Impact Statement for a proposed increase in franchise fees for Telecommunication Companies, Electric Energy Providers and Commercial Mobile Radio Services within the City of Fernley. This Business Impact Statement also allows for another increase in franchise fees by 1% to Commercial Mobile Services effective February 1, 2026. After the increase in 2026, all franchise fees will be capped at the 5% allowed pursuant to NRS 354.59889.

1. The following constitutes a description of the number and the manner in which comments were solicited from affected businesses, a summary of their response and an explanation of the manner in which other interested persons may obtain a copy of the summary. (*List all trade association or owners and officers of businesses likely to be affected by the proposed rule that have been consulted).*

    a. Manner in which comment was solicited from affected businesses:

        i. Notices were mailed on August 11, 2023, via US Mail to sixty-seven businesses identified as public utility providers/services who currently pay franchise fees to the City of Fernley. The notice included an explanation of the proposed changes, an invitation to attend the public workshop, and a public comment form.

        ii. Public Workshops were scheduled for August 28th and August 29th from 3pm - 5pm. Notice of the workshop was published in the Reno Gazette Journal Newspaper on August 22, 2023. The workshops were held at Fernley City Hall in the Council Chambers. Our goal was to obtain input from utility providers, businesses, and/or the public in relation to any potential impact of the proposed action.

        iii. City Clerk staff posted a notice to the city website, www.cityoffernley.org, providing links to the public comment form, as well as an explanation of the proposed changes, and an invitation to the workshop.

        iv. The notice, public comment forms and the fee example were made available at the City Clerk's office at 595 Silver Lace Blvd, Fernley, NV. 89408

b. Summary of Comments:
   i. No comments were received from the notices that were mailed via US Mail to businesses that offer public utility services with the City of Fernley.
   ii. Two public workshops were held. No one attended either workshop.
   iii. There were no comments received either in favor of or opposed to the proposed increase.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:
   a. A total of sixty-seven notices were mailed and no comments were received.
      i. Adverse effects:
         The proposed increase to fees will result in the public utility providers passing on the increase to businesses and residential customers located in the City of Fernley. Businesses and residential customers who use the providers will experience an increase of 1% on their bills.
      ii. Beneficial effects:
         This increase will be of no benefit to the utility providers.
      iii. Direct effects:
         The utility providers may lose customers due to the additional 1% added to their monthly bill.
      iv. Indirect effects:
         Additional revenue would help the City of Fernley grow, which could in turn help the utility providers grow as well.

3. The following constitutes a description of the methods the governing body of the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used: *(Include whether the following was considered: simplifying the proposed rule; establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that business could pay a lower fee or fine).*
   a. Pursuant to NRS 354.59883 the city can increase franchise fees to a cap of 5% of the utility's gross revenue from customers located within the jurisdiction of the city or county. By increasing these fees for Telecommunication Companies, Electric Energy Providers and Commercial Mobile Radio Service by 1% the city expects to increase revenue by $7,000 - $10,000 annually.
   b. The additional 1% increase to Commercial Mobile Radio Services that will take place in January 2026 will increase revenue by approximately $500.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:
   a. No additional costs are predicated.

5. (If applicable, provide the following:) The proposed rule provides for a new fee or increase in an existing fee and the total amount the local government expects to collect is:
    a. $7,000 - $10,000 annually

6. The money generated by the new fee or increase in existing fee will be used by the local government to:
    a. Continue providing necessary general services to our community.

7. (If applicable, provide the following:) The proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains when such duplicative or more stringent provisions are necessary:
    a. The proposed change is not duplicative, or more stringent than existing federal, state or local standards.

Certification required per NRS 237.090(2):

I, Benjamin Marchant, as City Manager of the City of Fernley, hereby certify that, to the best of my knowledge and belief, the information contained in this Business Impact Statement was prepared properly and accurately.

Dated this 21st day of September 2023.

Benjamin Marchant, City Manager