



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, October 18, 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 authorize the execution of the water rights banking and dedication agreement with Christopher Madsen, APN 020-371-05 TCID serial number 1057-17 in the amount of 3.08-acre feet."**
- 2.5. Possible action to ratify a contract with J-U-B ENGINEERS, Inc. to provide engineering design services for the water main relocation on the NDOT 3935 I740 Bridge project in an amount not to exceed \$49,700.**
- 2.6. Possible Action to Approve the 2023/2024 Annual Material Supplier Contract**
- 2.7. (For Possible Action) Approval of a Memorandum of Understanding (MOU) between the City of Fernley and the Fernley Community Foundation concerning the collection and distribution of donations to the Community Response and Resource Center.**
- 2.8. (Possible Action) to approve the liquor license for Silverado Gas and C Investments, LLC dba Silverado Chevron.**
- 2.9. (Possible Action) to approve the liquor license for Silverado Casino Investments, LLC dba Silverado Casino.**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. ORDINANCES

- 5.1. Consideration and possible action to Introduce Bill #334, an Ordinance to amend Title 32, Chapter 09 of the Fernley Municipal Code to include requirements and standards related to the dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings. Specifically, adding sections for (1) a purpose statement regarding payment in lieu of dedication of water rights; (2) list of qualified appraisers; and other matters properly related thereto.**
- 5.2. Consideration and discussion to introduce and conduct First Reading of Bill #332, an Ordinance to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code to conform with NRS Section 278.253 regarding tiny houses.**

5.3. Possible action to introduce Bill #337, modifying franchise fees for Commercial Mobile Radio Services, Telecommunication Companies, and Electric Energy Providers offering services within the city of Fernley.

6. STAFF REPORTS

6.1. Possible action to revise FMC 2.02.07 - Temporary absence or vacancy; acting city manager.

7. PRESENTATIONS

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

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: November 1st @ 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
4LEAF CONSULTING LLC								
8922	4LEAF CONSULTING LLC	J0164-03	Consulting Services	07/01/2023	7,381.50		100-605-322 Prof Serv-Other	723
8922	4LEAF CONSULTING LLC	J0164-03	Consulting Services	07/01/2023	32,795.00		100-610-322 Prof Serv-Other	723
8922	4LEAF CONSULTING LLC	J0164-04	Consulting Services Dec 2022	08/01/2023	8,772.00		100-610-322 Prof Serv-Other	823
8922	4LEAF CONSULTING LLC	J0164-05	Consulting Services Jan23	07/01/2023	9,792.00		100-610-322 Prof Serv-Other	723
8922	4LEAF CONSULTING LLC	J0164-06	Consulting Services Feb23	07/01/2023	8,568.00		100-610-322 Prof Serv-Other	723
8922	4LEAF CONSULTING LLC	J0164-07	Consulting Services March 23	07/01/2023	8,976.00		100-610-322 Prof Serv-Other	723
Total 8922:					76,284.50			
AECOM TECHNICAL SERVICES, INC.								
8633	AECOM TECHNICAL SERVICES, INC.	2000800937	Construicton management and construciton inspection servic	09/18/2023	3,500.00	10/05/2023	510-166100 Construction In Progress	923
Total 8633:					3,500.00			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2023010A	Spanish Arturo Rodarte-Robles	10/02/2023	160.00		100-425-330 PROF SERV-INTERPRETER	1023
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202309C	Spanish Felipe Quezada-Rodriguez 22TR02131	09/25/2023	160.00		100-425-330 PROF SERV-INTERPRETER	923
Total 8498:					320.00			
ALHAMBRA								
4688	ALHAMBRA	7661929092823	water service	09/28/2023	752.93	10/05/2023	510-810-614 Supplies-Plant/Shop/Maint	923
Total 4688:					752.93			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2023-0268	Program Services	10/02/2023	475.00	10/05/2023	510-810-320 Prof Serv-Engineering	1023
Total 8934:					475.00			
ARAMARK								
1895	ARAMARK	5980135204	uniforms	09/25/2023	43.90	10/05/2023	100-475-616 Supplies-Safety	923
1895	ARAMARK	5980137126	pants service	10/02/2023	48.53	10/05/2023	510-810-614 Supplies-Plant/Shop/Maint	1023
1895	ARAMARK	5980137131	shirt contract	10/02/2023	43.80	10/05/2023	100-480-600 GENERAL SUPPLIES/TOOLS	1023
1895	ARAMARK	5980137132	uniforms	10/02/2023	43.90	10/05/2023	100-475-616 Supplies-Safety	1023
1895	ARAMARK	5980138236	mats	10/05/2023	187.82		100-417-420 Contract Services	1023
1895	ARAMARK	5980138238	shop mat service	10/05/2023	106.26		510-810-614 Supplies-Plant/Shop/Maint	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1895	ARAMARK	5980138240	PS rags and rugs	10/05/2023	105.16		510-840-420 Contract Services	1023
1895	ARAMARK	5980139118	shirt contract	10/09/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	1023
1895	ARAMARK	5980139120	uniforms	10/09/2023	43.90		100-475-616 Supplies-Safety	1023
Total 1895:					667.07			
ASCE								
7346	ASCE	ENG 92523	ASCE annual membership renewal	09/25/2023	28.80	10/05/2023	510-840-581 Dues and Memberships	923
7346	ASCE	ENG 92523	ASCE annual membership renewal	09/25/2023	57.60	10/05/2023	510-810-581 Dues and Memberships	923
7346	ASCE	ENG 92523	ASCE annual membership renewal	09/25/2023	144.00	10/05/2023	100-529-581 Dues & Memberships	923
7346	ASCE	ENG 92523	ASCE annual membership renewal	09/25/2023	57.60	10/05/2023	520-810-581 Dues and Memberships	923
Total 7346:					288.00			
AT&T								
13	AT&T	98670 OCT 23	775-786-2229 867 0 SEPT 20- OCT 19 2023	09/20/2023	294.84	10/12/2023	100-417-530 Communications (Internet,Cell)	923
Total 13:					294.84			
ATHENS TECHNICAL SPECIALISTS - ATSI								
2764	ATHENS TECHNICAL SPECIALISTS - ATSI	INV109547	Traffic lights	07/28/2023	572.86		100-475-422 Contract-Traffic Light Mainten	723
Total 2764:					572.86			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	17805/5	Misc water fittings	09/27/2023	40.04	10/05/2023	520-810-614 Supplies-Plant/Shop/Maint	923
20	BIG R OF FERNLEY	17813/5	hook coupling and hoe	09/28/2023	50.47	10/05/2023	100-575-600 General Supplies	923
20	BIG R OF FERNLEY	17817/5	Misc Water Fittings	09/28/2023	75.76	10/05/2023	520-810-614 Supplies-Plant/Shop/Maint	923
20	BIG R OF FERNLEY	17835/5	gloves misc	10/02/2023	60.97	10/05/2023	100-528-616 Safety Supplies	1023
20	BIG R OF FERNLEY	17842/55	tape caulk gun ratchet straps	10/03/2023	358.85	10/05/2023	100-475-600 General Supplies	1023
20	BIG R OF FERNLEY	17845/5	bit	10/03/2023	25.95	10/05/2023	100-475-600 General Supplies	1023
20	BIG R OF FERNLEY	17846/5	hose ext.	10/03/2023	41.99	10/05/2023	100-475-600 General Supplies	1023
20	BIG R OF FERNLEY	17847/5	METER TECH SUPPLIES	10/03/2023	69.64		510-810-614 Supplies-Plant/Shop/Maint	1023
20	BIG R OF FERNLEY	17853/5	winter water proof boots	10/04/2023	751.80	10/05/2023	510-810-616 Supplies-Safety	1023
20	BIG R OF FERNLEY	17867/5	misc nuts pins washers	10/06/2023	34.15		100-475-600 General Supplies	1023
20	BIG R OF FERNLEY	17879/5	blower	10/09/2023	293.95		100-417-605 Minor Equipment	1023
20	BIG R OF FERNLEY	17888/5	shovels boots broom misc.	10/10/2023	403.87		100-475-600 General Supplies	1023
Total 20:					2,207.44			
BIG VALLEY FORD LINCOLN								
8966	BIG VALLEY FORD LINCOLN	231011-1	PW Dump Truck	10/11/2023	107,835.00		100-475-730 Improve other than Buildings	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8966:					107,835.00			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	90823-1	IN HOUSE BILLING ENVELOPES	10/03/2023	1,617.75		520-810-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	90823-1	IN HOUSE BILLING ENVELOPES	10/03/2023	1,617.75		510-810-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	90823-2	IN HOUSE BILLING ENVELOPES	10/05/2023	1,452.37		510-810-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	90823-2	IN HOUSE BILLING ENVELOPES	10/05/2023	1,452.38		520-810-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	90823-3	IN HOUSE BILLING PAPER	09/28/2023	931.25		510-810-550 Printing and Postage	923
6970	BOB'S PRINTING AND SIGNAGE	90823-3	IN HOUSE BILLING PAPER	09/28/2023	931.25		520-810-550 Printing and Postage	923
6970	BOB'S PRINTING AND SIGNAGE	91923-1	FSCAC Name Plates	10/26/2023	56.88	10/05/2023	100-413-322 Prof Serv-Other	1023
6970	BOB'S PRINTING AND SIGNAGE	91923-2	nameplate	09/26/2023	27.40	10/05/2023	100-414-550 Printing and Postage	923
Total 6970:					8,087.03			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8361825	liners floor pads towels urinal cleaner.	10/06/2023	545.89		100-417-612 Building Maintenance Supplies	1023
Total 8837:					545.89			
BUREAU OF RECLAMATION								
3875	BUREAU OF RECLAMATION	91104903	2023-24 Admin 16 WC-20-4949 Fernley Municipal Credit Wat	09/27/2023	1,441.00		510-810-698 Water Rights Protection	923
Total 3875:					1,441.00			
BUREAU OF SAFE DRINKING WATER - NDEP								
3021	BUREAU OF SAFE DRINKING WATER - NDEP	02750 TW2023	D2 RENEWAL CERTIFICATION	10/03/2023	50.00	10/05/2023	510-810-642 Permits and Licenses	1023
3021	BUREAU OF SAFE DRINKING WATER - NDEP	02871 MB2023	D1 CERT RENEWAL, BRAZZANOVICH	10/03/2023	50.00	10/05/2023	510-810-642 Permits and Licenses	1023
Total 3021:					100.00			
CALIFORNIA NEVADA SECTION AWWA								
7595	CALIFORNIA NEVADA SECTION AWWA	03191 TW2023	RENEWAL FOR CROSS CONNECTION SPECIALIST FOR T	10/04/2023	100.00	10/05/2023	510-810-642 Permits and Licenses	1023
Total 7595:					100.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	MG82743	General Supplies VGA HDMI Adapter	09/29/2023	32.74	10/05/2023	100-418-600 General Supplies	923
Total 27:					32.74			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2023	CREDIT CARD PROCESSING FEES- FINANCE 6291057	09/30/2023	2,871.19	09/30/2023	100-415-609 Credit Card Fees - Govt Svcs	923
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2023	CREDIT CARD PROCESSING FEES- SEWER 6181757	09/30/2023	4,185.08	09/30/2023	520-810-609 Credit Card Fees	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2023	CREDIT CARD PROCESSING FEES- WATER 6181757	09/30/2023	4,185.09	09/30/2023	510-810-609 Credit Card Fees	923
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2023	CREDIT CARD PROCESSING FEES- FINANCE 6291058	09/30/2023	175.46	09/30/2023	100-415-609 Credit Card Fees - Govt Svcs	923
Total 8637:					11,416.82			
CIVIC PLUS								
3028	CIVIC PLUS	272469	Municode	11/01/2023	2,719.08	10/05/2023	100-416-420 Contract Services	1123
Total 3028:					2,719.08			
CONSTRUCTION SEALANTS AND SUPPLY								
6839	CONSTRUCTION SEALANTS AND SUPPLY	r162842	tack oil	10/10/2023	3,528.00		100-475-600 General Supplies	1023
Total 6839:					3,528.00			
CORE CONSTRUCTION SERVICES OF NEVADA, INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA, INC	221001013	CRRR CMAR-August 2023	08/31/2023	4,725.00	10/05/2023	220-480-810 ARPA	823
Total 8916:					4,725.00			
DOWL, LLC								
8931	DOWL, LLC	R4102.2134-7	Train Depot Roof	10/06/2023	1,466.90		300-425-730 Improve other than Buildings	1023
Total 8931:					1,466.90			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0296	Lobbyist Contract	10/10/2023	5,800.00	10/05/2023	100-413-322 Prof Serv-Other	1023
Total 8869:					5,800.00			
GRAINGER								
252	GRAINGER	9850749749	Water Tite electrical connectors	09/26/2023	407.96	10/05/2023	520-810-614 Supplies-Plant/Shop/Maint	923
Total 252:					407.96			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	618676191	04500403 Oct23 Communications	10/01/2023	214.74		100-417-530 Communications (Internet, Cell)	1023
Total 8838:					214.74			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111635	Misc Service Labor	09/21/2023	145.00	10/05/2023	100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	111645	Misc Service Labor	10/02/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	111646	Misc Service Labor	10/02/2023	145.00		100-605-322 Prof Serv-Other	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	111647	Misc Service Labor	10/02/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	111648	Misc Service Labor	10/02/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13398 19	1993 Chevy Blazer White No Plates 425 E Cedar Street	10/02/2023	55.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13398/19	2004 Mercury Sable Tan NV 361W44	10/02/2023	55.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	1339818	2000 Jeep Grand Cherokee Maroon NV 469T36 Jill Ct.	09/21/2023	55.00	10/05/2023	100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	1339819	1997 Ford Ranger Green NV 306VSC 465 Aspen Way	10/02/2023	55.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13398-19	1997 Ford F-150 Maroon 963 Short Cut Lane	10/02/2023	55.00		100-605-322 Prof Serv-Other	1023
Total 70:					1,000.00			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	8838-1925238	engine drive cover	10/09/2023	365.00		100-480-610 AUTOMOTIVE SUPPLIES	1023
Total 8630:					365.00			
IBEW Local 1245								
83	IBEW Local 1245	OCT 2023-1	UNION DUES, ONE HALF OF MONTH	10/05/2023	779.83	10/06/2023	100-219900 OTHER PAYROLL PAYABLES	1023
Total 83:					779.83			
IDEMIA IDENTITY & SECURITY USA LLC								
8961	IDEMIA IDENTITY & SECURITY USA LLC	162338	Livescan Finger Printing Machine	09/21/2023	2,315.00		200-425-605 Minor Equipment	923
Total 8961:					2,315.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	OCT 2023-1	W/HOLD TAX PAYABLE, PAYROLL	10/05/2023	18,515.72	10/06/2023	100-211000 FICA PAYABLE	1023
7879	INTERNAL REVENUE SERVICE	OCT 2023-1	MED TAX PAYABLE, PAYROLL	10/05/2023	5,580.60	10/06/2023	100-211000 FICA PAYABLE	1023
7879	INTERNAL REVENUE SERVICE	OCT 2023-1	FICA TAX PAYABLE, PAYROLL	10/05/2023	542.16	10/06/2023	100-211000 FICA PAYABLE	1023
Total 7879:					24,638.48			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	827820-IN	fliter for fleet	10/02/2023	66.30	10/05/2023	100-480-610 AUTOMOTIVE SUPPLIES	1023
Total 4329:					66.30			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	51276421	fire protection	09/20/2023	102.41	10/05/2023	100-417-420 Contract Services	923
Total 8667:					102.41			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	33042	maintenance	10/01/2023	190.00	10/05/2023	100-417-420 Contract Services	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8751:					190.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	1148	water tank and misc for otp restrooms.	09/27/2023	327.41	10/05/2023	100-575-612 Building Maintenance Supplies	923
7650	LOWES CREDIT SERVICES	1197	Electrical fittings	09/28/2023	21.40	10/05/2023	520-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	1217-0	permnt asphalt	09/29/2023	1,539.77	10/05/2023	100-475-600 General Supplies	923
7650	LOWES CREDIT SERVICES	1459	cable ties misc.	09/11/2023	54.99	10/05/2023	100-417-600 General Supplies	923
7650	LOWES CREDIT SERVICES	15502/94085	Tax removed	10/03/2023	2.37-		520-810-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	15502/94085	General Supplies	10/03/2023	35.77		520-810-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	71887	foam stretch wrap misc.	09/19/2023	80.38	10/05/2023	100-417-600 General Supplies	923
7650	LOWES CREDIT SERVICES	72094	PS paint supplies	09/19/2023	48.82	10/05/2023	510-840-614 Plant/Shop/Maint. Supplies	923
7650	LOWES CREDIT SERVICES	74615	PS Cleaning supplies	09/21/2023	87.56	10/05/2023	510-840-614 Plant/Shop/Maint. Supplies	923
7650	LOWES CREDIT SERVICES	75627	cleaning supplies	09/22/2023	53.67	10/05/2023	100-417-600 General Supplies	923
7650	LOWES CREDIT SERVICES	81393	paint tape misc.	09/25/2023	112.70	10/05/2023	100-417-600 General Supplies	923
7650	LOWES CREDIT SERVICES	83299	pipe misc.	09/26/2023	79.27	10/05/2023	100-417-600 General Supplies	923
7650	LOWES CREDIT SERVICES	84047	bits and post	09/27/2023	309.54	10/05/2023	100-475-600 General Supplies	923
7650	LOWES CREDIT SERVICES	84245	well 9A sump pump parts	09/27/2023	143.13	10/05/2023	510-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	84662	pipe grip line and a studs	09/27/2023	315.34	10/05/2023	100-475-600 General Supplies	923
7650	LOWES CREDIT SERVICES	84705	100ft retractable hose reel	09/27/2023	307.80	10/05/2023	100-475-605 Minor Equipment	923
7650	LOWES CREDIT SERVICES	85605	screws and fence pickets	09/28/2023	327.58	10/05/2023	100-475-600 General Supplies	923
7650	LOWES CREDIT SERVICES	91599	PS Fence supplies	09/13/2023	892.26	10/05/2023	510-840-614 Plant/Shop/Maint. Supplies	923
7650	LOWES CREDIT SERVICES	91608	PS floor scrubber/buffer	09/13/2023	589.00	10/05/2023	510-840-605 Minor Equipment	923
7650	LOWES CREDIT SERVICES	92353	Misc Supplies	10/02/2023	98.30	10/05/2023	520-810-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	95359	PS cleaning supplies	10/04/2023	66.27		510-840-614 Plant/Shop/Maint. Supplies	1023
7650	LOWES CREDIT SERVICES	96117	PS fence Slats	10/05/2023	892.26		510-840-614 Plant/Shop/Maint. Supplies	1023
7650	LOWES CREDIT SERVICES	96877	Electrical Fittings	10/05/2023	7.00		520-810-614 Supplies-Plant/Shop/Maint	1023
Total 7650:					6,387.85			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	119281	Inspection and testing services for Cottonwood Lane Reconst	07/08/2023	5,362.50	10/05/2023	100-475-745 RTC REIMBURSABLE EXPENDI	723
370	LUMOS & ASSOCIATES INC	119373	Materials testing services for the US 50/95A Sewer improvem	09/13/2023	177.50	10/05/2023	520-166100 Construction In Progress	923
370	LUMOS & ASSOCIATES INC	119455	Engineering services for 22/23 PMP project	09/15/2023	634.50	10/05/2023	100-475-430 Service-Repair and Maintenance	923
Total 370:					6,174.50			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	9/23	Road Tax (RCT) payable to Lyon County	09/30/2023	49,053.50		100-227010 Road RCT Payable to County	923
106	LYON COUNTY CLERK/TREASURER	Sep2023	1% admin to be kept by city	09/30/2023	640.00-		100-330-450 ADMINISTRATION FEES	923
106	LYON COUNTY CLERK/TREASURER	Sep2023	School Tax (RCT) payable to Lyon County	09/30/2023	64,000.00		100-227015 School RCT Payble to County	923
106	LYON COUNTY CLERK/TREASURER	TLT Sep 23	Transient Lodging Tax Sep 2023	09/30/2023	4,439.99	10/05/2023	100-227015 School RCT Payble to County	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 106:					116,853.49			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	10022023	PER DIEM FOR STAY IN LAS VEGAS	10/02/2023	291.25	10/05/2023	100-605-580 Training	1023
1111	MISCELLANEOUS ONE TIME VENDOR	1002499653	REIMB FOR CLASS ENG 102	09/29/2023	393.00	10/02/2023	200-425-580 Training	923
1111	MISCELLANEOUS ONE TIME VENDOR	1002499653	REIMB FOR TEXT BOOK DELIVERY	09/29/2023	7.99	10/02/2023	200-425-580 Training	923
1111	MISCELLANEOUS ONE TIME VENDOR	1002499653	REIMB FOR TEXT BOOK PSC 101	09/29/2023	27.00	10/02/2023	200-425-580 Training	923
1111	MISCELLANEOUS ONE TIME VENDOR	1002499653	REIMB FOR CLASS PSC 101	09/29/2023	393.00	10/02/2023	200-425-580 Training	923
1111	MISCELLANEOUS ONE TIME VENDOR	1002499653	REIMB FOR TEXT BOOK ENG 102	09/29/2023	84.77	10/02/2023	200-425-580 Training	923
1111	MISCELLANEOUS ONE TIME VENDOR	1002499653	REIMB FOR TEXT BOOK PSC 101	09/29/2023	27.99	10/02/2023	200-425-580 Training	923
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 9/26/23	REIMB FOR CEMETERY MARKER DEPOSIT PLOT CD.08.B	09/29/2023	250.00	10/05/2023	100-223200 Deferred Revenue - Cem. Plots	923
1111	MISCELLANEOUS ONE TIME VENDOR	SEPT 23	REIMB FOR TRAVEL-CMO MTG IN YERINGTON NO CITY	09/27/2023	62.23	10/05/2023	100-413-582 Travel	923
1111	MISCELLANEOUS ONE TIME VENDOR	WTP 10.4.23	REIMB FOR NDEP APP FEE	10/02/2023	110.00	10/05/2023	510-840-642 Permits and Licenses	1023
1111	MISCELLANEOUS ONE TIME VENDOR	WTP 10.4.23	REIMB FOR PSI EXAM FEE	10/02/2023	69.00	10/05/2023	510-840-642 Permits and Licenses	1023
1111	MISCELLANEOUS ONE TIME VENDOR	WTP 10.4.23	REIMB FOR NDEP APP FEE	10/02/2023	41.00	10/05/2023	510-840-642 Permits and Licenses	1023
Total 1111:					1,757.23			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	139628	criminal conflict	09/30/2023	688.50		100-414-310 Prof Serv-Legal	923
Total 8906:					688.50			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	3907212	monitoring	10/01/2023	369.00	10/05/2023	100-417-420 Contract Services	1023
Total 8814:					369.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	84079247	Fire Hydrant Spray Paint	10/03/2023	477.36		510-810-600 General Supplies	1023
Total 115:					477.36			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	398639	tire plugs for fleet	09/26/2023	54.36	10/05/2023	100-475-610 Automotive Supplies	923
58	NAPA AUTO & TRUCK PARTS	398649	Funnel and oiler	09/26/2023	25.21	10/05/2023	520-810-614 Supplies-Plant/Shop/Maint	923
58	NAPA AUTO & TRUCK PARTS	398751	v belt for mower	09/28/2023	13.19	10/05/2023	100-475-610 Automotive Supplies	923
58	NAPA AUTO & TRUCK PARTS	398971	parts for streets dump truck	10/02/2023	11.98	10/05/2023	100-475-430 Service-Repair and Maintenance	1023
58	NAPA AUTO & TRUCK PARTS	399019	blue Def wiper arm fuel cap	10/03/2023	149.05	10/05/2023	100-475-610 Automotive Supplies	1023
58	NAPA AUTO & TRUCK PARTS	399051	gas cap	10/03/2023	12.29	10/05/2023	100-475-610 Automotive Supplies	1023
58	NAPA AUTO & TRUCK PARTS	399401	anti freeze and gloves	10/10/2023	53.53		100-528-610 Automotive Supplies	1023
58	NAPA AUTO & TRUCK PARTS	399479	rags and misc. auto	10/11/2023	52.95		100-475-610 Automotive Supplies	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 58:					372.56			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Sep 23	Transient Lodging Tax Sep 2023	09/30/2023	2,663.99	10/05/2023	225-227015 TLT Payable to State	923
Total 6378:					2,663.99			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	64719	ref# 3252765	10/02/2023	40.25		100-413-315 Prof Serv-Personnel	1023
Total 7405:					40.25			
NEVADA SUPREME COURT								
8111	NEVADA SUPREME COURT	#ARINV57	Courtview Case Management Fees	08/29/2023	10,000.00		200-425-322 Prof Serv-Other	823
Total 8111:					10,000.00			
OFFICE DEPOT								
133	OFFICE DEPOT	330294912001	return desk protector	09/20/2023	11.99-	10/05/2023	100-415-600 General Supplies	923
133	OFFICE DEPOT	330441893001	Office Supplies	09/21/2023	139.96	10/05/2023	100-416-600 General Supplies	923
133	OFFICE DEPOT	330450362001	Office Supplies	09/21/2023	45.59	10/05/2023	100-416-600 General Supplies	923
133	OFFICE DEPOT	330450366001	Office Supplies	09/21/2023	9.86	10/05/2023	100-416-600 General Supplies	923
133	OFFICE DEPOT	331233721001	Ergo Keyboard	09/19/2023	110.49		100-610-605 Minor Equipment	923
133	OFFICE DEPOT	333387937001	calculator, clips, binders	09/22/2023	7.31	10/05/2023	510-840-601 Office Supplies	923
133	OFFICE DEPOT	333387937001	calculator, clips, binders	09/22/2023	10.97	10/05/2023	100-575-601 Office Supplies	923
133	OFFICE DEPOT	333387937001	calculator, clips, binders	09/22/2023	14.62	10/05/2023	510-810-601 Office Supplies	923
133	OFFICE DEPOT	333387937001	calculator, clips, binders	09/22/2023	14.62	10/05/2023	520-810-601 Office Supplies	923
133	OFFICE DEPOT	333387937001	calculator, clips, binders	09/22/2023	7.31	10/05/2023	100-417-601 OFFICE SUPPLIES	923
133	OFFICE DEPOT	333387937001	calculator, clips, binders	09/22/2023	18.28	10/05/2023	100-475-601 Supplies-Office	923
133	OFFICE DEPOT	333398007001	sheet protector	09/22/2023	1.09	10/05/2023	510-810-601 Office Supplies	923
133	OFFICE DEPOT	333398007001	sheet protector	09/22/2023	.55	10/05/2023	100-417-601 OFFICE SUPPLIES	923
133	OFFICE DEPOT	333398007001	sheet protector	09/22/2023	1.36	10/05/2023	100-475-601 Supplies-Office	923
133	OFFICE DEPOT	333398007001	sheet protector	09/22/2023	.54	10/05/2023	510-840-601 Office Supplies	923
133	OFFICE DEPOT	333398007001	sheet protector	09/22/2023	.82	10/05/2023	100-575-601 Office Supplies	923
133	OFFICE DEPOT	333398007001	sheet protector	09/22/2023	1.09	10/05/2023	520-810-601 Office Supplies	923
133	OFFICE DEPOT	333424585001	Standing Desk	10/03/2023	591.83		100-610-605 Minor Equipment	1023
133	OFFICE DEPOT	333435858001	CHAIR MAT FOR FINANCE DIRECTOR	09/28/2023	70.80		100-415-600 General Supplies	923
133	OFFICE DEPOT	333468823001	Printing BC COA	09/28/2023	24.50		100-414-550 Printing and Postage	923
133	OFFICE DEPOT	333470345001	Gen Supplies	09/27/2023	15.25	10/05/2023	100-413-600 General Supplies	923
133	OFFICE DEPOT	333470352001	Gen Supplies	09/27/2023	28.73	10/05/2023	100-413-600 General Supplies	923
133	OFFICE DEPOT	333778575001	White and Orange Copy Paper	09/21/2023	70.93		100-425-600 General Supplies	923
133	OFFICE DEPOT	335168933001	PW Printer	10/02/2023	69.99		510-840-605 Minor Equipment	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 133:					1,244.50			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5176008	Shredding	09/20/2023	66.00	10/05/2023	100-416-420 Contract Services	923
8876	PACIFIC STORAGE COMPANY	5176009	Shredding Bin	09/20/2023	16.50		100-425-322 Prof Serv-Other	923
Total 8876:					82.50			
PAPE KENWORTH								
3097	PAPE KENWORTH	14827795	fuel pump for farm dist. genset	10/05/2023	120.73		520-810-430 Service-Repair and Maintenance	1023
Total 3097:					120.73			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	23COF9	Professional Services OCT 2023	10/01/2023	6,000.00		100-413-322 Prof Serv-Other	1023
Total 8933:					6,000.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	#819 10/2023	RETIREE INSURANCE	10/03/2023	261.08		520-810-240 Group Insurance	1023
143	PUBLIC EMPLOYEES BENEFITS PROG	#819 10/2023	RETIREE INSURANCE	10/03/2023	1.08		510-810-240 Group Insurance	1023
143	PUBLIC EMPLOYEES BENEFITS PROG	#819 10/2023	RETIREE INSURANCE	10/03/2023	217.68		100-415-240 Group Insurance	1023
143	PUBLIC EMPLOYEES BENEFITS PROG	#819 10/2023	RETIREE INSURANCE	10/03/2023	94.16		100-605-240 Group Insurance	1023
Total 143:					574.00			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	Q1003583	IN HOUSE LEASE	10/02/2023	2,794.41		520-810-441 Rental	1023
8737	QUADIENT LEASING USA, INC.	Q1003583	IN HOUSE LEASE	10/02/2023	2,794.41		510-810-441 Rental	1023
Total 8737:					5,588.82			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-1375	Design services for the Villa Park reconstruction project	09/20/2023	6,505.00	10/05/2023	100-475-730 Improve other than Buildings	923
8602	RESOURCE CONCEPTS	23-1527	Water Rights Services	09/30/2023	8,125.25		510-380-500 In Lieu of Water Rights	923
Total 8602:					14,630.25			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN301314	Mark IV Test well	07/01/2023	248.00		510-810-423 Contract Services-ANALYTICAL	723
7856	SILVER STATE ANALYTICAL LABORATORIES	RN301315	Test well pump Well 9	07/01/2023	910.00		510-810-423 Contract Services-ANALYTICAL	723
7856	SILVER STATE ANALYTICAL LABORATORIES	RN301341	1st round coliform monthly samples	07/01/2023	260.00		510-810-423 Contract Services-ANALYTICAL	723
7856	SILVER STATE ANALYTICAL LABORATORIES	RN301342	Quarterly DBP	07/01/2023	980.00		510-810-423 Contract Services-ANALYTICAL	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7856	SILVER STATE ANALYTICAL LABORATORIES	RN305533	WWTP Monitoring Well Samples	09/27/2023	665.00	10/05/2023	520-810-423 Contract Services-ANALYTICAL	923
7856	SILVER STATE ANALYTICAL LABORATORIES	RN305649	september coliform samples round 2	09/28/2023	264.00	10/05/2023	510-810-423 Contract Services-ANALYTICAL	923
Total 7856:					3,327.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	22391	sign posts	10/09/2023	527.50		100-475-615 Supplies-Signs and Striping	1023
Total 170:					527.50			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	21781	jackets and vest	10/04/2023	580.00		100-475-616 Supplies-Safety	1023
265	SILVER STATE INTERNATIONAL TRUCKS	E201023981	parts for streets dump truck X201124096:01	10/03/2023	736.67		100-475-430 Service-Repair and Maintenance	1023
265	SILVER STATE INTERNATIONAL TRUCKS	E201024133	parts for dump truck X201124570:01	10/09/2023	811.60		100-475-430 Service-Repair and Maintenance	1023
265	SILVER STATE INTERNATIONAL TRUCKS	X201123615	filters for fleet	09/27/2023	109.14	10/05/2023	100-475-430 Service-Repair and Maintenance	923
265	SILVER STATE INTERNATIONAL TRUCKS	X201124145:01	rod bolts for dump truck	10/03/2023	165.36		100-475-430 Service-Repair and Maintenance	1023
265	SILVER STATE INTERNATIONAL TRUCKS	X201124367:01	oil cooler gasket	10/05/2023	94.37		100-475-430 Service-Repair and Maintenance	1023
265	SILVER STATE INTERNATIONAL TRUCKS	X201124583:01	credit	10/09/2023	249.21-		100-475-430 Service-Repair and Maintenance	1023
Total 265:					2,247.93			
SIPPOLA, REENA G.								
8878	SIPPOLA, REENA G.	23-0821	Punjabi Kumar Sushil 23TR00241	08/22/2023	150.00		100-425-330 PROF SERV-INTERPRETER	823
Total 8878:					150.00			
SOSU TV CORP								
8909	SOSU TV CORP	WC1245	Fernley Focus Videos OCT23	09/29/2023	1,083.00	10/05/2023	100-413-322 Prof Serv-Other	923
Total 8909:					1,083.00			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	OCT 2023-1	Child Support Skvarna	10/05/2023	324.46	10/05/2023	100-219900 OTHER PAYROLL PAYABLES	1023
Total 176:					324.46			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023250112182	PS Ferric Chloride	09/12/2023	15,466.00	10/05/2023	510-840-617 Chemicals	923
Total 8646:					15,466.00			
TRUCKEE CARSON IRRIGATION DIST								
227	TRUCKEE CARSON IRRIGATION DIST	125758	Water Rlghts	09/27/2023	129,667.81		510-810-698 Water Rights Protection	923

Vendor	Vendor Name		Invoice Number		Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 227:							129,667.81				
TSK											
8714	TSK		21-058.00-19		CRRC 09/01/2023 through 09/30/2023	09/30/2023	20,137.50	10/05/2023	220-480-810	ARPA	923
Total 8714:							20,137.50				
U S POSTAL SERVICE											
7344	U S POSTAL SERVICE		OCT 2023		PREPAID POSTAGE FOR IN-HOUSE BILLING	10/03/2023	1,900.00	10/03/2023	510-810-550	Printing and Postage	1023
7344	U S POSTAL SERVICE		OCT 2023		PREPAID POSTAGE FOR IN-HOUSE BILLING	10/03/2023	1,900.00	10/03/2023	520-810-550	Printing and Postage	1023
Total 7344:							3,800.00				
ULINE, INC											
8965	ULINE, INC		168456270		In Ground mounted park grill	09/14/2023	751.00	10/05/2023	100-575-600	General Supplies	923
Total 8965:							751.00				
USA BLUEBOOK											
464	USA BLUEBOOK		INV00147433		new water test kit and parts.	09/28/2023	3,350.80	10/05/2023	510-810-605	Minor Equipment	923
Total 464:							3,350.80				
VERUS ASSOCIATES NEVADA, LLC											
8606	VERUS ASSOCIATES NEVADA, LLC		2273		Well 9A no report alarm	07/01/2023	3,139.00	10/05/2023	510-810-429	Contract Services-SCADA	723
Total 8606:							3,139.00				
VOYA FINANCIAL											
8591	VOYA FINANCIAL		OCT 2023-1		DEFERRED COMPENSATION, 457	10/06/2023	2,377.50	10/06/2023	100-215000	457 PAYABLE	1023
8591	VOYA FINANCIAL		OCT 2023-1		ROTH IRA	10/06/2023	210.00	10/06/2023	100-215000	457 PAYABLE	1023
Total 8591:							2,587.50				
WASTE MANAGEMENT											
447	WASTE MANAGEMENT		25001 SEPT 23		6-82646-25001	10/02/2023	2,254.74		100-417-412	Utility Services-Refuse	1023
447	WASTE MANAGEMENT		33001 Oct 23		11-60772-33001	10/04/2023	103.14		100-417-412	Utility Services-Refuse	1023
447	WASTE MANAGEMENT		33005 Oct 23		11-60745-33005	10/04/2023	14.39		510-840-412	Utility Service-Refuse	1023
447	WASTE MANAGEMENT		33009 Oct 23		11-60774-33009	10/04/2023	84.39		510-810-412	Utility Service-Refuse	1023
447	WASTE MANAGEMENT		43003 OCT 23		11-60760-43003	10/04/2023	42.20		520-810-412	Utility Service-Refuse	1023
447	WASTE MANAGEMENT		63002 SEPT 23		11-74239-63002	10/02/2023	731.18		100-575-412	Utility Service-Refuse	1023
447	WASTE MANAGEMENT		65007 SEPT 23		6-82641-65007	10/02/2023	592.33		100-417-412	Utility Services-Refuse	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 447:					3,822.37				
WESTERN NEVADA SUPPLY CO.									
195	WESTERN NEVADA SUPPLY CO.	19881498-1	bin stock	09/22/2023	816.60	10/05/2023	510-810-613	Supplies-Meter Service	923
195	WESTERN NEVADA SUPPLY CO.	19881498-2	Bin stock	09/29/2023	584.32	10/05/2023	510-810-613	Supplies-Meter Service	923
195	WESTERN NEVADA SUPPLY CO.	19886645-0	PS Short paid freight charge	08/17/2023	64.14	10/05/2023	510-840-430	Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19912500-1	Bin stock	09/22/2023	133.30	10/05/2023	510-810-613	Supplies-Meter Service	923
195	WESTERN NEVADA SUPPLY CO.	19914955-0	PS freight short paid	09/07/2023	73.29	10/05/2023	510-840-430	Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19944571-1	PS Chem resistant unistrut	09/29/2023	200.00	10/05/2023	510-840-430	Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19944572	PS Chem resistant clamps	10/05/2023	147.30		510-840-430	Service-Repair and Maintenance	1023
195	WESTERN NEVADA SUPPLY CO.	19950327	PS bin stock	09/28/2023	29.20	10/05/2023	510-840-430	Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19951501	culvert	09/25/2023	1,082.44	10/05/2023	100-475-600	General Supplies	923
195	WESTERN NEVADA SUPPLY CO.	19951970	Sensus single and duel port MXU	09/29/2023	4,763.60	10/05/2023	510-166100	Construction In Progress	923
195	WESTERN NEVADA SUPPLY CO.	19951971	Bin stock	09/29/2023	769.09	10/05/2023	510-810-613	Supplies-Meter Service	923
195	WESTERN NEVADA SUPPLY CO.	19952848	PS chemical gaskets	09/28/2023	36.00	10/05/2023	510-840-430	Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19966576	PS replacement raw sample valve	10/05/2023	26.90		510-840-430	Service-Repair and Maintenance	1023
Total 195:					8,726.18				
WETLAB - WESTERN ENVIRON TESTING LAB									
8709	WETLAB - WESTERN ENVIRON TESTING LAB	23070107	WWTP Monitoring Well Samples	08/10/2023	501.33	10/05/2023	520-810-423	Contract Services-ANALYTICAL	823
Total 8709:					501.33				
XPRESS BILL PAY LLC									
2468	XPRESS BILL PAY LLC	9/2023	CREDIT CARD PROCESSING FEES-SEWER	09/30/2023	2,029.69	09/30/2023	520-810-609	Credit Card Fees	923
2468	XPRESS BILL PAY LLC	9/2023	CREDIT CARD PROCESSING FEES-WATER	09/30/2023	2,029.70	09/30/2023	510-810-609	Credit Card Fees	923
Total 2468:					4,059.39				
Grand Totals:					640,934.12				

Dated: _____

Mayor: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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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 29, 2023**

Mayor Neal E. McIntyre called the training meeting of the Fernley City Council to order at 8:07 am.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Albert Torres, City Manager Benjamin Marchant, Deputy City Manager, Lydia Altick, HR Manager, Mitzi Carter, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Deputy Finance Director Jennie Carrick, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Derek Starkey **Absent:** Councilman Lau, Councilwoman McKay.

1.3. Public Forum

None at this time

1.4. (For Possible Action) Approval of Agenda

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

2. TRAINING & DEVELOPMENT

2.1. For possible action. Performance Evaluation Training conducted by POOL/PACT Human Resources, including but not limited to setting SMART goals, reviewing methods to monitor performance, recognizing the principles of coaching and feedback, and writing effective performance evaluations.

Performance Evaluation Training was conducted by POOL/PACT Human Resources, Stacy Norbeck.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None at this time.

4. PUBLIC FORUM

None at this time.

5. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Training meeting adjourned at 12:30 PM. Approved by the Fernley City Council on October 18, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
OCTOBER 4, 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, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres (Zoom), Councilwoman Fran McKay, City Manager Benjamin Marchant, Deput City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Deputy City Clerk Brenda Gosser, Administrative Specialist 1 Sandy Harris, Deputy Finance Director Jennie Carrick, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams

1.3. Public Forum

None at this time

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the approval of new 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.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, 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 Sheriff Mitch Brantingham, Lyon County Sheriff's Department, reported on the tictoc trend of breaking into vehicles going around the city and asked the citizens to keep their vehicles in well-lit areas, be diligent in their neighborhoods, and keep an eye out for suspicious activities. An update was given on the recent drug investigations. The deputies do a good job of using personal protective equipment and being very cautious with the white powder. Currently, the department is applying for grant funding to get the laser drug testing systems so the deputies won't have to handle or open packages of drugs. In regards to the drug search dogs, the handlers do a good job of not putting the dogs in a position where they can have that direct contact with drugs. The dogs are looking for the odor of the drugs. The recent escapee has not been apprehended and there are investigators all over the county, as well as federal investigators. There are a few issues with the app and they are working on making it a more efficient process. He also reported that with zero tolerance in schools, the incidents are low and very minor.

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

City Manager Ben Marchant was pleased to report that his first month with the city has been a very full and exciting month. He thanked everyone for working with him and taking the time to meet. Getting to know the staff, the projects and the many issues that the city is working on has fully occupied all of his days. While learning about everything that is going on, he has already begun formulating strategies on how to best prepare the city to achieve its goals. On September 21, 2023, the Lyon County Board of County Commissioners adopted a resolution supporting City of Fernley's litigation related to the Truckee Canal. They also agreed to support the lands bill that Fernley is advocating for to be included in the current legislation. He has also met with NDOT and Mark IV to discuss the extension of the Nevada Pacific Parkway and the Raise Grant. He announced that city hall will be closed on Friday, October 27, 2023, for Nevada Day, and will be closing at 1:00 pm on Tuesday, October 31, to prepare for the Spooktacular event.

Building Official Charity Birkel gave a shout out to Bailee Scott for passing her B1 exam and she is officially a certified building inspector. The department had a new building inspector start on Monday, October 2, and his name is Joseph Motsinger. She reported the monthly stats.

Councilman Albert Torres thanked engineering, parks and the council for approving the contract to move forward on the All-Abilities park at Green Valley Park.

Councilman Hanan congratulated Bailee Schott, and thanked City Manager Ben Marchant for being here.

Mayor McIntyre reported at the TCID meeting, it was announced that water would be in the canal on November 1st. There are no scheduled shut-downs for next year to continue the project. The city has a hearing with BOR on October 17, 2023.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

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.

City Clerk Kim Swanson reported on the BIS in regards to the proposed increase in Franchise Fees. If the Council approves the BIS, staff will return on October 18, with an introduction to the bill and then again on November 1, 2023, for adoption of that bill. The increase will be effective 90 days after it's adoption.

Motion: I MOVE TO APPROVE THE BUSINESS IMPACT STATEMENT FOR A PROPOSED INCREASE TO FRANCHISE FEES FOR PUBLIC UTILITY COMPANIES PROVIDING SERVICES WITH THE CITY OF FERNLEY. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres.

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)

Councilwoman Fran McKay suggested that there should be an area in town set up just for tiny homes.

Motion: MOVE TO RE-ADDRESS TINY LOT LOCATIONS. **Action:** Approved. **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Lau. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilman Lau, Councilman Hanan, Councilwoman McKay, **No:** Councilwoman Zoberski, Councilman Torres.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None at this time.

8. PUBLIC FORUM

Fernley City resident Mary Bonno (zoom), commented on the tiny house issue. It is not fair to say that these houses should be segregated to specific areas of town.

Sandra M (zoom) stated that she has family that lives in Fernley and she will be moving to Fernley when she retires and likes the tiny homes.

9. ADJOURNMENT

The next City Council Meeting will be October 18, 2023, at 5:00 PM.

There being no further business to come before it, the Fernley City Council meeting adjourned at 5:51 PM.

Approved by the Fernley City Council on October 18, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

ATTEST: City Clerk Kim Swanson

Mayor Neal E. McIntyre

Report Criteria:

License.Status = "Active"

Business.Origination date = 9/28/2023-10/11/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
I'm Possible Wellness LLC	Rebecca Shoemaker	521 Summer St.	Fernley	NV	89408	775-835-3877	Counseling Services/Coa	Weight Loss Coaching
Brazos Thermal Systems, Inc.	Craig Opel	28770 Ave 14 1/2	Madera	CA	93638	559-674-1111	Contractor	Roofing, Insulation and Gen C
Silverado Gas and C Investments L	Silverado Gas and C	1340 West Newlands Drive	Fernley	NV	89408	775-843-4796	Convenience Store	Convenience Store and Fuelin
Silverado Gas and C Investments L	Silverado Gas and C	1340 West Newlands Drive	Fernley	NV	89408	775-843-4796	Convenience Store	Convenience Store and Fuelin
Silverado Casino Investments LLC	Silverado Casino Inv	1380 West Newlands Drive	Fernley	NV	89408	775-843-4796	Casino	Casino with Restaurant and Ba
Silverado Casino Investments LLC	Silverado Casino Inv	1380 West Newlands Drive	Fernley	NV	89408	775-843-4796	Casino	Casino with Restaurant and Ba
Colten Harrison	Colten Harrison	375 Sycamore St.	Fernley	NV	89408		Hobby/Crafter, Sewing, J	Crafter: ornaments
Holland Endeavors LLC	Joseph and Lisa Holl	475 E. Greg St. Unit 111	Sparks	NV	89431	775-787-5777	Contractor	Terrazo/Marble, Counters Cont
Grand Totals:								
								8

Report Criteria:

License.Status = "Active"

Business.Origination date = 9/28/2023-10/11/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Christopher Madsen, APN 020-371-05 TCID serial number 1057-17 in the amount of 3.08-acre feet."

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Christopher Madsen, APN 020-371-05 TCID serial number 1057-17 in the amount of 3.08 acre-feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement Christopher Madsen, APN 020-371-05 TCID serial number 1057-17 in the amount of 3.08-acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Christoper Madesen is proposing to bank 3.08 acre-feet of water rights appurtenant to APN 020-371-05 (TCID Serial Number 1057-17) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Madsen Dedication Agreement
2. Madsen Draft Deed
3. Fernley TCID Madsen_20230824

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

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

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

A Three and Eight One-Hundredths (3.08) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1057-17. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-371-05 and further described in that certain Water Rights Deed recorded in the official records of Lyon County on January 18, 2023 as Document No. 666115.

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

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

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

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

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

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

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

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

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

Dedicator

Merchant Water & Credits, LLC

316 California Ave. Suite 646

Reno, NV 89509

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
 - (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
 - (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

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

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Christopher Madsen

Date:

Assignee

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

MERCHANT WATER & CREDITS, LLC

Michael Merchant, Managing Member

Date:

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

LYON CO. APN: 020-371-05

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

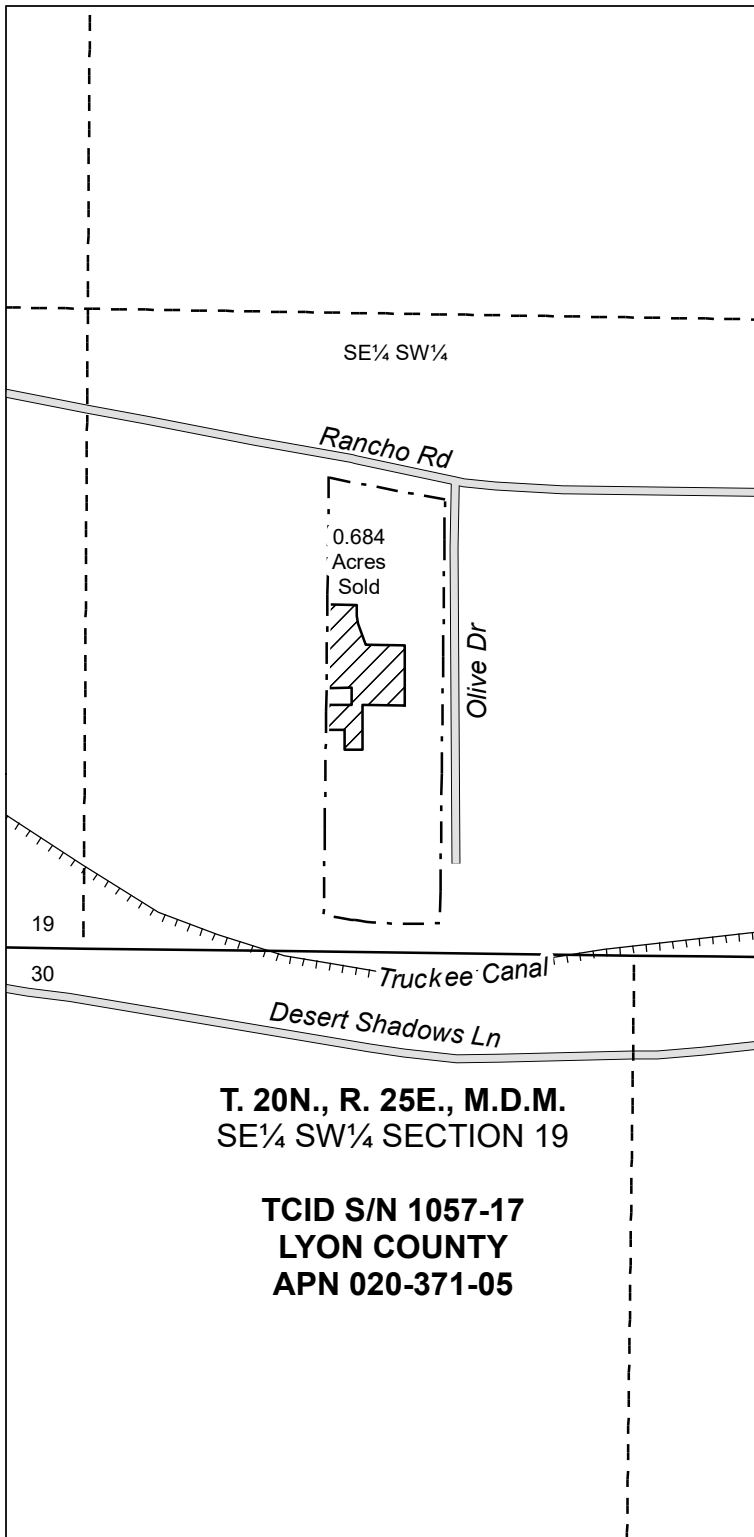
THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2023, to convey the below-mentioned water rights from CHRISTOPHER MADSEN, an individual, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

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

A three and eight one-hundredths (3.08) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1057-17. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-371-05 and further described as follows:

Lot 17, as shown on the Official Map of Fernley Ranchos Subdivision, recorded in the Official Records of Lyon County, Nevada on November 15, 1963, as Document No. 87615



DESCRIPTION

AREA OF WATER RIGHTS TO BE SOLD	0.684 ACRES (AC)
VOLUME OF WATER RIGHTS TO BE SOLD	3.08 ACRE FEET ANNUALLY (AFA)
IRRIGATION DUTY	4.5 AFA/AC



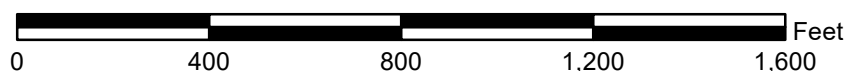
Map Compiled: 9/20/2023

- Roads
- Ditch or Canal
- Parcel Line
- 1/16 Quarter Line
- Section Line
- Area Sold

EXHIBIT A

WATER RIGHTS TO BE SOLD FROM
 TCID SERIAL #1057-17, APN 020-371-05
 SE 1/4 SW 1/4 SECTION 19, T. 20N., R. 25E., M.D.M.

1 In = 400 Ft





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Karrmyne Williams

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: x

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to ratify a contract with J-U-B ENGINEERS, Inc. to provide engineering design services for the water main relocation on the NDOT 3935 I740 Bridge project in an amount not to exceed \$49,700.

AGENDA ITEM BRIEF:

Staff is seeking ratification for a contract for engineering design and construction services with JUB Engineers for engineering design for the NDOT 3935 - I740 Bridge water main relocation.

RECOMMENDED MOTION:

"I move to ratify a contract with J-U-B ENGINEERS, Inc. to provide engineering design services for the water main relocation on the NDOT 3935 I740 Bridge project in an amount not to exceed \$49,700."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to continue with the design and construction of the NDOT 3935 - I740 Bridge Water Conflict 12-in Water Main Relocation.

BACKGROUND:

In September of 2023, staff was contacted by the Nevada Department of Transportation to talk about the next phase of their project that will rehabilitate and install seismic protection to bridge crossings on Interstate 80. The first bridge in Fernley at Exit 46, located near the Loves and Pilot Travel Stops, is nearing completion. The next bridge is located at Exit 48 which is near the Flying J Travel Center and Walmart. The work at Exit 48 will include widening the existing foundations of the bridge. NDOT and its contractor were preparing for the work and discovered the City's water main is located next to the foundations and will need to be relocated before they can complete the work on the footings.

The City has a revocable encroachment permit with the NDOT to have its waterline within the NDOT's right of way beneath the bridges. As such, if the NDOT requires the utility to be removed or relocated, they can require that the permit holder complete the work at its own expense. The City has similar rights within its right of way and has required communication and power companies to relocate conduits and poles at no expense to the City.

In order to complete the work, the City will need to provide plans to the NDOT's contractor so that they can complete the work. The City will pay for the cost of design, construction and any inspection required. The City selected JUB Engineers to do the work due to their experience working on utility projects and on projects with the City of Fernley.

Because time is of the essence, staff has directed JUB Engineers to begin work and is bringing the contract back to City Council to be ratified.

The next steps will be to complete the design work with JUB and begin the process of submitting to the Nevada Department of Environmental Protection - Bureau of Safe Drinking Water for review and approval. Once approved, the NDOT and their contractor can provide costs for construction, which will be incorporated into a reimbursement contract with NDOT that will be brought to City Council for approval.

This work was not budgeted into the current fiscal year's budget. The project costs will be paid for by the water enterprise fund.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625, NRS 338

FINANCIAL IMPLICATIONS:

This project was not budgeted and will be paid for out of the water enterprise fund.

ATTACHMENTS:

1. FULLY EXECUTED 2023.10.18 JUB Professional Services Contract
2. 202230913_JUB-Fernley-NDOTWaterMain

CONTRACT

A Contract For Professional Services

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

and

J-U-B ENGINEERS, Inc.
5190 Neil Road Ste 500
Reno, NV 89502

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

WHEREAS, it is deemed that the services of J-U-B ENGINEERS, Inc., (the "Contractor") are both necessary and in the best interests of the City; and

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.
2. **DEFINITIONS.**
 - a. "City" means City of Fernley, County of Lyon, State of Nevada.
 - b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
 - c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2023, to the 30th day of June, 2024, subject to appropriation.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

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Page 1 of 16
SV Contractor's Initial

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CONTRACT

A Contract For Professional Services

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

J-U-B ENGINEERS, Inc.
Shane Dyer
5190 Neil Road Ste 500
Reno, NV 89502

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

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

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation,

DS
Page 2 of 16
SV Contractor's Initial

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CONTRACT

A Contract For Professional Services

relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

10. CONTRACT TERMINATION.

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

DS
Page 3 of 16
SV Contractor's Initial

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CONTRACT**A Contract For Professional Services**

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

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

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

13. LIMITED LIABILITY. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the

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Page 4 of 16
SV Contractor's Initial

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CONTRACT

A Contract For Professional Services

Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

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

15. INDEMNIFICATION.

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

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

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other

DS
Page 5 of 16
SV Contractor's Initial

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CONTRACT

A Contract For Professional Services

party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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

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

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

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

DS
Page 6 of 16
SV Contractor's Initial

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CONTRACT**A Contract For Professional Services**

and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance:**

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

J-U-B ENGINEERS, Inc. has entered into a contract with Owner to perform work from July 1, 2023 to June 30, 2024 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

**Commercial General Liability Insurance:**

1) Minimum Limits required:

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

DS
Page 7 of 16
SV Contractor's Initial

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CONTRACT**A Contract For Professional Services**

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

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SD**Business Automobile Liability Insurance:**

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

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

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SD**Professional Liability Insurance:**

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

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SD**Umbrella or Excess Liability Insurance:**

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

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SD**Commercial Crime Insurance:**

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

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SD**Performance Security:**

- 1) Amount required: **\$ 0**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

DS
Page 8 of 16
SD
Contractor's Initial

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CoF Representative

CONTRACT

A Contract For Professional Services

General Requirements:

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

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

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

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither

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Page 9 of 16
SV Contractor's Initial

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CONTRACT

A Contract For Professional Services

approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

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

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

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

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

22. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps,

DS
Page 10 of 16
SV Contractor's Initial

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A Contract For Professional Services

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

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

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

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

25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any

DS
Page 11 of 16
SV Contractor's Initial

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A Contract For Professional Services

purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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

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

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

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

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

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

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

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Page 12 of 16
SV Contractor's Initial

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CONTRACT

A Contract For Professional Services

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

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

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

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

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

35. NON-DISCRIMINATION. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment,

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Page 13 of 16
SV Contractor's Initial

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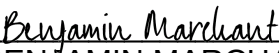
CONTRACT**A Contract For Professional Services**

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

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

CITY MANAGER

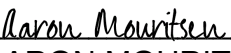
City of Fernley
Benjamin Marchant
Telephone: 775-784-9900

DocuSigned by:

BENJAMIN MARCHANT
DATED this ____ day of 9/21/2023, 20_23_.

CITY ATTORNEY

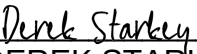
City of Fernley
Aaron Mouritsen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868

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

DocuSigned by:

AARON MOURITSEN
DATED this ____ day of 9/21/2023, 20_23_.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: ENGINEERING

DocuSigned by:

DEREK STARKEY, Department Director
DATED this ____ day of 9/24/2023, 20_23_.

CONTRACT

A Contract For Professional Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of October 18, 2023, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

DocuSigned by:
Neal E McIntyre
NEALE MCINTYRE, MAYOR
DATED this ____ day of 9/21/2023, 2023.

ATTEST:

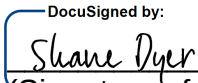
DocuSigned by:
Kimberly Swanson
KIM SWANSON, CITY CLERK
DATED this ____ day of 9/21/2023, 2023.

CONTRACT
A Contract For Professional Services

Shane K. Dyer _____, being first duly sworn, deposes and says: That
J-U-B Engineers, Inc. _____ is the Contractor; that Shane K. Dyer _____ has
read the foregoing Contract; and that Shane K. Dyer _____ understands the
terms, conditions, and requirements thereof.

CONTRACTOR

BY: Shane K. Dyer _____
TITLE: Area Manager _____
FIRM: J-U-B Engineers, Inc. _____
BUSINESS LICENSE #: NV19741000794 _____
Address: 5190 Neil Road _____
City: Reno _____ State: Nevada _____ Zip Code: 89502 _____
Telephone: 775-852-1440 _____ / Fax #: _____
E-mail Address: sdyer@jub.com _____

DocuSigned by:


(Signature of Contractor)

DATED this _____ day of _____, 9/22/2023, 20____.

STATE OF _____)
NOTARY NOT) ss
County of _____)

NEEDED WITH
DOCUSIGN
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: _____

DS
Page 16 of 16
 Contractor's Initial

DS
 CoF Representative

HELPING EACH OTHER CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

September 13, 2023

Via email: dstarkey@cityoffernley.org

Derek Starkey, P.E.
City Engineer
City of Fernley
Fernley, NV 89408

**Re: NDOT 3935 - I740 Bridge Water Conflict
12-in Water Main Relocation**

Dear Mr. Starkey:

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for design of water main relocation, permitting, bid/quote support, and construction support services for the above-referenced project, located in the City of Fernley.

The Scope of Services outlined on the following pages is based on our recent phone calls, emails and understanding of your needs and information provided to J-U-B.

The following assumptions were made while preparing this scope of work:

- City of Fernley will obtain NDOT design files and provide to J-U-B (done)
- City of Fenley will provide water system GIS and record drawings to J-U-B
- All new water main (300± LF) will be C900 PVC or restrained joint ductile iron, poly-wrapped.
- The Plans will be prepared in NDOT format, and to the extent possible, will comply with City of Fernley design standards. Plans will be submitted to NDEP for Water Project Approval.
- An NDOT Occupancy Permit application will be submitted for the water main relocation (the current NDOT permit may be amended to include the water main work, or a new permit may be issued).
- The City of Fernley will provide the approved plans to NDOT in order to obtain a quote from their bridge project Contractor.
- No water service or fire hydrant reconnections are expected.
- All trenches will receive permanent bituminous T-patch, surface restoration (assumed 1" mill/overlay with open grade), and restriping per NDOT Standard Plans
- Inspection and materials testing by NDOT
- Pressure testing and Bac-T by City of Fernley

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PHASE 1 – DESIGN & BID/QUOTE SERVICES

Task 1: Project Management, Meetings & Coordination

\$3,900

This task will include the general project management of the work effort including communication and coordination with J-U-B team and internal meetings as required. The project management will also include communication with the Client, Monthly budget tracking and invoicing, and ongoing document handling and filing.

Assumptions:

The work will be limited to one administrative Client meeting in Fernley, other Client meetings will be online virtual meetings.

Task 2A: NDOT Permitting

\$7,500

J-U-B will set up, prepare for, and attend both a Pre-Design Meeting and a Pre-Submittal desk audit with NDOT. J-U-B will coordinate these meetings with the City of Fernley. Additionally, throughout the course of the permitting effort, we will:

- Perform periodic check-ins with NDOT Encroachment Permit review personnel as related to water main relocation and roadway restoration. Issues or concerns raised by NDOT will be addressed and incorporated into our design plan set, as necessary, under Task 4.
- Prepare encroachment permit submittal package, including the following:
 - NDOT encroachment application and checklists
 - Water Main Relocation Plans
 - Roadway restoration plan sheets.
 - Plan Specifications

Assumptions:

We have assumed that the appropriate traffic control plans will be taken from the NDOT Standard Plans. Should NDOT require additional traffic control plans, these will be deferred until a contractor is awarded contract, and the contractor will provide traffic control plans prepared by an ATSSA certified traffic control supervisor prior to initiating the NDOT permit for construction. Therefore, preparation of traffic control plans is not included with this contract. If NDOT requires that either conceptual, preliminary and/or final traffic control plans are to be included with our permit submittal package (before a contractor is selected), this work will be completed under a separate contract.

Task 2B: NDEP BSDW Permitting

\$7,500

Permitting will be required with NDEP's Bureau of Safe Drinking Water. Specifically, an application for approval of water project will be submitted to fulfill state requirements for the project. The permitting efforts will include one round of revisions and a final submittal.

- Prepare water project submittal package, including the following:
 - NDEP Application for Approval of Water Project
 - Water Main Relocation Plans
 - Construction Completion Form

Assumptions:



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Water modeling is not included but can be performed by J-U-B (Innovyze InfoWater) if required by NDSP BSDW. City of Fernley to provide water model to J-U-B if modeling is required,

Task 3: 50% and 90% Plans Production

\$12,800

J-U-B will develop preliminary 50% plans. In conformance with the City of Fernley, Orange Book requirements, and NDOT/Silver Book requirements, the plans will show the general intent and major elements of the design, including horizontal pipe alignment, preliminary vertical pipe profile, pipe material, thrust blocks, fittings, restrained portions of pipe, and any needed utility conflict resolution and connections to existing water main(s).

The plan package will consist of the following:

- A. General Notes Sheet, Plan Specifications (Water) and City of Fernley and/or Orange Book specifications (as-needed), NDOT Standard Plans and Silver Book specifications, Legend, and Abbreviations utilizing NDOT standards.
- B. Plan and Profile Sheets
Sheets showing the horizontal and vertical locations of proposed water pipes and structures will be prepared for the project. The plan views will show existing surface features and existing utilities as depicted in the topographic survey provided by NDOT/Jacobs. Design assumption is that the pipe will achieve minimum clearances needed with respect to existing utilities in the vicinity. If potential conflicts arise, or "vulnerable" utilities are within excavation limits (eg. data conduits, etc.), offsets, relocations, or replacements will be shown or called-out for further design recommendations or coordination with other agencies.
- C. Surface Restoration
Provide sheet showing street restoration per City of Fernley, Orange Book requirements and/or NDOT & Silver Book requirements, as needed. Restoration sheets will display anticipated limits of permanent trench patch, based on the limits of removal and replacement of both the existing and proposed water mains.
- D. Details
J-U-B will provide details of pipe trench backfill, thrust blocks and other relevant appurtenances, as needed.

J-U-B will review the 50% plans with the City of Fernley and incorporate comments into the 90% design. J-U-B will refine horizontal and vertical locations of pipes and structures, provide additional details (as needed), and will develop a detailed Opinion of Probable Construction Cost (Engineer's Estimate). J-U-B will submit plans to the City of Fernley for a 90% design review.

It is assumed that front-end project specifications will not be required since this work has been assumed to be added to the exiting NDOT construction contract. City of Fernley Standard Details/Specifications and NDOT "Silver Book" will be utilized for project technical specifications with minor modifications, as needed, to fit the work. Specifications will be referenced or provided on the plans or for inclusion in the contract documents. Additional specifications ("book specifications") are not included in this scope of work.



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Task 4: 100%/NDOT & NDEP Permit Plans**\$7,000**

J-U-B will further develop the plans based on input from the City of Fernley during the 90% review. J-U-B will refine horizontal and vertical locations of pipes, provide additional details (as needed), and will develop a 100% Opinion of Probable Construction Cost (Engineer's Estimate).

The 100% Plan set will be submitted to NDOT as part of the encroachment permit application. Plans will be revised, as-needed, per NDOT comments and review until final 100% plans are approved by NDOT.

The 100% Plan set will be submitted to NDEP BSDW as part of the Water Project permit application. Plans will be revised, as-needed, per NDEP BSDW comments and review until final 100% plans are approved by NDEP BSDW.

Task 5: Issue for Bid/Quote Plans & Bid/Quote Support**\$2,000**

After review and approval of the plans by NDEP, NDOT and the City of Fernley, J-U-B will provide support for the bid/quote process. J-U-B shall issue bid documents to the City for quote by NDOT to bridge work contractor and/or prospective bidders, and attend a pre-bid meeting. Other assistance includes issuing addenda and conformed drawings as appropriate, interpreting and/or clarifying the bidding documents; assisting in the evaluation of the bid/quote proposals and recommendation of a contract award. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder. J-U-B shall not prepare front-end bid documents, or contracts between the client and contractor/builder.

PHASE 2 – CONSTRUCTION SERVICES**Task 6: Construction Administration Assistance****\$7,000**

J-U-B will provide professional construction phase services as specifically stated below and as requested by the Client. For budgeting purposes, we have included site visits to the project site from our office as needed to address field items and attend weekly progress meetings. We will also provide responses to RFI's, review contractor materials submittals, and change order requests. We have budgeted time to provide these services during the beginning of construction, during the installation of the proposed pipe, asphalt patching, utility raising, through punch walks and project close out. This budget is based on a 10-working day construction schedule (estimated).

Clarifications and Interpretations. J-U-B will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. J-U-B may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Shop Drawings and Samples. J-U-B will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.



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Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. J-U-B shall not have the authority or responsibility to stop the work of any Contractor.

Task 7: Record Drawings

\$2,000

Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor and Inspector. Provide City of Fernley with pdf set of Record Drawings.

SCHEDULE

We will work with NDOT and the City of Fernley to develop a final schedule that is acceptable to all parties. The general goal of the project is to begin design late September, submit for permits end October, and begin construction mid December 2023. This schedule can be adjusted, as needed, to best suit the needs of NDOT and the City of Fernley with respect to desired date of substantial completion of construction.

ITEMS PROVIDED BY CLIENT OR OTHERS

It is assumed that Client will provide the following items:

- 1) All fees payable to government entities and utility purveyors/agencies, unless otherwise stated in the Scope of Services.
- 2) Materials Testing, Inspection, and Engineer-of-Record services per NDOT and City of Fernley requirements.
- 3) Topo and subsurface utility information will be provided from the NDOT Project.
- 4) Replacement of 250± LF 12-in C900 main anticipated.

ADDITIONAL SERVICES

Any items requested not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. J-U-B can provide the following services, however; they are not included in the limited scope of this agreement:

- 1) Phasing of project/separate plan sets
- 2) Significant revisions to Plans and/or desired Scope after 50% Design
- 3) Analysis or design for other utilities outside of the water alignment (storm drain, other water and sewer, or other relocations of gas, electrical, fiber, communications) if necessary.
- 4) Construction Staking



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FEE AND BILLING

J-U-B ENGINEERS, Inc. proposes to perform the services in Tasks 1 – 8 of the Scope of Services on a Time & Materials, not-to-exceed basis, as follows:

PHASE 1 – DESIGN & BID/QUOTE SERVICES

Task 1	PM, Meetings & Coordination	\$ 3,900
Task 2A	NDOT Permit	\$ 7,500
Task 2B	NDEP BSDW Permit	\$ 7,500
Task 3	50% & 90% Plans Production	\$ 12,800
Task 4	100%/NDOT/NDEP Permit Plans	\$ 7,000
Task 5	Issue for Bid/Quote Plans & Bid/Quote Support	\$ 2,000
	Sub total	\$ 40,700

PHASE 2 – CONSTRUCTION SERVICES

Task 6	Construction Administration Assistance	\$ 7,000
Task 7	Record Drawings	\$ 2,000
	Sub total	\$ 9,000

Reimbursable Fees	\$ 300
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TOTAL Services (T&M, not-to-exceed)	\$ 49,700
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Direct reimbursable expenses such as express delivery services, fees, plotting and other direct expenses will be billed at cost + 10%, or as otherwise shown in the attached fee schedule. All permitting, application and similar project fees will be paid directly by the Client, unless otherwise stated in the Scope of Services. Mileage will be billed at the current Federal Rate.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Fees stated in this Agreement are valid for sixty (60) days after the date of this letter. We look forward to working with the City of Fernley on this important infrastructure project. Please do not hesitate to contact us if you have questions.

Regards,

J-U-B ENGINEERS, Inc.

Mike Wilhelm, P.E.
Program Manager

Attachments: 2023 J-U-B Fee Schedule; Project Limits Exhibit

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



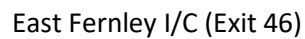
GATEWAY
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INC.

J-U-B FAMILY OF COMPANIES

J-U-B Engineers Fee Schedule 2023

Labor Category	Hourly Rate
Principal / Program Manager	\$229-\$270
Project Engineer – Senior/Lead	\$201-\$240
Project Manager	\$184-\$205
Project Engineer	\$176-\$240
Project Designer	\$137-\$158
CAD Designer	\$107-\$160
Environmental Specialist Lead/Senior	\$141-\$217
Environmental Scientist	\$98-\$141
Survey PLS – Senior/Discipline Lead	\$207-\$220
Survey PLS - Lead	\$162-\$180
Survey Technician – Lead/Senior	\$123-\$147
Project Designer	\$137-\$158
Assistant Designer/Intern	\$87-\$110
Survey Technician	\$92-\$110
Project Financial Accountant	\$89-\$117
Administrative Assistant	\$59-\$83

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A 10 percent markup will be applied to Subconsultant fees.





September 13, 2023

Via email: dstarkey@cityoffernley.org

Derek Starkey, P.E.
City Engineer
City of Fernley
Fernley, NV 89408

**Re: NDOT 3935 - I740 Bridge Water Conflict
12-in Water Main Relocation**

Dear Mr. Starkey:

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for design of water main relocation, permitting, bid/quote support, and construction support services for the above-referenced project, located in the City of Fernley.

The Scope of Services outlined on the following pages is based on our recent phone calls, emails and understanding of your needs and information provided to J-U-B.

The following assumptions were made while preparing this scope of work:

- City of Fernley will obtain NDOT design files and provide to J-U-B (done)
- City of Fenley will provide water system GIS and record drawings to J-U-B
- All new water main (300± LF) will be C900 PVC or restrained joint ductile iron, poly-wrapped.
- The Plans will be prepared in NDOT format, and to the extent possible, will comply with City of Fernley design standards. Plans will be submitted to NDEP for Water Project Approval.
- An NDOT Occupancy Permit application will be submitted for the water main relocation (the current NDOT permit may be amended to include the water main work, or a new permit may be issued).
- The City of Fernley will provide the approved plans to NDOT in order to obtain a quote from their bridge project Contractor.
- No water service or fire hydrant reconnections are expected.
- All trenches will receive permanent bituminous T-patch, surface restoration (assumed 1" mill/overlay with open grade), and restriping per NDOT Standard Plans
- Inspection and materials testing by NDOT
- Pressure testing and Bac-T by City of Fernley

PHASE 1 – DESIGN & BID/QUOTE SERVICES

Task 1: Project Management, Meetings & Coordination

\$3,900

This task will include the general project management of the work effort including communication and coordination with J-U-B team and internal meetings as required. The project management will also include communication with the Client, Monthly budget tracking and invoicing, and ongoing document handling and filing.

Assumptions:

The work will be limited to one administrative Client meeting in Fernley, other Client meetings will be online virtual meetings.

Task 2A: NDOT Permitting

\$7,500

J-U-B will set up, prepare for, and attend both a Pre-Design Meeting and a Pre-Submittal desk audit with NDOT. J-U-B will coordinate these meetings with the City of Fernley. Additionally, throughout the course of the permitting effort, we will:

- Perform periodic check-ins with NDOT Encroachment Permit review personnel as related to water main relocation and roadway restoration. Issues or concerns raised by NDOT will be addressed and incorporated into our design plan set, as necessary, under Task 4.
- Prepare encroachment permit submittal package, including the following:
 - NDOT encroachment application and checklists
 - Water Main Relocation Plans
 - Roadway restoration plan sheets.
 - Plan Specifications

Assumptions:

We have assumed that the appropriate traffic control plans will be taken from the NDOT Standard Plans. Should NDOT require additional traffic control plans, these will be deferred until a contractor is awarded contract, and the contractor will provide traffic control plans prepared by an ATSSA certified traffic control supervisor prior to initiating the NDOT permit for construction. Therefore, preparation of traffic control plans is not included with this contract. If NDOT requires that either conceptual, preliminary and/or final traffic control plans are to be included with our permit submittal package (before a contractor is selected), this work will be completed under a separate contract.

Task 2B: NDEP BSDW Permitting

\$7,500

Permitting will be required with NDEP's Bureau of Safe Drinking Water. Specifically, an application for approval of water project will be submitted to fulfill state requirements for the project. The permitting efforts will include one round of revisions and a final submittal.

- Prepare water project submittal package, including the following:
 - NDEP Application for Approval of Water Project
 - Water Main Relocation Plans
 - Construction Completion Form

Assumptions:

Water modeling is not included but can be performed by J-U-B (Innovyze InfoWater) if required by NDSP BSDW. City of Fernley to provide water model to J-U-B if modeling is required,

Task 3: 50% and 90% Plans Production **\$12,800**

J-U-B will develop preliminary 50% plans. In conformance with the City of Fernley, Orange Book requirements, and NDOT/Silver Book requirements, the plans will show the general intent and major elements of the design, including horizontal pipe alignment, preliminary vertical pipe profile, pipe material, thrust blocks, fittings, restrained portions of pipe, and any needed utility conflict resolution and connections to existing water main(s).

The plan package will consist of the following:

- A. General Notes Sheet, Plan Specifications (Water) and City of Fernley and/or Orange Book specifications (as-needed), NDOT Standard Plans and Silver Book specifications, Legend, and Abbreviations utilizing NDOT standards.
- B. Plan and Profile Sheets
Sheets showing the horizontal and vertical locations of proposed water pipes and structures will be prepared for the project. The plan views will show existing surface features and existing utilities as depicted in the topographic survey provided by NDOT/Jacobs. Design assumption is that the pipe will achieve minimum clearances needed with respect to existing utilities in the vicinity. If potential conflicts arise, or "vulnerable" utilities are within excavation limits (eg. data conduits, etc.), offsets, relocations, or replacements will be shown or called-out for further design recommendations or coordination with other agencies.
- C. Surface Restoration
Provide sheet showing street restoration per City of Fernley, Orange Book requirements and/or NDOT & Silver Book requirements, as needed. Restoration sheets will display anticipated limits of permanent trench patch, based on the limits of removal and replacement of both the existing and proposed water mains.
- D. Details
J-U-B will provide details of pipe trench backfill, thrust blocks and other relevant appurtenances, as needed.

J-U-B will review the 50% plans with the City of Fernley and incorporate comments into the 90% design. J-U-B will refine horizontal and vertical locations of pipes and structures, provide additional details (as needed), and will develop a detailed Opinion of Probable Construction Cost (Engineer's Estimate). J-U-B will submit plans to the City of Fernley for a 90% design review.

It is assumed that front-end project specifications will not be required since this work has been assumed to be added to the exiting NDOT construction contract. City of Fernley Standard Details/Specifications and NDOT "Silver Book" will be utilized for project technical specifications with minor modifications, as needed, to fit the work. Specifications will be referenced or provided on the plans or for inclusion in the contract documents. Additional specifications ("book specifications") are not included in this scope of work.

Task 4: 100%/NDOT & NDEP Permit Plans

\$7,000

J-U-B will further develop the plans based on input from the City of Fernley during the 90% review. J-U-B will refine horizontal and vertical locations of pipes, provide additional details (as needed), and will develop a 100% Opinion of Probable Construction Cost (Engineer's Estimate).

The 100% Plan set will be submitted to NDOT as part of the encroachment permit application. Plans will be revised, as-needed, per NDOT comments and review until final 100% plans are approved by NDOT.

The 100% Plan set will be submitted to NDEP BSDW as part of the Water Project permit application. Plans will be revised, as-needed, per NDEP BSDW comments and review until final 100% plans are approved by NDEP BSDW.

Task 5: Issue for Bid/Quote Plans & Bid/Quote Support

\$2,000

After review and approval of the plans by NDEP, NDOT and the City of Fernley, J-U-B will provide support for the bid/quote process. J-U-B shall issue bid documents to the City for quote by NDOT to bridge work contractor and/or prospective bidders, and attend a pre-bid meeting. Other assistance includes issuing addenda and conformed drawings as appropriate, interpreting and/or clarifying the bidding documents; assisting in the evaluation of the bid/quote proposals and recommendation of a contract award. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder. J-U-B shall not prepare front-end bid documents, or contracts between the client and contractor/builder.

PHASE 2 – CONSTRUCTION SERVICES

Task 6: Construction Administration Assistance

\$7,000

J-U-B will provide professional construction phase services as specifically stated below and as requested by the Client. For budgeting purposes, we have included site visits to the project site from our office as needed to address field items and attend weekly progress meetings. We will also provide responses to RFI's, review contractor materials submittals, and change order requests. We have budgeted time to provide these services during the beginning of construction, during the installation of the proposed pipe, asphalt patching, utility raising, through punch walks and project close out. This budget is based on a 10-working day construction schedule (estimated).

Clarifications and Interpretations. J-U-B will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. J-U-B may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Shop Drawings and Samples. J-U-B will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. J-U-B shall not have the authority or responsibility to stop the work of any Contractor.

Task 7: Record Drawings

\$2,000

Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor and Inspector. Provide City of Fernley with pdf set of Record Drawings.

SCHEDULE

We will work with NDOT and the City of Fernley to develop a final schedule that is acceptable to all parties. The general goal of the project is to begin design late September, submit for permits end October, and begin construction mid December 2023. This schedule can be adjusted, as needed, to best suit the needs of NDOT and the City of Fernley with respect to desired date of substantial completion of construction.

ITEMS PROVIDED BY CLIENT OR OTHERS

It is assumed that Client will provide the following items:

- 1) All fees payable to government entities and utility purveyors/agencies, unless otherwise stated in the Scope of Services.
- 2) Materials Testing, Inspection, and Engineer-of-Record services per NDOT and City of Fernley requirements.
- 3) Topo and subsurface utility information will be provided from the NDOT Project.
- 4) Replacement of 250± LF 12-in C900 main anticipated.

ADDITIONAL SERVICES

Any items requested not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. J-U-B can provide the following services, however; they are not included in the limited scope of this agreement:

- 1) Phasing of project/separate plan sets
- 2) Significant revisions to Plans and/or desired Scope after 50% Design
- 3) Analysis or design for other utilities outside of the water alignment (storm drain, other water and sewer, or other relocations of gas, electrical, fiber, communications) if necessary.
- 4) Construction Staking

FEE AND BILLING

J-U-B ENGINEERS, Inc. proposes to perform the services in Tasks 1 – 8 of the Scope of Services on a Time & Materials, not-to-exceed basis, as follows:

PHASE 1 – DESIGN & BID/QUOTE SERVICES

Task 1	PM, Meetings & Coordination	\$ 3,900
Task 2A	NDOT Permit	\$ 7,500
Task 2B	NDEP BSDW Permit	\$ 7,500
Task 3	50% & 90% Plans Production	\$ 12,800
Task 4	100%/NDOT/NDEP Permit Plans	\$ 7,000
Task 5	Issue for Bid/Quote Plans & Bid/Quote Support	\$ 2,000
Sub total		\$ 40,700

PHASE 2 – CONSTRUCTION SERVICES

Task 6	Construction Administration Assistance	\$ 7,000
Task 7	Record Drawings	\$ 2,000
Sub total		\$ 9,000

Reimbursable Fees \$ 300

TOTAL Services (T&M, not-to-exceed) \$ 49,700

Direct reimbursable expenses such as express delivery services, fees, plotting and other direct expenses will be billed at cost + 10%, or as otherwise shown in the attached fee schedule. All permitting, application and similar project fees will be paid directly by the Client, unless otherwise stated in the Scope of Services. Mileage will be billed at the current Federal Rate.

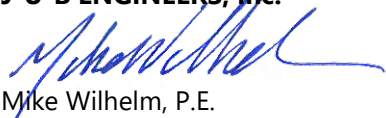
Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Fees stated in this Agreement are valid for sixty (60) days after the date of this letter. We look forward to working with the City of Fernley on this important infrastructure project. Please do not hesitate to contact us if you have questions.

Regards,

J-U-B ENGINEERS, Inc.



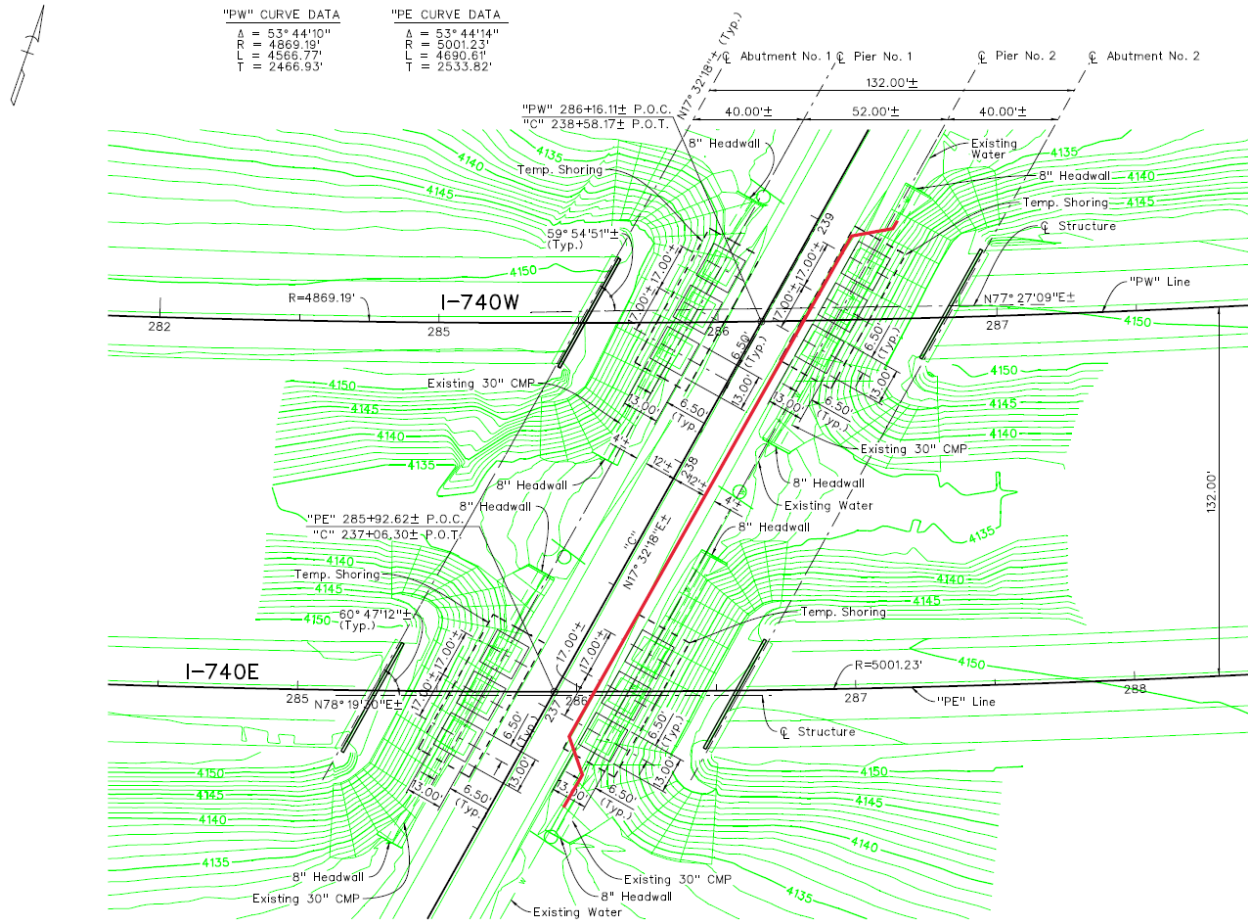
Mike Wilhelm, P.E.
Program Manager

Attachments: 2023 J-U-B Fee Schedule; Project Limits Exhibit

**J-U-B Engineers
Fee Schedule 2023**

Labor Category	Hourly Rate
Principal / Program Manager	\$229-\$270
Project Engineer – Senior/Lead	\$201-\$240
Project Manager	\$184-\$205
Project Engineer	\$176-\$240
Project Designer	\$137-\$158
CAD Designer	\$107-\$160
Environmental Specialist Lead/Senior	\$141-\$217
Environmental Scientist	\$98-\$141
Survey PLS – Senior/Discipline Lead	\$207-\$220
Survey PLS - Lead	\$162-\$180
Survey Technician – Lead/Senior	\$123-\$147
Project Designer	\$137-\$158
Assistant Designer/Intern	\$87-\$110
Survey Technician	\$92-\$110
Project Financial Accountant	\$89-\$117
Administrative Assistant	\$59-\$83

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A 10 percent markup will be applied to Subconsultant fees.



East Fernley I/C (Exit 46)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Tiffany Wood

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

510-810-430

520-810-430

510-840-430

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the 2023/2024 Annual Material Supplier Contract

AGENDA ITEM BRIEF:

This is an annual contract award for Material Supplies for the City of Fernley water distribution, water treatment and wastewater departments. This can include such things as meters, piping, fire hydrants, boxes and lids, etc. (Inventory Pricing List)

RECOMMENDED MOTION:

"I move to approve the award of an annual 2023-2024 Material Supplier Contract to Western Nevada Supply for an amount not to exceed the unit pricing listed in the attached inventory pricing list".

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The City contracts with a local material supplier to obtain supplies and equipment at fixed unit costs. The supplier provides water and wastewater supplies such as water meters, water and sewer pipe, fire hydrants, manhole lids, valve covers, etc. to the City of Fernley Public Works Department. This contract is renewed annually and helps the city to “lock in” prices for the year and allow for more accurate budgeting. These materials are vital for the operation and maintenance of the City’s infrastructure.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: NRS 332

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, the Lyon County News Leader and the City of Fernley website on 5/26, 6/2, 6/9, 6/16 with a closing date of 6/28/2023. No bids were received, so it was run again on 7/31 and 8/7 and closed on 8/11/2023. Western Nevada Supply was the only bid received for the Annual Material Supplier Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2023-2024 Inventnory List
2. 2023-2024 Materials Bid Opening Table 2
3. WNS Bid 2023

APPENDIX A--SPECIFICATIONS

The work consists of supplying the City with the materials and/or equipment on an as-needed basis through one of the following two ways:

- 1) Supplier will provide material stocking services on a monthly basis, or as directed by the Public Works Department, for the materials labeled “Supplier Stocking”. The minimum and maximum material quantities required will be provided by Public Works.
- 2) Supplier will provide material on an as-needed basis when contacted by the Public Works Department. The minimum and maximum material quantities required will be provided by Public Works.
- 3) Supplier will provide a complete list of all inventory items with pricing for each item.
- 4) All materials must conform to the requirements of the Federal Government’s Reduction of Lead in Drinking Water Act.

The City’s Water and Sewer Materials Inventory to be supplied will consist of the following:

***Supplier Stocking**

Water Inventory

Curb Stop Valves

- ¾ FIP x FIP CURB STP
- 1 FIP x FIP CURB STP
- 1 ¼ FIP x FIP CURB STP
- 1 ½ FIP x FIP CURB STP
- 2 FIP x FIP CURB STP
- ½ x 2
- ½ x 2 ½ BRS NIP
- ½ x 3 BRS NIP
- ½ x 3 ½ BRS NIP
- ½ x 4
- ½ x 4 ½ BRS NIP

Corp Stop Valves

- ¾ MIP x MIP CORP STP
- 1 MIP x MIP CORP STP
- 1 ¼ MIP x MIP CORP STP
- 1 ½ MIP x MIP CORP STP
- 2 MIP x MIP CORP STP
- ½ x 5 BRS NIP
- ½ x 5 ½ BRS NIP
- ¾ x CLS
- ¾ x 1 BRS NIP
- ¾ x 1 ½

Brass Unions []*

- ½ BRS 125 LB UNION
- ¾ BRS 125 LB UNION
- 1 BRS 125 LB UNION
- 1 ¼ BRS 125 LB UNION
- 1 ½ BRS 125 LB UNION
- 2 BRS 125 LB UNION
- ¾ x 2
- ¾ x 2 ½
- ¾ x 3
- ¾ x 3 ½
- ¾ x 4
- ¾ x 4 ½
- ¾ x 5
- ¾ x 5 ½
- ¾ x 6

Brass Nipples []*

- ½ x CLS BRS NIP
- ½ x 1 ½ BRS NIP
- ¾ x 10 BRS NIP
- ¾ x 12

Brass Nipples [] (Continued)*

- 1 x CLS
- 1 x 1
- 1 x 1 ½
- 1 x 2
- 1 x 2 ¼
- 1 x 2 ½
- 1 x 3
- 1 x 3 ½
- 1 x 4
- 1 x 4 ½
- 1 x 5
- 1 x 5 ½ BRS NIP
- 1 x 6 BRS NIP
- 1 x 10
- 1 ¼ x CLS BRS NIP
- 1 ¼ x 1 BRS NIP
- 1 ¼ x 2 BRS NIP
- 1 ¼ x 3 BRS NIP
- 1 ¼ x 4 BRS NIP
- 1 ¼ x 5 BRS NIP
- 1 ¼ x 6 BRS NIP
- 1 ¼ x 10 BRS NIP
- 1 ¼ x 12 BRS NIP
- 1 ½ x CLS
- 1 ½ x 1 BRS NIP
- 1 ½ x 1 ½ NIP
- 1 ½ x 2
- 1 ½ x 2 ½
- 1 ½ x 3
- 1 ½ x 3 ½
- 1 ½ x 4
- 1 ½ x 4 ½
- 1 ½ x 5
- 1 ½ x 5 ½
- 1 ½ x 6
- 1 ½ x 10 BRS NIP
- 1 ½ x 12
- 2 x CLS
- 2 x 1
- 2 x 1 ¼
- 2 x 1 ½ BRS NIP

- 2 x 2 ½
- 2 x 3
- 2 x 4
- 2 x 5
- 2 x 6
- 2 x 10
- 2 x 12

Meter Setter Yokes

- 5/8 x ¾ x 12 MTR SET B-2434-2 W/C
- ¾ x 12 MTR RESET
- ¾" x 18 MTR RESET
- 1" x 12 METER SET
- 1 ½ x 12 METER SET
- FORD 1 ½ x 18 MTR SET
- 2" x 12 METER SET
- RESETTERS 1" x 18"

Fire Hydrant Meters

- 2 ½ THD I GATE VAV
- 2 ½ FNST SW x 2 ½ MIP
- 2 ½ MIP x 2 ½ MNST
- 2 ½ FNST x 2 ½
- 3" x 2 ½" REDUCER BRASS BUSHING
- 2 ½" CC BRASS NIPPLE
- KITS-Mueller Repair

Fitting Std Male

- ¾ COMP CTS x MIP ADPT
- ¾" MIP x COMP IPS ADPT

Fitting Std Male (Continued)

- 1" COMP CTS x MIP ADPT
- 1" MIP x COMP IPS ADPT
- 1 ¼" COMP CTS x MIP ADPT
- 1 ¼" IPS COMP x MIP
- 1 ½" MIP x COMP IPS ADPT
- 1 ½ COMP CTS x MIP ADPT
- 2" COMP CTS x MIP ADPT

Compression Fitting CTS Female

- ¾" COMP CTS x FIP ADPT
- ¾" FIP x COMP IPS ADPT
- 1" COMP CTS x FIP ADPT

- 1 ½" COMP CTS x FIP ADPT
- 2" COMP CTS x FIP ADPT
- 1 ¼" COMP CTS x FIP ADPT

Compression Fitting CTS DBLE EN

- ¾" COMP x COMP CTS CPLG
- 1" COMP x COMP CTS CPLG
- 1 ¼" COMP x COMP CTS
CPLG
- 1 ¼" COMP x IPS
- 1 ½" COMP x COMP CTS
CPLG
- 2" COMP x COMP CTS CPLG
- 2 ½" COMP x COMP CTS
CPLG

Meters []*

- OMNI 1 ½" TRPL 1000-GAL
WATER METER
- OMNI 2" TRPL 1000-GAL
WATER METER
- SENSUS SR 3" TRPL 1000-
GAL WATER METER
- SENSUS SR 3" CMP TRPL
1000-GAL WATER METER
- SENSUS SRH 4" TURBINE
TRPLY 1000-GAL WATER
METER
- SENSUS SRH 4" CMPD
TRPLY 500 CU FT WATER
METER
- SENSUS iPERL ¾" 7.5LL 1000
Gal TRPL
- SENSUS iPERL ¾" 9.5LL 1000
Gal TRPL
- SENSUS iPERL 1" 1000 Gal
TRPL

MXU Units

- SENSUS M2 FLEXNET 520M
DUAL PORT
- SENSUS 520M TOUCHREAD
CABLE
- SENSUS MXU M-520M
SINGLE PORT UNIT

Meter Registers

- SENSUS ¾" REGISTER SRII
TRPL 1000 GAL
- SENSUS 1" REGISTER SRII
TRPL 1000 GAL
- SENSUS 1 ½" REGISTER SRII
TRPL 1000 GAL
- SENSUS 2" REGISTER SRII
TRPL 1000 GAL

Fire Hydrants

- MUELLER A-423, 5 ¼ SUPER
CENTURION 4' BURRY
(250 PSI)
- MUELLER A-423, 5 ¼ SUPER
CENTURION 5' BURRY
(250 PSI)

Fire Hydrant Ext. Sets

- MUELLER A320-020 24 HYD.
EXT. COMP. 5 ¼
- MUELLER A320-020 12 HYD.
EXT. COMP. 5 ¼

Boxes []*

- B16 CONC BOX 12 x 12 ¼
- B16 CONC EXT 12" HIGH
- B36 CONC BOX 17 ¼ x 30
- B36 CONC EXT 12" HIGH
- G5 VALVE BOXES
CONCRETE 12" HIGH
- G5 VALVE BOX
EXTENSIONS

Lids Metal/Concrete

- B16 STL LID
- B36 STL LID
- B16 CONC LID WITH PROBE
HOLE
- B36 CONC LID WITH 2
PROBE HOLES
- G5 VALVE BOX LID
MARKED "WATER"

Fiberlyte Boxes & Lids

- B16 TOP BOX

- B36 TOP BOX
- B16 LID
- B36 LID
- B16 EXTENSION
- B36 EXTENSION

Water Pipe

- 4" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 6" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 8" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 10" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 12" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 14" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 16" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 18" x 20' WATER PIPE (DR18 CL150 PVC C-900)

Brass T's []*

- ½" BRASS T'S
- ½" GALVANIZED T'S
- ¾" BRASS T'S
- 1" BRASS T'S
- 1 ¼" BRASS T'S
- 1 ½" BRASS T'S
- 2" BRASS T'S

Brass 90's []*

- ½" BRASS 90'S
- ¾" BRASS 90'S
- 1" BRASS 90'S
- 1 ¼" BRASS 90'S
- 1 ½" BRASS 90'S
- 2" BRASS 90'S

Brass 45's []*

- ½" BRASS 45'S
- ¾" BRASS 45'S
- 1" BRASS 45'S
- 1 ¼" BRASS 45'S

- 1 ½" BRASS 45'S

- 2" BRASS 45'S

Brass Bell Reducers (BRS CPLG) []*

- ¾ X ½ BRASS BELL REDUCERS

- 1 x ¾ BRASS BELL REDUCERS

- 2 x ¾ BRASS BELL REDUCERS

- 2 x 1 BRASS BELL REDUCERS

- 2 x 1 ½ BRASS BELL REDUCERS

Brass Reducer Bushing (BRS HEX BUSH) []*

- ¾ x ½ BRASS REDUCER BUSHING

- 1 x ¾ BRASS REDUCER BUSHING

- 1 ¼ x ¾ BRS HEX BUSH

- 1 ¼ x 1 BRS HEX BUSH

- 1 ½ x ¾ BRS HEX BUSH

- 1 ½ x 1 BRASS REDUCER BUSHING

- 1 ½ x 1 ¼ BRS HEX BUSH

- 2 x ¾ BRASS REDUCER BUSHING

- 2 x 1 BRASS REDUCER BUSHING

- 2 x 1 ½ BRASS REDUCER BUSHING

- 2 x 1 ¼ BRASS REDUCER BUSHING

Brass Straight Couplings []*

- ½" BRASS STRAIGHT COUPLINGS

- ¾" BRASS STRAIGHT COUPLINGS

- 1" BRASS STRAIGHT COUPLINGS

- 1 ¼" BRASS STRAIGHT COUPLINGS

- 1 ½" BRASS STRAIGHT COUPLINGS
- 2" BRASS STRAIGHT COUPLINGS

Brass Plugs []*

- ½" BRASS PLUGS
- ¾" BRASS PLUGS
- 1" BRASS PLUGS
- 1 ¼" BRASS PLUGS
- 1 ½" BRASS PLUGS
- 2" BRASS PLUGS

Brass Check Valves []*

- ½" BRASS CHECK VALVES (NIBC T413Y ½ THD CHK VALVE)
- ¾" BRASS CHECK VALVES (NIBC T413Y ¾ THD CHK VALVE)
- 1" BRASS CHECK VALVES (NIBC T413Y 1 THD CHK VALVE)
- 1 ¼" BRASS CHECK VALVES (NIBC 1 ¼ THD CHK VALVE)
- 1 ½" BRASS CHECK VALVE (NIBC T413Y 1 ½ THD CHK VALVE)
- 2" BRASS CHECK VALVE (NIBC T413Y 2 THD CHK VALVE)

Schedule 80 PVC coupling

- ¾" SLIP X SLIP COUPLING
- ¾" SLIP X FIP COUPLING
- ¾" SLIP X MIP COUPLING
- 1" SLIP X SLIP COUPLING
- 1" SLIP X FIP COUPLING
- 1" SLIP X MIP COUPLING

Schedule 80 PVC 90's elbow

- ¾" SLIP X SLIP 90 ELBOW
- ¾" SLIP X FIP 90 ELBOW
- 1" SLIP X SLIP 90 ELBOW
- 1" SLIP X FIP 90 ELBOW

Schedule 80 PVC 45's elbow

- ¾" SLIP X SLIP 45 ELBOW
- ¾" SLIP X FIP 45 ELBOW
- 1" SLIP X SLIP 45 ELBOW
- 1" SLIP X FIP 45 ELBOW

Schedule 80 PVC T's

- ¾" T SLIP X SLIP X SLIP
- 1" T SLIP X SLIP X SLIP

Schedule 80 PVC Reducer Coupling

- 1" MALE SLIP X ¾" FEMALE SLIP
- 1" FEMALE SLIP X ¾" FIP REDUCER

Schedule 80 PVC Pipe

- 10' X ¾" PIPE
- 10' X 1" PIPE

Sewer Inventory

Sewer Couplings

- 6 SG PVC SWR 45
- 6 x 4 SLIP x G PVC SWR INCR
- 4 SG PVC SWR 45
- 4 SG PVC SWR 22 ½
- 6 SG PVC SWR 22 ½
- 4" STRAIGHT SEWER COUPLING
- 6" STRAIGHT SEWER COUPLING
- 8" STRAIGHT SEWER COUPLING
- 10" STRAIGHT SEWER COUPLING
- 8 x 6 SLIP x SLIP REDUCER

Sewer Plugs

- 4 PVC SWR SPG END PLUG
- 6 PVC SWR SPG END PLUG
- 8 PVC SWR SPG END PLUG

Wingnut Plugs

- 4 ERCO T CONE SWR PLUG
- 6 ERCO T CONE SWR PLUG
- 8 ERCO T CONE SWR PLUG

Sewer Caps

- 4 SG PVC SWR CAP
- 6 SG PVC SWR CAP
- 6" SLIP ON SWR CAP
- 8" SLIP ON SWR CAP

Sewer Pipe

- 4" x 20' SDR 35 PVC SWR PIPE
- 6" x 20' SDR 35 PVC SWR PIPE
- 8" x 20' SDR 35 PVC SWR PIPE
- 10" x 20' SDR 35 PVC SWR PIPE

Bids will be accepted on a **material unit cost** basis. Bid packages shall also include any miscellaneous charges such as minimal hourly charges, travel charges and/or mobilization/demobilization charges.

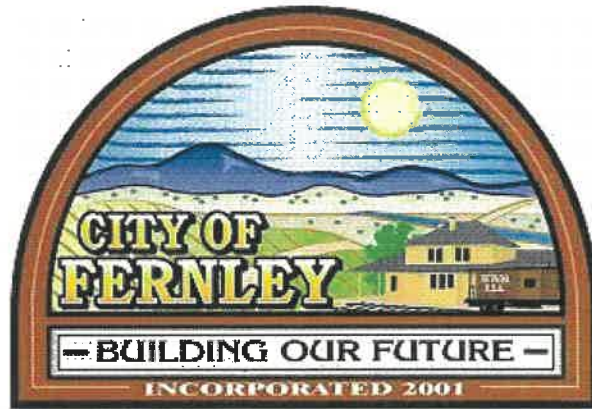
No proposal will be accepted from a Material Supplier who is not able to provide all materials listed within the specifications of this advertisement.



2023-2024 Annual Materials Supplier Contract
City of Fernley – Public Works Department
Bid Opening August 11, 2023; 3:00 PM

Name of Bidders	Proposal Amount
Western Nevada Supply	\$ 50,570.56

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



**2023-2024
ANNUAL
MATERIAL SUPPLIER
CONTRACT**

BID OPENING: August 11th, 2023, at 3:00 P.M

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

TABLE OF CONTENTS

Advertisement for Proposals	3
Information for Bidders	4
Preparation of Bid	4
Submission of Bids	4
No-Bid-No Response	5
Withdrawal of Bids	5
Late Bids	5
Award of Contracts	5
Bidder's Preference	5
Default of Contract	5
Appeal by Unsuccessful bidder	6
Appendix A-Specifications	7
Contract	13
Acknowledgement	23

ADVERTISEMENT FOR BIDS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2023-2024 Annual Materials Supplier Contract, at 595 Silver Lace Blvd, Fernley, NV 89408. Bids must be **received** by **Friday, August 11th, 2023**. Bids will be opened at 3:00 P.M.

The Scope of Work consists of:

Supplying the City with the materials and/or equipment described in the technical specifications of the bid package. All materials must conform to the requirements of the Federal Government's Reduction of Lead in Drinking Water Act.

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

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

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

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

Barry Williams, Acting Public Works Director

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

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

2. SUBMISSION OF BIDS:

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

Annual Materials Supplier Contract Bid

3. NO BID-NO RESPONSE:

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

4. WITHDRAWAL OF BIDS:

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

5. LATE BIDS:

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

6. BIDDER'S PREFERENCE:

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

7. AWARD OF CONTRACT:

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

8. DEFAULT OF CONTRACT:

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

9. APPEAL BY UNSUCCESSFUL BIDDER

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

Annual Materials Supplier Contract Bid

APPENDIX A--SPECIFICATIONS

The work consists of supplying the City with the materials and/or equipment on an as-needed basis through one of the following two ways:

- 1) Supplier will provide material stocking services on a monthly basis, or as directed by the Public Works Department, for the materials labeled "Supplier Stocking". The minimum and maximum material quantities required will be provided by Public Works.
- 2) Supplier will provide material on an as-needed basis when contacted by the Public Works Department. The minimum and maximum material quantities required will be provided by Public Works.
- 3) Supplier will provide a complete list of all inventory items with pricing for each item.
- 4) All materials must conform to the requirements of the Federal Government's Reduction of Lead in Drinking Water Act.

The City's Water and Sewer Materials Inventory to be supplied will consist of the following:

*Supplier Stocking

Water Inventory

Curb Stop Valves

- ¾ FIP x FIP CURB STP
- 1 FIP x FIP CURB STP
- 1 ¼ FIP x FIP CURB STP
- 1 ½ FIP x FIP CURB STP
- 2 FIP x FIP CURB STP
- ½ x 2
- ½ x 2 ½ BRS NIP
- ½ x 3 BRS NIP
- ½ x 3 ½ BRS NIP
- ½ x 4
- ½ x 4 ½ BRS NIP

Corp Stop Valves

- ¾ MIP x MIP CORP STP
- 1 MIP x MIP CORP STP
- 1 ¼ MIP x MIP CORP STP
- 1 ½ MIP x MIP CORP STP
- 2 MIP x MIP CORP STP
- ½ x 5 BRS NIP
- ½ x 5 ½ BRS NIP
- ¾ x CLS
- ¾ x 1 BRS NIP
 - ¾ x 1 ½
- ¾ x 2

Brass Unions []*

- ½ BRS 125 LB UNION
- ¾ BRS 125 LB UNION
- 1 BRS 125 LB UNION
- 1 ¼ BRS 125 LB UNION
- 1 ½ BRS 125 LB UNION
- 2 BRS 125 LB UNION
- ¾ x 2 ½
- ¾ x 3
- ¾ x 3 ½
- ¾ x 4
- ¾ x 4 ½
- ¾ x 5
- ¾ x 5 ½
- ¾ x 6

Brass Nipples []*

- ½ x CLS BRS NIP
- ½ x 1 ½ BRS NIP
- ¾ x 10 BRS NIP
- ¾ x 12

Brass Nipples [] (Continued)*

- 1 x CLS
- 1 x 1
- 1 x 1 ½
- 1 x 2
- 1 x 2 ¼
- 1 x 2 ½
- 1 x 3
- 1 x 3 ½
- 1 x 4
- 1 x 4 ½
- 1 x 5
- 1 x 5 ½ BRS NIP
- 1 x 6 BRS NIP
- 1 x 10
- 1 ¼ x CLS BRS NIP
- 1 ¼ x 1 BRS NIP
- 1 ¼ x 2 BRS NIP
- 1 ¼ x 3 BRS NIP
- 1 ¼ x 4 BRS NIP
- 1 ¼ x 5 BRS NIP
- 1 ¼ x 6 BRS NIP
- 1 ¼ x 10 BRS NIP
- 1 ¼ x 12 BRS NIP
- 1 ½ x CLS
- 1 ½ x 1 BRS NIP
- 1 ½ x 1 ½ NIP
- 1 ½ x 2
- 1 ½ x 2 ½
- 1 ½ x 3
- 1 ½ x 3 ½
- 1 ½ x 4
- 1 ½ x 4 ½
- 1 ½ x 5
- 1 ½ x 5 ½
- 1 ½ x 6
- 1 ½ x 10 BRS NIP
- 1 ½ x 12
- 2 x CLS
- 2 x 1
- 2 x 1 ¼
- 2 x 1 ½ BRS NIP

- 2 x 2 ½
- 2 x 3
- 2 x 4
- 2 x 5
- 2 x 6
- 2 x 10
- 2 x 12

Meter Setter Yokes

- 5/8 x ¾ x 12 MTR SET B-2434-2 W/C
- ¾ x 12 MTR RESET
- ¾" x 18 MTR RESET
- 1" x 12 METER SET
- 1 ½ x 12 METER SET
- FORD 1 ½ x 18 MTR SET
- 2" x 12 METER SET
- RESETTERS 1" x 18"

Fire Hydrant Meters

- 2 ½ THD I GATE VAV
- 2 ½ FNST SW x 2 ½ MIP
- 2 ½ MIP x 2 ½ MNST
- 2 ½ FNST x 2 ½
- 3" x 2 ½" REDUCER BRASS BUSHING
- 2 ½" CC BRASS NIPPLE
- KITS-Mueller Repair

Fitting Std Male

- ¾ COMP CTS x MIP ADPT
- ¾" MIP x COMP IPS ADPT

Fitting Std Male (Continued)

- 1" COMP CTS x MIP ADPT
- 1" MIP x COMP IPS ADPT
- 1 ¼" COMP CTS x MIP ADPT
- 1 ¼" IPS COMP x MIP
- 1 ½" MIP x COMP IPS ADPT
- 1 ½ COMP CTS x MIP ADPT
- 2" COMP CTS x MIP ADPT

Compression Fitting CTS Female

- ¾" COMP CTS x FIP ADPT
- ¾" FIP x COMP IPS ADPT
- 1" COMP CTS x FIP ADPT

- 1 ½" COMP CTS x FIP ADPT
- 2" COMP CTS x FIP ADPT
- 1 ¼" COMP CTS x FIP ADPT

Compression Fitting CTS DBLE EN

- ¾" COMP x COMP CTS CPLG
- 1" COMP x COMP CTS CPLG
- 1 ¼" COMP x COMP CTS
CPLG
- 1 ¼" COMP x IPS
- 1 ½" COMP x COMP CTS
CPLG
- 2" COMP x COMP CTS CPLG
- 2 ½" COMP x COMP CTS
CPLG

Meters []*

- OMNI 1 ½" TRPL 1000-GAL
WATER METER
- OMNI 2" TRPL 1000-GAL
WATER METER
- SENSUS SR 3" TRPL 1000-
GAL WATER METER
- SENSUS SR 3" CMP TRPL
1000-GAL WATER METER
- SENSUS SRH 4" TURBINE
TRPLY 1000-GAL WATER
METER
- SENSUS SRH 4" CMPD
TRPLY 500 CU FT WATER
METER
- SENSUS iPERL ¾" 7.5LL 1000
Gal TRPL
- SENSUS iPERL ¾" 9.5LL 1000
Gal TRPL
- SENSUS iPERL 1" 1000 Gal
TRPL

MXU Units

- SENSUS M2 FLEXNET 520M
DUAL PORT
- SENSUS 520M TOUCHREAD
CABLE
- SENSUS MXU M-520M
SINGLE PORT UNIT

Meter Registers

- SENSUS ¾" REGISTER SRH
TRPL 1000 GAL
- SENSUS 1" REGISTER SRH
TRPL 1000 GAL
- SENSUS 1 ½" REGISTER SRH
TRPL 1000 GAL
- SENSUS 2" REGISTER SRH
TRPL 1000 GAL

Fire Hydrants

- MUELLER A-423, 5 ¼ SUPER
CENTURION 4' BURY
(250 PSI)
- MUELLER A-423, 5 ¼ SUPER
CENTURION 5' BURY
(250 PSI)

Fire Hydrant Ext. Sets

- MUELLER A320-020 24 HYD.
EXT. COMP. 5 ¼
- MUELLER A320-020 12 HYD.
EXT. COMP. 5 ¼

Boxes []*

- B16 CONC BOX 12 x 12 ¼
- B16 CONC EXT 12" HIGH
- B36 CONC BOX 17 ¼ x 30
- B36 CONC EXT 12" HIGH
- G5 VALVE BOXES
CONCRETE 12" HIGH
- G5 VALVE BOX
EXTENSIONS

Lids Metal/Concrete

- B16 STL LID
- B36 STL LID
- B16 CONC LID WITH PROBE
HOLE
- B36 CONC LID WITH 2
PROBE HOLES
- G5 VALVE BOX LID
MARKED "WATER"

Fiberlyte Boxes & Lids

- B16 TOP BOX

Annual Materials Supplier Contract Bid

- B36 TOP BOX
- B16 LID
- B36 LID
- B16 EXTENSION
- B36 EXTENSION

Water Pipe

- 4" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 6" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 8" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 10" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 12" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 14" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 16" x 20' WATER PIPE (DR18 CL150 PVC C-900)
- 18" x 20' WATER PIPE (DR18 CL150 PVC C-900)

Brass T's []*

- ½" BRASS T'S
- ½" GALVANIZED T'S
- ¾" BRASS T'S
- 1" BRASS T'S
- 1 ¼" BRASS T'S
- 1 ½" BRASS T'S
- 2" BRASS T'S

Brass 90's []*

- ½" BRASS 90'S
- ¾" BRASS 90'S
- 1" BRASS 90'S
- 1 ¼" BRASS 90'S
- 1 ½" BRASS 90'S
- 2" BRASS 90'S

Brass 45's []*

- ½" BRASS 45'S
- ¾" BRASS 45'S
- 1" BRASS 45'S
- 1 ¼" BRASS 45'S

- 1 ½" BRASS 45'S
- 2" BRASS 45'S

Brass Bell Reducers (BRS CPLG) []*

- ¾ X ½ BRASS BELL REDUCERS
- 1 x ¾ BRASS BELL REDUCERS
- 2 x ¾ BRASS BELL REDUCERS
- 2 x 1 BRASS BELL REDUCERS
- 2 x 1 ½ BRASS BELL REDUCERS

Brass Reducer Bushing (BRS HEX BUSH) []*

- ¾ x ½ BRASS REDUCER BUSHING
- 1 x ¾ BRASS REDUCER BUSHING
- 1 ¼ x ¾ BRS HEX BUSH
- 1 ¼ x 1 BRS HEX BUSH
- 1 ½ x ¾ BRS HEX BUSH
- 1 ½ x 1 BRASS REDUCER BUSHING
- 1 ½ x 1 ¼ BRS HEX BUSH
- 2 x ¾ BRASS REDUCER BUSHING
- 2 x 1 BRASS REDUCER BUSHING
- 2 x 1 ½ BRASS REDUCER BUSHING
- 2 x 1 ¼ BRASS REDUCER BUSHING

Brass Straight Couplings []*

- ½" BRASS STRAIGHT COUPLINGS
- ¾" BRASS STRAIGHT COUPLINGS
- 1" BRASS STRAIGHT COUPLINGS
- 1 ¼" BRASS STRAIGHT COUPLINGS

Annual Materials Supplier Contract Bid

- 1 ½" BRASS STRAIGHT COUPLINGS
- 2" BRASS STRAIGHT COUPLINGS

Brass Plugs []*

- ½" BRASS PLUGS
- ¾" BRASS PLUGS
- 1" BRASS PLUGS
- 1 ¼" BRASS PLUGS
- 1 ½" BRASS PLUGS
- 2" BRASS PLUGS

Brass Check Valves []*

- ½" BRASS CHECK VALVES (NIBC T413Y ½ THD CHK VALVE)
- ¾" BRASS CHECK VALVES (NIBC T413Y ¾ THD CHK VALVE)
- 1" BRASS CHECK VALVES (NIBC T413Y 1 THD CHK VALVE)
- 1 ¼" BRASS CHECK VALVES (NIBC 1 ¼ THD CHK VALVE)
- 1 ½" BRASS CHECK VALVE (NIBC T413Y 1 ½ THD CHK VALVE)
- 2" BRASS CHECK VALVE (NIBC T413Y 2 THD CHK VALVE)

Schedule 80 PVC coupling

- ¾" SLIP X SLIP COUPLING
- ¾" SLIP X FIP COUPLING
- ¾" SLIP X MIP COUPLING
- 1" SLIP X SLIP COUPLING
- 1" SLIP X FIP COUPLING
- 1" SLIP X MIP COUPLING

Schedule 80 PVC 90's elbow

- ¾" SLIP X SLIP 90 ELBOW
- ¾" SLIP X FIP 90 ELBOW
- 1" SLIP X SLIP 90 ELBOW
- 1" SLIP X FIP 90 ELBOW

Schedule 80 PVC 45's elbow

- ¾" SLIP X SLIP 45 ELBOW
- ¾" SLIP X FIP 45 ELBOW
- 1" SLIP X SLIP 45 ELBOW
- 1" SLIP X FIP 45 ELBOW

Schedule 80 PVC T's

- ¾" T SLIP X SLIP X SLIP
- 1" T SLIP X SLIP X SLIP

Schedule 80 PVC Reducer Coupling

- 1" MALE SLIP X ¾" FEMALE SLIP
- 1" FEMALE SLIP X ¾" FIP REDUCER

Schedule 80 PVC Pipe

- 10' X ¾" PIPE
- 10' X 1" PIPE

Sewer Inventory

Sewer Couplings

- 6 SG PVC SWR 45
- 6 x 4 SLIP x G PVC SWR INCR
- 4 SG PVC SWR 45
- 4 SG PVC SWR 22 ½
- 6 SG PVC SWR 22 ½
- 4" STRAIGHT SEWER COUPLING
- 6" STRAIGHT SEWER COUPLING
- 8" STRAIGHT SEWER COUPLING
- 10" STRAIGHT SEWER COUPLING
- 8 x 6 SLIP x SLIP REDUCER

Sewer Plugs

- 4 PVC SWR SPG END PLUG
- 6 PVC SWR SPG END PLUG
- 8 PVC SWR SPG END PLUG

Wingnut Plugs

- 4 ERCO T CONE SWR PLUG
- 6 ERCO T CONE SWR PLUG
- 8 ERCO T CONE SWR PLUG

Sewer Caps

- 4 SG PVC SWR CAP
- 6 SG PVC SWR CAP
- 6" SLIP ON SWR CAP
- 8" SLIP ON SWR CAP

Sewer Pipe

- 4" x 20' SDR 35 PVC SWR PIPE
- 6" x 20' SDR 35 PVC SWR PIPE
- 8" x 20' SDR 35 PVC SWR PIPE
- 10" x 20' SDR 35 PVC SWR PIPE

Bids will be accepted on a **material unit cost** basis. Bid packages shall also include any miscellaneous charges such as minimal hourly charges, travel charges and/or mobilization/demobilization charges.

No proposal will be accepted from a Material Supplier who is not able to provide all materials listed within the specifications of this advertisement.

APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

Western Nevada Supply
GREG HIGGINS
950 South Rock Blvd
Sparks, NV 89431

5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT C: (fill in with description or list N/A)
ATTACHMENT D: (fill in with description or list N/A)
- Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.
7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
 - c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **CONTRACT TERMINATION.**
- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, and (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
 - b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
 - d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15

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

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

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

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

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

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

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

15. **INDEMNIFICATION.**

A. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees,

liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

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

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

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

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

Annual Materials Supplier Contract Bid

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

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

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

COF

CTR

Workers' Compensation and Employer's Liability Insurance:

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

has entered into a contract with Owner to perform work from _____ to _____

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

COF

CTR

Annual Materials Supplier Contract Bid

Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

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

COF

CTR

Business Automobile Liability Insurance:

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

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

COF

CTR

Professional Liability Insurance:

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

COF

CTR

Umbrella or Excess Liability Insurance:

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

COF

CTR

Commercial Crime Insurance:

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

COF

CTR

Performance Security:

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

General Requirements:

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

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

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

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

Annual Materials Supplier Contract Bid

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

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

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

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

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

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

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

Annual Materials Supplier Contract Bid

to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

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

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

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

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

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

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

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

28. GOVERNING LAW; VENUE. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts,

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

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

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

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

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

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

Annual Materials Supplier Contract Bid

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

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

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

CITY ATTORNEY

City of Fernley
Aaron Mouritsen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868

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

Aaron Mouritsen

DATED this day of , 20 .

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department:

BARRY WILLIAMS, PUBLIC WORKS DIRECTOR

DATED this day of , 20 .

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL MCINTYRE, MAYOR

DATED this day of , 20 .

Annual Materials Supplier Contract Bid

ATTEST:

KIM SWANSON, CITY CLERK

DATED this day of , 20 .

Annual Materials Supplier Contract Bid

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

CONTRACTOR

BY: _____
TITLE: _____
FIRM: _____
BUSINESS LICENSE #: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ / Fax #: _____
E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__ .

STATE OF _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____



WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

TO: CITY OF FERNLEY
355 COTTONWOOD LN.
FERNLEY, NV 89408

DATE: 07/01/23 NO. 992709.1
EFFECTIVE 07/01/23 TO 06/30/24

TERMS: NET 30 DAYS PAGE# 1

FOB: JOBSITE

JOB:2023-2024 FERNLEY MATERIAL SUP

PREP. BY: ROD SMITH
775-353-0231

REMARKS:

* CITY OF FERNLEY *

rsmith@gobluesteam.com

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Western Nevada Supply Co expressly reserves the right to equitably adjust the quoted price at any time prior to shipment in the event that material costs increase for reasons beyond our control

*** SALES TAX NOT INCLUDED ***

Qty	Part #	Description	Price.....	Extended
1		====> CURB STOP VALVES		
1	WBF1CA0027	CALF 3/4 FIP X FIP CURB STP	80.71	80.71
1	WBF1CA0028	CALF 1 FIP X FIP CURB STP	125.41	125.41
1	WBF1CA0153	CALF 1-1/4 FIP X FIP LOCKWING CURB STOP	215.29	215.29
1	WBF1CA0029	CALF 1-1/2 FIP X FIP CURB STP	258.72	258.72
1	WBF1CA0030	CALF 2 FIP X FIP CURB STP	378.60	378.60
2		====> CORP STOP VALVES		
1	WBF1CA0078	CALF 3/4 MIP X MIP CORP STP	69.50	69.50
1	WBF1CA0013	CALF 1 MIP X MIP CORP STP	95.81	95.81
1	WBF1CA0150	CALF 1-1/4 MIP X MIP CORP STP	151.21	151.21
1	WBF1CA0014	CALF 1-1/2 MIP X MIP CORP STP	191.78	191.78
1	WBF1CA0015	CALF 2 MIP X MIP CORP STP	327.09	327.09
3		====> BRASS UNIONS		
1	PFBCA00133	CALF 1/2 BRS UNION	11.44	11.44
1	PFBCA00134	CALF 3/4 BRS UNION	15.85	15.85
1	PFBCA00135	CALF 1 BRS UNION	21.00	21.00
1	PFBCA00136	CALF 1-1/4 BRS UNION	30.75	30.75
1	PFBCA00137	CALF 1-1/2 BRS UNION	36.29	36.29
1	PFBCA00138	CALF 2 BRS UNION	55.87	55.87
4		====> BRASS NIPPLES		
1	PFB1211520	CALF 1/2 XCLS BRS NIP	2.27	2.27
1	PFB1211540	CALF 1/2 X 1-1/2 BRS NIP	2.63	2.63
1	PFB1211560	CALF 1/2 X 2 BRS NIP	3.08	3.08
1	PFB1211580	CALF 1/2 X 2-1/2 BRS NIP	3.67	3.67
1	PFB1211600	CALF 1/2 X 3 BRS NIP	4.30	4.30
1	PFB1211620	CALF 1/2 X 3-1/2 BRS NIP	4.91	4.91
1	PFB1211640	CALF 1/2 X 4 BRS NIP	5.62	5.62

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE..: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#.: 2

Qty	Part #	Description	Price.....	Extended
1	PFB1211660	CALF 1/2 X 4-1/2 BRS NIP	6.11	6.11
1	PFB1211680	CALF 1/2 X 5 BRS NIP	6.73	6.73
1	PFB1211700	CALF 1/2 X 5-1/2 BRS NIP	7.39	7.39
1	PFB1212020	CALF 3/4 X CLS BRS NIP	3.26	3.26
1	PFB1212040	CALF 3/4 X 1-1/2 BRS NIP	3.48	3.48
1	PFB1212060	CALF 3/4 X 2 BRS NIP	4.12	4.12
1	PFB1212080	CALF 3/4 X 2-1/2 BRS NIP	4.77	4.77
1	PFB1212100	CALF 3/4 X 3 BRS NIP	5.50	5.50
1	PFB1212120	CALF 3/4 X 3-1/2 BRS NIP	6.18	6.18
1	PFB1212140	CALF 3/4 X 4 BRS NIP	7.18	7.18
1	PFB1212160	CALF 3/4 X 4-1/2 BRS NIP	7.81	7.81
1	PFB1212180	CALF 3/4 X 5 BRS NIP	8.62	8.62
1	PFB1212200	CALF 3/4 X 5-1/2 BRS NIP	9.41	9.41
1	PFB1212220	CALF 3/4 X 6 BRS NIP	10.48	10.48
1	WZNS964197	CALF 3/4 X 10 BRS NIP	12.87	12.87
1	PFB1212340	CALF 3/4 X 12 BRS NIP	20.09	20.09
1	PFB1212520	CALF 1 XCLS BRS NIP	4.82	4.82
1	PFB1212560	CALF 1 X 2 BRS NIP	5.94	5.94
1	PFB1212580	CALF 1 X 2-1/2 BRS NIP	6.93	6.93
1	PFB1212600	CALF 1 X 3 BRS NIP	7.98	7.98
1	PFB1212620	CALF 1 X 3-1/2 BRS NIP	9.24	9.24
1	PFB1212640	CALF 1 X 4 BRS NIP	10.39	10.39
1	PFB1212660	CALF 1 X 4-1/2 BRS NIP	11.60	11.60
1	PFB1212680	CALF 1 X 5 BRS NIP	12.82	12.82
1	PFB1212700	CALF 1 X 5-1/2 BRS NIP	14.04	14.04
1	PFB1212720	CALF 1 X 6 BRS NIP	15.30	15.30
1	PBB1214319	CALF 1 X 10 BRS NIP	25.26	25.26
1	PFB1213020	CALF 1-1/4 XCLS BRS NIP	7.27	7.27
1	PFB1213060	CALF 1-1/4 X 2 BRS NIP	8.30	8.30
1	PFB1213100	CALF 1-1/4 X 3 BRS NIP	11.11	11.11
1	PFB1213140	CALF 1-1/4 X 4 BRS NIP	14.63	14.63
1	PFB1213180	CALF 1-1/4 X 5 BRS NIP	17.87	17.87
1	PFB1213220	CALF 1-1/4 X 6 BRS NIP	21.34	21.34
1	WZNS964198	CALF 1-1/4 X 10 BRS NIP	28.32	28.32
1	PFB1213221	CALF 1-1/4 X 12 BRS NIP	42.20	42.20
1	PFB1213520	CALF 1-1/2 XCLS BRS NIP	9.45	9.45
1	PFB1213560	CALF 1-1/2 X 2 BRS NIP	10.17	10.17
1	PFB1213580	CALF 1-1/2 X 2-1/2 BRS NIP	12.18	12.18
1	PFB1213600	CALF 1-1/2 X 3 BRS NIP	14.00	14.00
1	PFB1213620	CALF 1-1/2 X 3-1/2 BRS NIP	16.08	16.08
1	PFB1213640	CALF 1-1/2 X 4 BRS NIP	18.24	18.24
1	WZNS964199	CALF 1-1/2 X 4-1/2 BRS NIP	15.02	15.02
1	PFB1213680	CALF 1-1/2 X 5 BRS NIP	22.67	22.67
1	PFB1213700	CALF 1-1/2 X 5-1/2 BRS NIP	24.81	24.81
1	PFB1213720	CALF 1-1/2 X 6 BRS NIP	26.94	26.94

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE...: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#: 3

Qty	Part #	Description	Price.....	Extended
1	WZNS964200	CALF 1-1/2 X 10 BRS NIP	33.04	33.04
1	PFB1213721	CALF 1-1/2 X 12 BRS NIP	52.86	52.86
1	PFB1214020	CALF 2 X CLS BRS NIP	14.39	14.39
1	PFB1214080	CALF 2 X 2-1/2 BRS NIP	15.54	15.54
1	PFB1214100	CALF 2 X 3 BRS NIP	17.93	17.93
1	PFB1214140	CALF 2 X 4 BRS NIP	23.46	23.46
1	PFB1214180	CALF 2 X 5 BRS NIP	29.00	29.00
1	PFB1214220	CALF 2 X 6 BRS NIP	34.64	34.64
1	WZNS964201	CALF 2 X 10 BRS NIP	42.92	42.92
1	PFB1214222	CALF 2 X 12 BRS NIP	68.25	68.25
5	====> METER SETTER YOKES			
1	WZNS964205	CALF 5/8X3/4X12 MTR SET W/CHK B2434RN-2	168.42	168.42
1	WBF1CA0112	CALF 3/4 X 12 MTR RESET	240.62	240.62
1	WBF1CA0113	CALF 3/4 X 18 MTR RESET	275.38	275.38
1	WZNS914460	CALF 1 X 12 MTR SET	274.52	274.52
1	WZNS964210	CALF 1-1/2 X 12 MTR SET	836.62	836.62
1	WBF1CA0136	CALF FORD 1-1/2 X 18 MTR SET	1329.55	1329.55
1	WZNS964211	CALF 2 X 12 MTR SET	997.83	997.83
1	WBF1CA0137	CALF FORD 2 X 18 MTR SET	1568.40	1568.40
1	WBF1CA0115	CALF 1 X 18 MTR RESET	389.37	389.37
6	====> FIRE HYDRANT METERS			
1	PVZ1800260	REWH 267 BRZ 2-1/2 THD I GATE VLV	117.14	117.14
1	WFB1A01041	SM25OF 2-1/2 FNST SW X 2-1/2 MIP	42.05	42.05
1	WFB1A01011	DMH2525F 2-1/2 MIP X 2-1/2 MNST	20.56	20.56
1	WFB1A01031	FM25F25T 2-1/2 FNST X 2-1/2 MIP	23.32	23.32
1	PZNS800357	3 X 2-1/2 BRS BUSH	43.00	43.00
1	PZNS778151	2-1/2 X CLS BRS NIP	34.97	34.97
1	WUZ1000350	MUEL A301 SAFETY FLG REP KIT 5 1/4	294.06	294.06
1	WZNS813195	MUEL 280361 BONNET REPAIR KIT 5-1/4 IMPR	61.07	61.07
7	====> FITTINGS STD MALE			
1	WBF1CA0036	CALF 3/4 COMP CTS X MIP ADPT	23.24	23.24
1	WBF1CA0079	CALF 3/4 MIP X COMP IPS ADPT	28.54	28.54
1	WBF1CA0037	CALF 1 COMP CTS X MIP ADPT	27.46	27.46
1	WBF1CA0080	CALF 1 MIP X COMP IPS ADPT	44.75	44.75
1	WBF1CA0038	CALF 1-1/4 COMP CTS X MIP ADPT	53.03	53.03
1	WBF1CA0171	CALF FORD 1-1/4 MIP X COMP IPS ADPT	70.79	70.79
1	WBF1CA0129	CALF FORD 1-1/2 MIP X COMP IPS ADPT	100.25	100.25
1	WBF1CA0039	CALF 1-1/2 COMP CTS X MIP ADPT	75.94	75.94
1	WBF1CA0040	CALF 2 COMP CTS X MIP ADPT	110.64	110.64

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE..: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#.: 4

Qty	Part #	Description	Price.....	Extended
=====				
8	====> COMPRESSION CTS FEMALE			
1	WBF1CA0041	CALF 3/4 COMP CTS X FIP ADPT	24.90	24.90
1	WBF1CA0081	CALF 3/4 FIP X COMP IPS ADPT	28.70	28.70
1	WBF1CA0043	CALF 1 COMP CTS X FIP ADPT	35.61	35.61
1	WBF1CA0045	CALF 1-1/2 COMP CTS X FIP ADPT	97.11	97.11
1	WBF1CA0046	CALF 2 COMP CTS X FIP ADPT	115.72	115.72
1	WBF1CA0044	CALF 1-1/4 COMP CTS X FIP ADPT	60.96	60.96
9	====> COMPRESSION CTS DBL END			
1	wbflca0047	CALF 3/4 COMP X COMP CTS CPLG	28.36	28.36
1	WBF1CA0168	CALF 1 COMP X COMP CTS CPLG	30.94	30.94
1	WBF1CA0084	CALF 1 IPS OR 1-1/4 CTS COMP X COMP CPLG	70.65	70.65
1	WBF1CA0172	CALF FORD 1-1/4 COMP X COMP IPS CPLG	78.22	78.22
1	WBF1CA0048	CALF 1-1/2 COMP X COMP CTS CPLG	109.09	109.09
1	WBF1CA0049	CALF 2 COMP X COMP CTS CPLG	147.33	147.33
0	WWNS026998	**2-1/2" COMPCOMP NOT AVAILABLE**		
10	====> METERS			
1	WK13590010	3 OMNI T2 GALLON	1555.16	1555.16
1	WK13590110	3 OMNI C2 GALLON	2246.95	2246.95
1	WK13590015	4 OMNI T2 GALLON	3027.57	3027.57
1	WK13590115	4 OMNI C2 GALLON	3902.60	3902.60
1	WKZ1359020	IPERL 3/4 7.5LL 1000 GAL TRPL WTR MTR	177.28	177.28
1	WKZ1359025	IPERL 3/4 9LL 1000 GAL TRPL WTR MTR	198.74	198.74
1	WKZ1359030	IPERL 1 1000 GAL TRPL WTR MTR	278.78	278.78
1	WK13590030	1-1/2 OMNI R2 1000 GAL WTR MTR	636.80	636.80
1	WK13590035	2 OMNI R2 1000 GAL WTR MTR	893.48	893.48
11	====> MXU UNITS			
1	WKZ1101105	SENSUS M2 FLEXNET 520M DUAL	266.69	266.69
1	WKZ1101099	SENSUS 520 TOUCHREAD EXT CABLE	38.00	38.00
1	WKZ1101104	SENSUS M2 FLEXNET 520M SINGLE	200.76	200.76
12	====> METER REGISTERS			
1	WKZ1101073	SR11 3/4 RGST TRPL 1000 GAL	81.62	81.62
1	WKZ1101077	SR11 1 RGST TRPL 1000 GAL	81.62	81.62
1	WKZ1101062	SR 1-1/2 RGST TRPL 1000 GAL	81.66	81.66
1	WKZ1101068	2 SR RGST TRPL 1000 GAL	81.66	81.66

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE...: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#: 5

Qty	Part #	Description	Price.....	Extended
=====				
13	==> FIRE HYDRANTS			
1	WV11A00030	4' MJ NST SPEC HYD L/A RED 423-501389	3880.86	3880.86
1	WV11A00040	5' MJ NST SPEC HYD L/A RED 423-502406	4057.97	4057.97
14	==> FIRE HYDRANT EXTENSIONS			
1	WUZ1000130	MUEL A320-020 24 HYD EXT COMP 5 1/4	1050.83	1050.83
1	WUZ1000110	MUEL A320-010 12 HYD EXT COMP 5 1/4	852.01	852.01
15	==> BOXES			
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4	54.56	54.56
1	WBZ1301041	B16 CONC EXT 12 HIGH	44.74	44.74
1	WBZ1301081	B36 CONC BOX 17-1/4 X 30	83.71	83.71
1	WBZ1301103	B36 CONC EXT 12 HIGH	80.32	80.32
1	WBZ1301171	G5 CONC VLV BOX 10-3/8 X 12	52.80	52.80
1	WZNS837593	G5 CONC EXT 12 HIGH	8.23	8.23
1	WBZ1301039	B16 STL LID	229.78	229.78
1	WBZ1301101	B36 STL LID	351.11	351.11
1	WBZ1301037	B16 CONC LID WITH PROBE HOLE	43.72	43.72
1	WBZ1301100	B36 CONC LID W/2 PROBE HOLES		
1	WBZ1301173	G5 CI LID MARKED WTR	39.66	39.66
16	==> FIBERLYTE BOXES & LIDS			
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4 *FL16 BOX NOT MADE*	54.56	54.56
1	WBZ1301210	CHRISTY FL36 BOX 12 HIGH	256.26	256.26
1	WBZ1301221	FL16 LID WITH PROBEHOLE	111.85	111.85
1	WBZ1301216	FL36 W/2 PROBE HOLE MARKED WTR	248.77	248.77
1	WBZ1301041	B16 CONC EXT 12 HIGH	44.74	44.74
1	WBZ1301230	CHRISTY FL36 EXT 8	169.08	169.08
17	==> WATER PIPE			
20	WPZ1A01050	4 X 20 DR18 CL 235 PVC C900 PIPE	8.26	165.20
20	WPZ1A01100	6 X 20 DR18 CL235 PVC C900 PIPE	16.85	336.98
20	WPZ1A01150	8 X 20 DR18 CL235 PVC C900 PIPE	28.91	578.19
20	WPZ1A01200	10 X 20 DR18 CL235 PVC C900 PIPE	43.36	867.18
20	WPZ1A01250	12 X 20 DR18 CL235 PVC C900 PIPE	61.06	1221.26
20	WPZ1A02252	14 X 20 DR18 CL235 PVC C905 PIPE	84.62	1692.33
20	WPZ1A02254	16 X 20 DR18 CL235 PVC C905	108.90	2178.03
20	WPZ1A02256	18 X 20 DR18 CL235 PVC C905	137.65	2752.92

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE...: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#: 6

Qty	Part #	Description	Price.....	Extended
=====				
18	====> BRASS TEES			
1	PFBCA00033	CALF 1/2 BRS TEE	5.19	5.19
1	PFM1270554	1/2 GLV MI T IMP	1.80	1.80
1	PFBCA00140	CALF 3/4 BRS T	7.47	7.47
1	PFBCA00034	CALF 1 BRS TEE	13.25	13.25
1	PFBCA00035	CALF 1-1/4 BRS TEE	18.60	18.60
1	PFBCA00037	CALF 1-1/2 BRS TEE	25.59	25.59
1	PFBCA00038	CALF 2 BRS TEE	41.93	41.93
19	====> BRASS 90'S			
1	PFBCA00003	CALF 1/2 BRS 90 ELL	4.51	4.51
1	PFBCA00005	CALF 3/4 BRS 90 ELL	6.08	6.08
1	PFBCA00006	CALF 1 BRS 90 ELL	9.37	9.37
1	PFBCA00007	CALF 1-1/4 BRS 90 ELL	14.89	14.89
1	PFBCA00008	CALF 1-1/2 BRS 90 ELL	25.88	25.88
1	PFBCA00009	CALF 2 BRS 90 ELL	30.28	30.28
20	====> BRASS 45'S			
1	PFBCA00013	CALF 1/2 BRS 45 ELL	4.13	4.13
1	PFBCA00014	CALF 3/4 BRS 45 ELL	6.08	6.08
1	PFBCA00015	CALF 1 BRS 45 ELL	10.25	10.25
1	PFBCA00016	CALF 1-1/4 BRS 45 ELL	16.40	16.40
1	PFBCA00017	CALF 1-1/2 BRS 45 ELL	20.55	20.55
1	PFBCA00018	CALF 2 BRS 45 ELL	33.32	33.32
21	====> BRASS BELL REDUCERS			
1	PFBCA00066	CALF 3/4 X 1/2 BRS CPLG	5.91	5.91
1	PFBCA00068	CALF 1 X 3/4 BRS CPLG	9.83	9.83
1	PFBCA00075	CALF 2 X 3/4 BRS CPLG	33.54	33.54
1	PFBCA00076	CALF 2 X 1 BRS CPLG	33.54	33.54
1	PFBCA00078	CALF 2 X 1-1/2 BRS CPLG	29.77	29.77
22	====> BRASS HEX BUSHING			
1	PFBCA00107	CALF 3/4 X 1/2 BRS HEX BUSHING	3.24	3.24
1	PFBCA00110	CALF 1 X 3/4 BRS HEX BUSHING	4.91	4.91
1	PFBCA00111	CALF 1-1/4 X 3/4 BRS HEX BUSHING	8.37	8.37
1	PFBCA00112	CALF 1-1/4 X 1 BRS HEX BUSHING	8.37	8.37
1	PFBCA00114	CALF 1-1/2 X 3/4 BRS HEX BUSHING	13.08	13.08
1	PFBCA00115	CALF 1-1/2 X 1 BRS HEX BUSHING	10.70	10.70
1	PFBCA00116	CALF 1-1/2 X 1-1/4 BRS HEX BUSHING	10.70	10.70

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE...: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#: 7

Qty	Part #	Description	Price.....	Extended
1	PFBCA00117	CALF 2 X 3/4 BRS HEX BUSHING	19.09	19.09
1	PFBCA00118	CALF 2 X 1 BRS HEX BUSHING	19.09	19.09
1	PFBCA00120	CALF 2 X 1-1/2 BRS HEX BUSHING	15.85	15.85
1	PFBCA00119	CALF 2 X 1-1/4 BRS HEX BUSHING	15.85	15.85
23 ===> BRASS STRAIGHT COUPLINGS				
1	PFBCA00053	CALF 1/2 BRS CPLG	3.72	3.72
1	PFBCA00054	CALF 3/4 BRS CPLG	4.91	4.91
1	PFBCA00055	CALF 1 BRS CPLG	7.47	7.47
1	PFBCA00056	CALF 1-1/4 BRS CPLG	11.67	11.67
1	PFBCA00057	CALF 1-1/2 BRS CPLG	15.85	15.85
1	PFBCA00058	CALF 2 BRS CPLG	26.10	26.10
24 ===> BRASS PLUGS				
1	PFBCA00121	CALF 1/2 BRS PLUG	3.11	3.11
1	PFBCA00122	CALF 3/4 BRS PLUG	3.55	3.55
1	PFBCA00123	CALF 1 BRS PLUG	4.69	4.69
1	PFBCA00124	CALF 1-1/4 BRS PLUG	6.97	6.97
1	PFBCA00125	CALF 1-1/2 BRS PLUG	8.89	8.89
1	PFBCA00126	CALF 2 BRS PLUG	14.02	14.02
25 ===> BRASS CHECK VALVES				
1	PVZ1KCA024	LF NIBC T413Y-LF 1/2 THD CHK VLV	104.25	104.25
1	PVZ1KCA025	CALF NIBC T413Y-LF 3/4 THD CHK VLV	121.56	121.56
1	PVZ1KCA026	CALF NIBC T413Y-LF 1 THD CHK VLV	167.45	167.45
1	PVZ1KCA027	LF NIBC T413Y-LF 1-1/4 THD CHK VLV	237.40	237.40
1	PVZ1KCA028	LF NIBC T413Y-LF 1-1/2 THD CHK VLV	275.58	275.58
1	PVZ1KCA029	CALF NIBC T413Y-LF 2 THD CHK VLV	404.47	404.47
26 ===> SCH80 PVC COUPLINGS				
1	PEZC216066	SPEA 3/4 S PVC 80 CPLG	4.71	4.71
1	PEZC215510	SPEA 3/4 FA PVC 80 ADPT	4.84	4.84
1	PEZC215545	SPEA 3/4 MA PVC 80 ADPT	4.48	4.48
1	PEZC216070	SPEA 1 S PVC 80 CPLG	4.84	4.84
1	PEZC215516	SPEA 1 FA PVC 80 ADPT	7.12	7.12
1	PEZC215550	SPEA 1 MA PVC 80 ADPT	7.76	7.76
27 ===> SCH80 PVC 90'S				
1	PEZC216272	SPEA 3/4 S PVC 80 90 ELL	2.45	2.45
1	PEZC216326	SPEA 3/4 S PVC 80 SXT 90 ELL	8.89	8.89

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE..: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#..: 8

Qty	Part #	Description	Price.....	Extended
1	PEZC216276	SPEA 1 S PVC 80 90 ELL	3.95	3.95
1	PEZC216328	SPEA 1 S PVC 80 SXT 90 ELL	9.62	9.62
28		====> SCH80 PVC 45'S		
1	PEZC216190	SPEA 3/4 S PVC 80 45 ELL	5.52	5.52
1	PEZC216192	SPEA 1 S PVC 80 45 ELL	8.28	8.28
0	WWNS026998	**SLIPXFIP NOT AVAILABLE**		
29		====> SCH80 PVC T'S		
1	PEZC216610	SPEA 3/4 S PVC 80 T	5.67	5.67
1	PEZC216615	SPEA 1 S PVC 80 T	7.10	7.10
30		====> SCH80 PVC REDUCING CPLG		
1	PEZC215668	SPEA 1 X 3/4 S PVC 80 BUSH	3.21	3.21
1	PEZC216070	SPEA 1 S PVC 80 CPLG	4.84	4.84
		USE FOR FITTINGS BELOW		
1	PEZC215786	SPEA 1 X 3/4 SXT PVC 80 BUSH	3.21	3.21
31		====> SCH80 PVC PIPE		
10	PEZC000110	3/4 80 PVC PIPE PE	1.53	15.30
10	PEZC000115	1 80 PVC PIPE PE	2.27	22.70
32		====> SEWER COUPLINGS		
1	WFI1906145	6 SG PVC SWR 45	59.69	59.69
1	WFI1909185	6X4 SLIPXG PVC SWR INCR	55.59	55.59
1	WFI1906143	4 SG PVC SWR 45	29.40	29.40
1	WFI1908171	4 SG PVC SWR 22 1/2	29.38	29.38
1	WFI1908173	6 SG PVC SWR 22 1/2	57.87	57.87
1	WFI1910237	4 SG PVC SWR STP CPLG	36.35	36.35
1	WFI1910239	6 SG PVC SWR STP CPLG	72.57	72.57
1	WFI1910241	8 SG PVC SWR STP CPLG	123.26	123.26
1	WFI1910243	10 SG PVC SWR STP CPLG	273.56	273.56
1	WFI1909189	8X6 SLIPXG PVC SWR INCR	158.54	158.54
33		====> SEWER PLUGS		
1	WFI1913281	4 PVC SWR SPG END PLUG	14.35	14.35
1	WFI1913283	6 PVC SWR SPG END PLUG	21.99	21.99
1	WFI1913285	8 PVC SWR SPG END PLUG	77.93	77.93

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.1
DATE..: 07/01/23
JOB...: 2023-2024 FERNLEY MATERIAL SUPPLY
PAGE#..: 9

Qty	Part #	Description	Price.....	Extended
=====				
34	==> WING NUT PLUGS			
1	WEZ1601001	4 ETCO T CONE ST-401 SDR SWR PLUG	5.48	5.48
1	WEZ1601003	6 ETCO T CONE SWR PLUG	7.90	7.90
1	WEZ1601005	8 ETCO T CONE SWR PLUG	17.85	17.85
35	==> SEWER CAPS			
1	WFI1912267	4 SG PVC SWR CAP	18.97	18.97
1	WFI1912269	6 SG PVC SWR CAP	35.60	35.60
1	WFI1A10043	6 SW PVC SWR CAP	22.73	22.73
1	WZNS933581	8 SDR 35 SW CAP	19.80	19.80
36	==> SEWER PIPE			
20	WPZ1901050	4 X 20 SDR 35 PVC SWR PIPE	3.59	71.89
20	WPZ1901100	6 X 20 SDR 35 PVC SWR PIPE	8.31	166.23
20	WPZ1901150	8 X 20 SDR 35 PVC SWR PIPE	15.10	301.97
20	WPZ1901200	10 X 20 SDR 35 PVC SWR PIPE	23.46	469.22

* * * SALES TAX NOT INCLUDED * * *

THE MATERIAL LIST ABOVE IS QUOTED PER THE PLANS / SPECS PROVIDED TO WNS,
AND WHETHER SPECIFIED OR NOT WILL BE SUBJECT TO THE ENGINEERS APPROVAL.
ALL SALES ARE SUBJECT TO SALES TAX.

0.00 +
80.71 +
125.41 +
215.29 +
258.72 +
378.60 +
69.50 +
95.81 +
151.21 +
191.78 +
327.09 +
11.44 +
15.85 +
21.00 +
30.75 +
36.29 +
55.87 +
2.27 +
2.63 +
3.08 +
3.67 +
4.30 +
4.91 +
5.62 +
6.11 +
6.73 +
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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Casey Kasten

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Approval of a Memorandum of Understanding (MOU) between the City of Fernley and the Fernley Community Foundation concerning the collection and distribution of donations to the Community Response and Resource Center.

AGENDA ITEM BRIEF:

Discussion and Action for a MOU between the City of Fernley and Fernley Community Foundation.

RECOMMENDED MOTION:

"I move to approve a Memorandum of Understanding between the City of Fernley and Fernley Community Foundation for the specific purpose of collecting and distributing donations to the Community Response and Resource Center."

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:

There are none

BACKGROUND:

In the summer of 2023, the Fernley Community Foundation created the website, www.fernleycrrc.org, for the purpose of promoting the construction of the Community Response and Resource Center (CRRC) as well as to solicit and collect donations. Naming rights for classrooms, a community lawn and garden, kitchen, teen center, and the outside of the building are all available through the website with possible donation amounts ranging from \$50,000 to \$3,000,000. Smaller donations, without naming rights, can also be made through the website. Simultaneously, the Fernley Community Foundation established a bank account at WaFd Bank for the sole purpose of retaining the donations given to the Foundation for the CRRC project.

The Memorandum of Understanding (MOU) between the City and the Fernley Community Foundation is for the specific purpose of providing effective and cost-efficient services to further support construction of the CRRC and benefit both parties through this cooperative effort.

The execution of this MOU will obligate the Fernley Community Foundation to place all funds received through donations for the CRRC project in the aforementioned account; to retain records allowing donators to designate funds solely for specific purposes; and to provide all donated funds to the City as a passthrough no later than three (3) days after funds are secured. The execution of this MOU will obligate the City to use all funds received from the Foundation for the CRRC project; to account for the Foundation funds through a separate fund from the General Fund; and to use the funds designated by donators to specific projects within the CRRC for those specifically outlined purposes.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

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).

ATTACHMENTS:

1. MOU - City - CRRC capital campaign fund

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FERNLEY
AND THE FERNLEY COMMUNITY FOUNDATION

THIS Agreement, made and entered into this _____ day of _____, 20____, by and between the CITY OF FERNLEY, a political subdivision of the State of Nevada, hereinafter referred to as CITY, and the FERNLEY COMMUNITY FOUNDATION, hereinafter referred to as the FOUNDATION, for the benefit of the COMMUNITY RESPONSE AND RESOURCE CENTER ("CRRC"), together hereinafter referred to as the PARTIES:

WITNESSETH:

WHEREAS, the CITY OF FERNLEY, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and

WHEREAS, the FERNLEY COMMUNITY FOUNDATION, a Foundation of the City of Fernley was founded to support the Community Response and Resource Center; and

WHEREAS, the CITY and the FOUNDATION are authorized pursuant to NRS 277.180 to enter into this agreement; and

WHEREAS, the CITY and the FOUNDATION desire to provide effective and cost-efficient services to support further construction of the COMMUNITY RESPONSE and RESOURCE CENTER; and

WHEREAS the FOUNDATION has begun accepting donations for the COMMUNITY RESPONSE and RESOURCE CENTER; and

WHEREAS, the FOUNDATION has begun accepting donations to benefit the COMMUNITY RESPONSE and RESOURCE CENTER; AND

WHEREAS, the FOUNDATION has indicated donations can be for naming rights up to \$3 million dollars, and can be made through Cody Wagner or the FOUNDATION; and

WHEREAS, smaller donations, without naming rights, can be made through the new www.fernleycrrc.org website; and

WHEREAS, the FOUNDATION has established a new bank account with Wahington Federal Credit Union to hold the donated funds for the CRRC project; and

WHEREAS, the donated funds will pass through the FOUNDATION and go to the CITY for use and benefit of the CRRC project, only; and

WHEREAS, donators may designate their donated funds for a specific purpose, for example, the donator can designate his or her donated funds should strictly be used to benefit a particular classroom within the CRRC; and

WHEREAS, all parties will benefit from a cooperative effort in regard to the COMMUNITY RESPONSE and RESOURCE CENTER; now

1. THEREFORE, the City and the FOUNDATION hereby enter into this

agreement:

(a) Duties of the FOUNDATION:

- (1) Establish a FOUNDATION Bank account at WaFd Bank for the sole purpose of retaining donations given to the FOUNDATION for the CRRC project.

- (2) Place all funds received through donation for the CRRC project in this account up to \$3 million dollars.
- (3) Retain records allowing donators to designate funds solely for specific purposes within the CRRC project.
- (4) Provide all donated funds to the City as a passthrough no later than three days after funds are secured by the FOUNDATION.

(b) Duties of the City:

- (1) Use all funds received from the FOUNDATION for the CRRC project.
- (2) Account for the FOUNDATION funds through a separate fund from the General Fund,
- (3) Use those funds designated by donators to specific projects within the CRRC for those specifically outlined purposes.

2. GENERAL PROVISIONS. The terms set forth in this Agreement are intended by the Parties as a final expression of agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or any contemporaneous oral statement. This Agreement is a complete and exclusive statement of the Parties' agreement which may not be explained or supplemented by evidence of additional terms. This Agreement may not be altered or modified except by written instrument signed by each of the Parties or as otherwise provided by order of a court of Lyon County.

3. INDEPENDENT ENTITIES The parties are associated with each other for the purposes as set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be an entity

separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

4. **CONSIDERATION:** Consideration shall be as written in each Addendum.

5. **INDEMNIFICATION.** To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action.

6. **LIMITED LIABILITY.** The parties do not waive, and intend to assert, NRS Chapter 41 and other liability limitations in all cases.
7. **COOPERATION.** The parties hereto agree to provide to the other such mutual assistance and cooperation to enable the terms and conditions of this Agreement to be carried out with the least expenditure of time, personnel, and funds.
8. **AMENDMENTS.** Amendments may only be created between the parties, in writing, and executed with the same formality of this Agreement.
9. **INTERPRETATION.** This Agreement shall be interpreted according to the laws of the State of Nevada.
10. **NO THIRD-PARTY BENEFICIARIES.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this Agreement.
11. **ACCOUNTING.** Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

12. ASSIGNMENT, TRANSFER OR DELEGATION. No party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other parties.

13. AUTHORITY TO ENTER INTO AGREEMENT. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

14. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable. This Severability Clause will only have effect when an unenforceable provision does not undermine the primary purpose of this agreement.

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

16. ADVICE OF COUNSEL. Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that

and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys.

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

18. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.

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THIS Agreement approved and accepted by the FERNLEY COMMUNITY
FOUNDATION this _____ day of _____, 20____.

FERNLEY COMMUNITY FOUNDATION

CHAIRMAN

THIS Agreement approved and accepted by the Fernley City Council this _____
day of _____, 20____.

CITY OF FERNLEY

MAYOR

Attest:

City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-320-150

ACTION REQUESTED: Motion

AGENDA ITEM:

(Possible Action) to approve the liquor license for Silverado Gas and C Investments, LLC dba Silverado Chevron.

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for Silverado Gas and C Investments, LLC dba Silverado Chevron.

RECOMMENDED MOTION:

"I move to approve the liquor license for Silverado Gas and C Investments, LLC dba Silverado Chevron."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established liquor license procedures in the City of Fernley. Applicants are required to submit to a background check that is performed by the Lyon County Sheriff's Department. Lyon County Sheriff's Office recommended approval based on the background investigation conducted for Ferenc B. Szonyi. Background

information is confidential and cannot be distributed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's office collects liquor license fees that are reported under Liquor License revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-320-150

ACTION REQUESTED: Motion

AGENDA ITEM:

(Possible Action) to approve the liquor license for Silverado Casino Investments, LLC dba Silverado Casino.

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for Silverado Casino Investments, LLC dba Silverado Casino.

RECOMMENDED MOTION:

"I move to approve the liquor license for Silverado Casino Investments, LLC dba Silverado Casino. "

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established liquor license procedures in the City of Fernley. Applicants are required to submit to a background check that is performed by the Lyon County Sheriff's Department. Lyon County Sheriff's Office recommended approval based on the background investigation conducted for Ferenc B. Szony. Background information is confidential and cannot be distributed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's office collects liquor license fees that are reported under Liquor License revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: N/A

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Consideration and possible action to Introduce Bill #334, an Ordinance to amend Title 32, Chapter 09 of the Fernley Municipal Code to include requirements and standards related to the dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings. Specifically, adding sections for (1) a purpose statement regarding payment in lieu of dedication of water rights; (2) list of qualified appraisers; and other matters properly related thereto.

AGENDA ITEM BRIEF:

City Council directed staff to update the City's Municipal Code in order to clarify that the City would not be selling water rights outside of what is already allowed by the Municipal Code. Staff worked with the City's water rights attorney to draft language for the code that would achieve the goal of the Council. Staff is also proposing to add a separate section for the procedures for obtaining appraisals of real property. Doing so will help add clarity to the code by separating that language into its own section.

RECOMMENDED MOTION:

I move to introduce Bill #334, an Ordinance to amend Title 32, Chapter 09 of the Fernley Municipal Code to include requirements and standards related to the dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings. Specifically, adding sections for (1) a purpose statement regarding payment in lieu of dedication of water rights; (2) list of qualified appraisers; and other matters properly related thereto.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council could choose to keep the code section as it is currently written or propose additional modifications to be considered by legal counsel.

BACKGROUND:

City Council directed staff to update the City's Municipal Code in order to clarify that the City would not be selling water rights outside of what is already allowed by the Municipal Code. Staff worked with the City's water rights attorney to draft language for the code that would achieve the goal of the Council. Staff is also proposing to add a separate section for the procedures for obtaining appraisals of real property. Doing so will help add clarity to the code by separating that language into its own section.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Municipal Code Section 32

FINANCIAL IMPLICATIONS:

There are none.

ATTACHMENTS:

1. 2023 Draft Revision to FMC 32.39.035 v1
2. FMC 32.39.035 (Final-2023)_

2023 Proposed Revisions to FMC 32.09.035

Red = Proposed new language

Blue = Proposed deletions

Sec. 32.09.035. - Dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings.

Purpose: The purpose of this section is to ensure that new development projects dedicate a sufficient quantity of water rights to the city to ensure long-term water resources are available to serve said development. Except as expressly provided in subsection (g) herein, or as authorized by a Development Agreement or Water Rights Banking and Dedication Agreement approved by the City Council, water rights owned by the city shall not be sold or otherwise allocated to a development project to meet the requirements of this section.

(a) For municipal water delivery.

(1) An applicant shall dedicate to the city, as a condition precedent to approval of a final subdivision map, final parcel map or issuance of a building permit, the surface water or groundwater rights reasonably necessary to ensure an adequate water supply to serve all parcels or lots within the project or a building. This section applies to projects that will be served by the city's municipal water system, or by domestic wells.

(2) As a condition precedent to a final subdivision or parcel map, an applicant also must dedicate facilities for storm drainage, water treatment, supply, storage, transmission and distribution, and any facilities for sewage collection, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks) located within or outside of the property, which are reasonably necessary to ensure an adequate water supply to the property, adequate sewage disposal for the property, and adequate storm collection and disposal for the property, along with any easement or legal access reasonably necessary to ensure an adequate water supply to the property.

(3) For dedications of non-surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential parcel or lot - the amount of water demand calculated by the following formula:

$$1.4 * (1/(1.1 + (10,000/\text{Lot Size})))$$

b. For each commercial and industrial parcel or lot - the amount of water required to meet the estimated average annual average demand of the development. The amount of water required to meet the annual average demand of the development shall be determined by the director of public works based on information provided by the applicant.

c. For each mobile or manufactured home on a lot or space within a mobile home park, multi-family unit, condominium, townhouse, or similar type of development -the amount of water required for each unit shall be based on the number of fixture units, as defined by the most current version of the plumbing code adopted by the city, multiplied by 25 gallons per day and 365 days, then converted to acre-feet. The amount of water required for uses external to each unit (landscaping, recreational facilities, laundry facilities, clubhouses, etc.) shall be determined by the director of public works based in information provided by the applicant.

(4) For dedications of surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential lot or parcel - 1.12 acre-feet per lot, or

b. For all other parcels or lots - multiplying the applicable water dedication requirement for non-surface water dedications by 1.35.

(5) For surface water dedications, the city may also require an applicant to pay a fee, established by resolution of the city council, to pay for the costs of constructing, operating, and maintaining:

a. Upstream drought storage facilities, or

b. Facilities required to convey surface water from the source to the municipal water treatment facility.

(6) In the event of a parcel splitting that occurs subsequent to the initial parcel map, the applicable water right dedication shall be required for each additional parcel or lot created.

(7) Dedication of surface water or groundwater rights must meet the following conditions:

a. The applicant must submit proof of the validity of the water right and the complete chain of title establishing ownership. The water right must be in good standing and of sufficient quantity and quality to service the needs of the development. In the case of a certified right, the city may request proof of use within the preceding five years.

b. The water right must be legally available for the beneficial use of the proposed development. All costs of transfer of any points of diversion or change in manner and place of use shall be the responsibility of the applicant. All water rights transfers are subject to the state water engineer's approval, proof of which must be submitted before acceptance.

(b) *Domestic well use.*

(1) For construction of new residences on existing parcels that were created on or after July 8, 1996, and that will be served by domestic wells, water rights shall be dedicated prior to the approval of a building permit for the residence. For vacant parcels that have existing wells, proof

of water right dedication shall be submitted with the building permit. Parcels created before July 8, 1996, are exempt pursuant to NRS 534.350. Nothing in this article is intended to supersede the provision of FTO [13](#).

(2) Prior to the approval of any new parcel map or subdivision map that creates new parcels that are five acres or less gross acreage, and which will utilize a domestic well for the property's domestic water supply, rather than the city municipal water system, the applicant shall dedicate to the city, at the applicants cost, 2.02 acre-feet per year of certificated groundwater rights from within the Fernley Area Hydrographic Basin.

(3) The city, at its sole discretion, may accept, in lieu of the dedication of part or all of the 2.02 acre-feet of groundwater rights, as required in subsections (b)(1) and (2) of this section, up to 2.02 acre-feet of surface or other water rights that the city can utilize in its municipal water system. Supplemental irrigation water rights may not be dedicated to satisfy the requirements of this article.

(4) Any water rights that are dedicated to the city under this section shall be withdrawn or committed to the use at the applicable parcel or lot pursuant to the policies and requirements of the city and the state.

(5) In the event a property for which water rights were dedicated to the city and is subsequently connected to the city municipal water system:

a. The water rights dedicated pursuant to this section may be credited toward the dedication requirements that exist for connecting the subject property to the municipal water system; but

b. Said city credit will only be granted if the former domestic well is abandoned and plugged pursuant to state law.

(6) If the abandonment of a domestic well under this article could qualify the city for a domestic well credit pursuant to NRS 534.350, or any regulations adopted pursuant thereto, no city credit towards the municipal service water dedication requirement will be allowed unless the city receives a domestic well credit pursuant to NRS 534.350, and regulations adopt pursuant thereto.

(7) If a domestic well credit is granted to the city pursuant to NRS 534.350, and the amount of that credit for a specific well is greater than the credit a property owner is allotted to from the city pursuant to subsection (6) of this subsection (b), the property owner will receive the benefit of any such excess and may apply that excess toward another utility connection in the city service area.

(c) *Use of water rights and facilities.* The city may, by contract or written agreement, permit the use of the dedicated water rights and/or facilities by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer services.

(d) *Nature of dedication.* The dedication of water rights and facilities required herein may be satisfied if the applicant enters into an agreement with the city secured by a performance bond or other undertaking acceptable to the city. The agreement must constitute a binding offer to dedicate, conditioned only upon failure to receive final approval of the application for water service.

(e) *Facilities standards.* The facilities which are the subject of a dedication agreement must be designed and constructed in accordance with standards and other requirements established by the public works design standards manual.

(f) *Approval of service, conditional.* Every "will-serve" notification and administrative approval of applications for water service is conditioned upon the acceptance of the dedication or the execution of an agreement conforming to this chapter.

(g) *Payment in lieu of dedication of water rights.*

(1) The following properties may pay a fee in lieu of dedication of water rights pursuant to the requirements set forth in subsection (3) of this section:

a. New residences on parcels created by:

1. Final subdivision maps;
2. Tentative subdivision maps that have not expired; or
3. Final parcel maps;

that were approved prior to December 14, 2004; or

b. Commercial or industrial properties where the calculated ERC required to serve a proposed improvement is equal to or less than 0.5 ERCs.

(2) The right to pay a fee in lieu of dedication pursuant to subsection (1)a. of this section shall expire on January 1, 2018, if not exercised before that date.

(3) Standards for payment in lieu of fee of dedication of water rights.

a. If a property on which the project listed in subsection (1) of this section has appurtenant water rights, those water rights shall be dedicated to the city, to the extent required for water service. In the event an applicant is unable to convey sufficient water rights because there are insufficient water rights on the subject property for the project, a fee may be paid in lieu of dedication of the unavailable water right or the applicant may acquire and dedicate an equivalent replacement water right.

b. An applicant does not qualify for payment in lieu of dedication of water rights if the property that would otherwise qualify under subsection (1)a. of this section once had appurtenant water rights, and those rights were previously stripped from the property for

use outside of the city. The burden of proof is on the applicant to show the lack of sufficient appurtenant water rights and/or the history of the transfer or unavailability of any appurtenant water rights. Any costs incurred by the city in determining the applicant's eligibility to pay a fee in lieu of dedication shall be the responsibility of the applicant.

c. In the event that a fee in lieu of dedication of water rights is allowed as herein provided, said fee shall be the market rate for water rights as set by Truckee Meadows Water Authority. Any funds that are paid to the city in lieu of a dedication of water rights shall only be spent on:

1. The acquisition of additional water rights;

2. Projects designed to expand the quantity of water available to the municipal water system. Such projects may include, without limitation, projects for the storage of water during normal water years for use by the municipal water system during drought years; or

3. New projects to enhance the quality of water within the municipal water system.

d. The payment of a fee in lieu of dedication of water rights pursuant to this chapter must be made:

1. For an eligible tentative subdivision map that has not expired and that was approved prior to December 14, 2004, at or before the time of approval of any final subdivision or final parcel map;

2. For an eligible final subdivision map or final parcel map approved prior to January 1, 2008, at or before the time the water service connection fee is paid. If, prior to October 12, 2015, the water service connection fee was paid, but the payment of the fee in lieu of dedication of water rights was not paid at or before that time, the payment of the fee in lieu of dedication of water rights shall be paid at or before the time of the physical connection of any structure on the lot to the water service system;

3. For all other eligible final subdivision maps or final parcel maps for which the fee was not collected at the time of submittal or recordation of such final subdivision map or final parcel map, at or before a building permit for any lot contained within the final subdivision map or final parcel map is submitted; or

4. For improvements to commercial or industrial property eligible to pay an in lieu of fee pursuant to subsection (1)b. of this section, at the time a building permit is submitted.

e. Notwithstanding any provisions of subsection [32.09.035](#)(a) to the contrary, the required dedication rate on which the payment of a fee in lieu of dedication shall be

calculated pursuant to this section for each residential lot for which water is allocated from the city's existing pool of ground water rights, shall be the amount of ground water actually allocated to serve such lots as evidenced by the records of the state engineer.

Sec. 32.09.037. – Procedures for obtaining appraisals of real property.

(ha) *List of qualified appraisers.*

(1) *Purpose.* The purpose of this provision is to meet the minimum requirements set forth by the legislative mandate of Assembly Bill No. 312, as amended by Senate Bill No. 394 of the 73rd Session of the Nevada Legislature, and as further amended by Assembly Bill No. 462 of the 74th Session of the Nevada Legislature. To comply with that legislative mandate, the council adopts an ordinance establishing the procedures for creating and amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the city.

a. This provision applies when the city is offering real property for sale or lease except as otherwise provided by state law, including, but not limited to, those exceptions contained NRS 268.059.

b. This provision does not create a legal right, including, but not limited to, a property or other constitutional right, to be placed upon the established appraisal lists or to be awarded a contract for professional services.

(2) *Procedure.*

a. The director shall obtain from the state real estate division a list of all general appraisers qualified to act as a general appraiser in the county.

b. The director shall send a request for qualification to each appraiser on the list to determine if the appraiser is interested in performing appraisals for the city under terms and conditions stated therein, and what types of appraisals the appraiser is qualified to perform based on training and experience. An appraiser who fails to respond to the request for qualifications to the satisfaction of the director shall not be placed on the list.

c. From the responses to the requests for qualifications, the director shall prepare the following five lists:

1. Residential appraisers;
2. General commercial and/or industrial appraisers;
3. Ranches appraisers;
4. Open space appraisers; and
5. Water rights appraisers.

d. The names on the five lists set forth in subsection (h)(2)c. of this section must be organized in a random order in a fashion determined by the director.

e. To create the five lists set forth in subsection (h)(2)c. of this section, the following standards shall be used to determine minimum qualifications:

1. The appraiser must possess all necessary licenses;
2. The appraiser must not have violated professional appraiser standards or statutory requirements in the performance of appraisals or cannot have been disciplined or fined by any state or federal agency for conduct that relates to the ability of the appraiser to perform the work to be required by the city;
3. The appraiser must have the ability to obtain and maintain insurance coverage as required by the city;
4. The appraiser must have the professional qualifications and experience for the specific appraisal required by the city;
5. During the five years immediately preceding the date of the appointment by the city, the appraiser cannot have filed as a debtor in a business capacity under the provisions of the United States Bankruptcy Code or breached any contract with a public agency or person in this state or any other state;
6. The appraiser's application must be truthful and complete; and
7. The appraiser must execute the application form and consent to and have the ability to satisfy all terms and conditions contained in any proposed contract for appraisal services presented by the city.

f. Appraisers on the lists shall keep the director informed of any change in the status of standards listed above in subsection e.1 through 7 of this section. The change in the appraiser's status or failure to maintain the minimum qualifications is cause for immediate removal from the list by the director. The director shall provide written notice to any appraiser of his removal.

g. The names of appraisers who are organized in a firm of appraisers may be placed on the list independently if each is independently qualified. No two appraisers from the same firm can be selected to appraise the same real property. An appraiser who cannot be selected because of an appraisal firm relationship retains his place on the list for the next appraisal required by the city.

h. From time to time the director shall obtain a new list from the state real estate division and follow the procedures of this article to assemble a new list. An appraiser whose

name is stricken from the list as required by this section may be added to the new list if properly qualified and responsive.

(3) Appraiser selection process.

a. When an appraisal is required for the sale or lease of real property owned by the city, the director shall send a request for proposal to the appraiser whose name is next on the list for the type of property appraisal required, and who has not been hired by the city for an appraisal since the last time the list was assembled or reordered.

b. The request for proposal shall identify:

1. The property to be appraised;
2. The desired terms and conditions of appraisal; and
3. The requirements for the response to the request for proposal.

c. The response from the appraiser must include:

1. A statement of specific qualifications to do the type of appraisal required;
2. A proposal complying with the terms and conditions of the request;
3. The names of other appraisers in the appraiser's firm, if any;
4. A statement that the appraiser is not related within the first degree of consanguinity or affinity to any person who has an interest in the real property or an adjoining property; and
5. A disclosure statement which includes, without limitation:
 - A. All sources of income that may constitute a conflict of interest;
 - B. Any prior appraisal by the appraiser of the subject property; and
 - C. Any relationship of the appraiser with the city, the owner of the subject property or the owners of any adjoining property to the one being appraised.

d. If an appraiser responds to the request in terms that are responsive and satisfactory to the director, the appraiser's proposal shall be presented to the council which shall verify the qualifications of the appraiser. The determination of the council as to qualifications is conclusive. An appraiser's name shall be stricken from the list for the type of appraisal requested if the appraiser does not satisfactorily respond to the request as determined by the director or if the council declines to verify the appraiser's qualifications.

e. The director shall use the list and repeat the selection procedures until the council approves an appraiser. To expedite the selection process, the director may send a request for proposal to more than one appraiser on the list. Those appraisers who respond but are not selected shall retain their places on the list. The director may also send the names of more than one appraiser to the council but shall report to the council the order of the appraisers on the list.

DRAFT

BILL #334

CITY OF FERNLEY

ORDINANCE # _____

THE CITY COUNCIL OF THE CITY OF FERNLEY DO ORDAIN:

Sec. 32.09.035. - Dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings.

Purpose: The purpose of this section is to ensure that new development projects dedicate a sufficient quantity of water rights to the city to ensure long-term water resources are available to serve said development. Except as expressly provided in subsection (g) herein, or as authorized by a Development Agreement or Water Rights Banking and Dedication Agreement approved by the City Council, water rights owned by the city shall not be sold or otherwise allocated to a development project to meet the requirements of this section.

(a) For municipal water delivery.

(1) An applicant shall dedicate to the city, as a condition precedent to approval of a final subdivision map, final parcel map or issuance of a building permit, the surface water or groundwater rights reasonably necessary to ensure an adequate water supply to serve all parcels or lots within the project or a building. This section applies to projects that will be served by the city's municipal water system, or by domestic wells.

(2) As a condition precedent to a final subdivision or parcel map, an applicant also must dedicate facilities for storm drainage, water treatment, supply, storage, transmission and distribution, and any facilities for sewage collection, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks) located within or outside of the property, which are reasonably necessary to ensure an adequate water supply to the property, adequate sewage disposal for the property, and adequate storm collection and disposal for the property, along with any easement or legal access reasonably necessary to ensure an adequate water supply to the property.

(3) For dedications of non-surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential parcel or lot - the amount of water demand calculated by the following formula:

$$1.4 * (1/(1.1 + (10,000/Lot\ Size)))$$

b. For each commercial and industrial parcel or lot - the amount of water required to meet the estimated average annual average demand of the development. The amount of

water required to meet the annual average demand of the development shall be determined by the director of public works based on information provided by the applicant.

c. For each mobile or manufactured home on a lot or space within a mobile home park, multi-family unit, condominium, townhouse, or similar type of development -the amount of water required for each unit shall be based on the number of fixture units, as defined by the most current version of the plumbing code adopted by the city, multiplied by 25 gallons per day and 365 days, then converted to acre-feet. The amount of water required for uses external to each unit (landscaping, recreational facilities, laundry facilities, clubhouses, etc.) shall be determined by the director of public works based in information provided by the applicant.

(4) For dedications of surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential lot or parcel - 1.12 acre-feet per lot, or

b. For all other parcels or lots - multiplying the applicable water dedication requirement for non-surface water dedications by 1.35.

(5) For surface water dedications, the city may also require an applicant to pay a fee, established by resolution of the city council, to pay for the costs of constructing, operating, and maintaining:

a. Upstream drought storage facilities, or

b. Facilities required to convey surface water from the source to the municipal water treatment facility.

(6) In the event of a parcel splitting that occurs subsequent to the initial parcel map, the applicable water right dedication shall be required for each additional parcel or lot created.

(7) Dedication of surface water or groundwater rights must meet the following conditions:

a. The applicant must submit proof of the validity of the water right and the complete chain of title establishing ownership. The water right must be in good standing and of sufficient quantity and quality to service the needs of the development. In the case of a certified right, the city may request proof of use within the preceding five years.

b. The water right must be legally available for the beneficial use of the proposed development. All costs of transfer of any points of diversion or change in manner and place of use shall be the responsibility of the applicant. All water rights transfers are subject to the state water engineer's approval, proof of which must be submitted before acceptance.

(b) *Domestic well use.*

(1) For construction of new residences on existing parcels that were created on or after July 8, 1996, and that will be served by domestic wells, water rights shall be dedicated prior to the approval of a building permit for the residence. For vacant parcels that have existing wells, proof of water right dedication shall be submitted with the building permit. Parcels created before July 8, 1996, are exempt pursuant to NRS 534.350. Nothing in this article is intended to supersede the provision of FTO [13](#).

(2) Prior to the approval of any new parcel map or subdivision map that creates new parcels that are five acres or less gross acreage, and which will utilize a domestic well for the property's domestic water supply, rather than the city municipal water system, the applicant shall dedicate to the city, at the applicants cost, 2.02 acre-feet per year of certificated groundwater rights from within the Fernley Area Hydrographic Basin.

(3) The city, at its sole discretion, may accept, in lieu of the dedication of part or all of the 2.02 acre-feet of groundwater rights, as required in subsections (b)(1) and (2) of this section, up to 2.02 acre-feet of surface or other water rights that the city can utilize in its municipal water system. Supplemental irrigation water rights may not be dedicated to satisfy the requirements of this article.

(4) Any water rights that are dedicated to the city under this section shall be withdrawn or committed to the use at the applicable parcel or lot pursuant to the policies and requirements of the city and the state.

(5) In the event a property for which water rights were dedicated to the city and is subsequently connected to the city municipal water system:

a. The water rights dedicated pursuant to this section may be credited toward the dedication requirements that exist for connecting the subject property to the municipal water system; but

b. Said city credit will only be granted if the former domestic well is abandoned and plugged pursuant to state law.

(6) If the abandonment of a domestic well under this article could qualify the city for a domestic well credit pursuant to NRS 534.350, or any regulations adopted pursuant thereto, no city credit towards the municipal service water dedication requirement will be allowed unless the city receives a domestic well credit pursuant to NRS 534.350, and regulations adopt pursuant thereto.

(7) If a domestic well credit is granted to the city pursuant to NRS 534.350, and the amount of that credit for a specific well is greater than the credit a property owner is allotted to from the city pursuant to subsection (6) of this subsection (b), the property owner will receive the benefit of any such excess and may apply that excess toward another utility connection in the city service area.

(c) *Use of water rights and facilities.* The city may, by contract or written agreement, permit the use of the dedicated water rights and/or facilities by other governmental entities, public or private

utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer services.

(d) *Nature of dedication.* The dedication of water rights and facilities required herein may be satisfied if the applicant enters into an agreement with the city secured by a performance bond or other undertaking acceptable to the city. The agreement must constitute a binding offer to dedicate, conditioned only upon failure to receive final approval of the application for water service.

(e) *Facilities standards.* The facilities which are the subject of a dedication agreement must be designed and constructed in accordance with standards and other requirements established by the public works design standards manual.

(f) *Approval of service, conditional.* Every "will-serve" notification and administrative approval of applications for water service is conditioned upon the acceptance of the dedication or the execution of an agreement conforming to this chapter.

(g) *Payment in lieu of dedication of water rights.*

(1) The following properties may pay a fee in lieu of dedication of water rights pursuant to the requirements set forth in subsection (3) of this section:

a. New residences on parcels created by:

1. Final subdivision maps;
2. Tentative subdivision maps that have not expired; or
3. Final parcel maps;

that were approved prior to December 14, 2004; or

b. Commercial or industrial properties where the calculated ERC required to serve a proposed improvement is equal to or less than 0.5 ERCs.

(2) The right to pay a fee in lieu of dedication pursuant to subsection (1)a. of this section shall expire on January 1, 2018, if not exercised before that date.

(3) Standards for payment in lieu of fee of dedication of water rights.

a. If a property on which the project listed in subsection (1) of this section has appurtenant water rights, those water rights shall be dedicated to the city, to the extent required for water service. In the event an applicant is unable to convey sufficient water rights because there are insufficient water rights on the subject property for the project, a fee may be paid in lieu of dedication of the unavailable water right or the applicant may acquire and dedicate an equivalent replacement water right.

b. An applicant does not qualify for payment in lieu of dedication of water rights if the property that would otherwise qualify under subsection (1)a. of this section once had appurtenant water rights, and those rights were previously stripped from the property for use outside of the city. The burden of proof is on the applicant to show the lack of sufficient appurtenant water rights and/or the history of the transfer or unavailability of any appurtenant water rights. Any costs incurred by the city in determining the applicant's eligibility to pay a fee in lieu of dedication shall be the responsibility of the applicant.

c. In the event that a fee in lieu of dedication of water rights is allowed as herein provided, said fee shall be the market rate for water rights as set by Truckee Meadows Water Authority. Any funds that are paid to the city in lieu of a dedication of water rights shall only be spent on:

1. The acquisition of additional water rights;

2. Projects designed to expand the quantity of water available to the municipal water system. Such projects may include, without limitation, projects for the storage of water during normal water years for use by the municipal water system during drought years; or

3. New projects to enhance the quality of water within the municipal water system.

d. The payment of a fee in lieu of dedication of water rights pursuant to this chapter must be made:

1. For an eligible tentative subdivision map that has not expired and that was approved prior to December 14, 2004, at or before the time of approval of any final subdivision or final parcel map;

2. For an eligible final subdivision map or final parcel map approved prior to January 1, 2008, at or before the time the water service connection fee is paid. If, prior to October 12, 2015, the water service connection fee was paid, but the payment of the fee in lieu of dedication of water rights was not paid at or before that time, the payment of the fee in lieu of dedication of water rights shall be paid at or before the time of the physical connection of any structure on the lot to the water service system;

3. For all other eligible final subdivision maps or final parcel maps for which the fee was not collected at the time of submittal or recordation of such final subdivision map or final parcel map, at or before a building permit for any lot contained within the final subdivision map or final parcel map is submitted; or

4. For improvements to commercial or industrial property eligible to pay an in lieu of fee pursuant to subsection (1)b. of this section, at the time a building permit is submitted.

e. Notwithstanding any provisions of subsection [32.09.035](#)(a) to the contrary, the required dedication rate on which the payment of a fee in lieu of dedication shall be calculated pursuant to this section for each residential lot for which water is allocated from the city's existing pool of ground water rights, shall be the amount of ground water actually allocated to serve such lots as evidenced by the records of the state engineer.

Sec. 32.09.037. – Procedures for obtaining appraisals of real property.

(a) List of qualified appraisers.

(1) *Purpose.* The purpose of this provision is to meet the minimum requirements set forth by the legislative mandate of Assembly Bill No. 312, as amended by Senate Bill No. 394 of the 73rd Session of the Nevada Legislature, and as further amended by Assembly Bill No. 462 of the 74th Session of the Nevada Legislature. To comply with that legislative mandate, the council adopts an ordinance establishing the procedures for creating and amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the city.

a. This provision applies when the city is offering real property for sale or lease except as otherwise provided by state law, including, but not limited to, those exceptions contained NRS 268.059.

b. This provision does not create a legal right, including, but not limited to, a property or other constitutional right, to be placed upon the established appraisal lists or to be awarded a contract for professional services.

(2) Procedure.

a. The director shall obtain from the state real estate division a list of all general appraisers qualified to act as a general appraiser in the county.

b. The director shall send a request for qualification to each appraiser on the list to determine if the appraiser is interested in performing appraisals for the city under terms and conditions stated therein, and what types of appraisals the appraiser is qualified to perform based on training and experience. An appraiser who fails to respond to the request for qualifications to the satisfaction of the director shall not be placed on the list.

c. From the responses to the requests for qualifications, the director shall prepare the following five lists:

1. Residential appraisers;
2. General commercial and/or industrial appraisers;
3. Ranches appraisers;

4. Open space appraisers; and

5. Water rights appraisers.

d. The names on the five lists set forth in subsection (h)(2)c. of this section must be organized in a random order in a fashion determined by the director.

e. To create the five lists set forth in subsection (h)(2)c. of this section, the following standards shall be used to determine minimum qualifications:

1. The appraiser must possess all necessary licenses;

2. The appraiser must not have violated professional appraiser standards or statutory requirements in the performance of appraisals or cannot have been disciplined or fined by any state or federal agency for conduct that relates to the ability of the appraiser to perform the work to be required by the city;

3. The appraiser must have the ability to obtain and maintain insurance coverage as required by the city;

4. The appraiser must have the professional qualifications and experience for the specific appraisal required by the city;

5. During the five years immediately preceding the date of the appointment by the city, the appraiser cannot have filed as a debtor in a business capacity under the provisions of the United States Bankruptcy Code or breached any contract with a public agency or person in this state or any other state;

6. The appraiser's application must be truthful and complete; and

7. The appraiser must execute the application form and consent to and have the ability to satisfy all terms and conditions contained in any proposed contract for appraisal services presented by the city.

f. Appraisers on the lists shall keep the director informed of any change in the status of standards listed above in subsection e.1 through 7 of this section. The change in the appraiser's status or failure to maintain the minimum qualifications is cause for immediate removal from the list by the director. The director shall provide written notice to any appraiser of his removal.

g. The names of appraisers who are organized in a firm of appraisers may be placed on the list independently if each is independently qualified. No two appraisers from the same firm can be selected to appraise the same real property. An appraiser who cannot be selected because of an appraisal firm relationship retains his place on the list for the next appraisal required by the city.

h. From time to time the director shall obtain a new list from the state real estate division and follow the procedures of this article to assemble a new list. An appraiser whose name is stricken from the list as required by this section may be added to the new list if properly qualified and responsive.

(3) Appraiser selection process.

a. When an appraisal is required for the sale or lease of real property owned by the city, the director shall send a request for proposal to the appraiser whose name is next on the list for the type of property appraisal required, and who has not been hired by the city for an appraisal since the last time the list was assembled or reordered.

b. The request for proposal shall identify:

1. The property to be appraised;
2. The desired terms and conditions of appraisal; and
3. The requirements for the response to the request for proposal.

c. The response from the appraiser must include:

1. A statement of specific qualifications to do the type of appraisal required;
2. A proposal complying with the terms and conditions of the request;
3. The names of other appraisers in the appraiser's firm, if any;
4. A statement that the appraiser is not related within the first degree of consanguinity or affinity to any person who has an interest in the real property or an adjoining property; and
5. A disclosure statement which includes, without limitation:
 - A. All sources of income that may constitute a conflict of interest;
 - B. Any prior appraisal by the appraiser of the subject property; and
 - C. Any relationship of the appraiser with the city, the owner of the subject property or the owners of any adjoining property to the one being appraised.

d. If an appraiser responds to the request in terms that are responsive and satisfactory to the director, the appraiser's proposal shall be presented to the council which shall verify the qualifications of the appraiser. The determination of the council as to qualifications is conclusive. An appraiser's name shall be stricken from the list for the type

of appraisal requested if the appraiser does not satisfactorily respond to the request as determined by the director or if the council declines to verify the appraiser's qualifications.

e. The director shall use the list and repeat the selection procedures until the council approves an appraiser. To expedite the selection process, the director may send a request for proposal to more than one appraiser on the list. Those appraisers who respond but are not selected shall retain their places on the list. The director may also send the names of more than one appraiser to the council but shall report to the council the order of the appraisers on the list.

PROPOSED on the 18th day of October 2023.

PASSED, APPROVED and ADOPTED this 1st day of November 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest By: _____
Kimberly Swanson, City Clerk

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Consideration and discussion to introduce and conduct First Reading of Bill #332, an Ordinance to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code to conform with NRS Section 278.253 regarding tiny houses.

AGENDA ITEM BRIEF:

During the 2021 Nevada Legislative Session, a bill was passed and signed by the governor requiring that all governing bodies within the state adopt regulations allowing tiny homes. This bill required that these regulations be adopted prior to January 1, 2024. Based on direction received from both the City of Fernley Planning Commission and City Council, staff has prepared an amendment to Section 32.07.020 (Accessory Dwellings) allowing tiny homes on permanent foundations as accessory dwelling units. At their meeting on September 13, 2023, the Planning Commission voted to recommend approval of Bill #332 as presented.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council's Discretion

BACKGROUND:

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

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

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

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

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

At recent meetings of both the Planning Commission and the City Council, staff was directed to amend the City of Fernley Development Code in conformance with Option A. This amendment consists of four changes.

1. Specifying the zoning district in which accessory dwelling units are allowed.
2. Adding RVs and travel trailers to the list of prohibited types of accessory dwelling units.
3. Specifying that tiny homes on permanent foundations are allowed as accessory dwelling units.
4. Restricting the size of tiny homes to the 400 square foot maximum as defined by the International Residential Code.

The Accessory Dwellings section already includes several regulations that apply to all accessory dwelling units, whether tiny homes or not. These include:

- One additional off-street parking space is required. This requirement is proposed to be removed to make it easier for property owners to create an accessory dwelling unit.
- The property owner must live on the property as their primary residence
- Deed restrictions are required prohibiting the sale of the accessory dwelling
- The accessory dwelling is required to use the same water, electric, and gas meters as the primary residence. This requirement is proposed to be removed so accessory dwelling units can have their own utility accounts.
- Accessory dwellings are required to follow the same setbacks at the primary residence
- Accessory dwellings can not get a separate address. This requirement is proposed to be removed so

accessory dwelling units can receive their own mail and not rely on the property owner.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Section 32.07.020 (Accessory Dwellings)

NRS Section 278.253

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 332
2. Accessory Dwellings Master

BILL #332
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 07, SECTION 020 (ACCESSORY DWELLINGS) OF THE FERNLEY MUNICIPAL CODE TO CONFORM WITH NRS SECTION 278.253 REGARDING TINY HOUSES, AND OTHER MATTERS RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter "the Council", DO HEREBY ORDAIN:

Section 1. Chapter 32.07.020 is hereby amended as follows:

Sec. 32.07.020. - Accessory dwellings.

Purpose: Certain accessory structures may be converted to or developed for residential dwelling uses to promote efficient use of land. This section allows accessory dwelling units (ADUs) with standards to ensure that they do not change the residential character of the principal use. This provides affordable living options in prescribed zoning districts, while protecting their character and maintaining compatibility between uses. Examples of living arrangements for ADUs include seniors occupying a second family living unit or apartment, or families with elderly parents unable to live completely alone.

(a) *Applicability.* This section applies to any accessory dwelling unit ("ADU").

(b) *Where allowed.*

- (1) An ADU may be located in those zoning districts shown in Table 32.06.150-2 (Use Table).
- (2) An ADU may be:
 - a. Constructed as a new building;
 - b. Adapted from an existing building into an existing accessory structure on the same lot; or
 - c. Adapted from part of the main structure.
- (3) Only one ADU is allowed on a lot.
- (4) An ADU is not allowed on a nonconforming lot.
- (5) Mobile homes/RVs/Travel Trailers cannot be used as accessory dwelling units in any zoning district.
- (6) A tiny home (as defined in the International Residential Code) with a permanent foundation is allowed for use as an ADU.

(c) *Standards.*

- (1) Accessory dwellings shall not exceed a gross floor area of 1,000 square feet or more than 50 percent of the main structure's floor area, whichever is less.
 - a. Tiny homes shall not exceed 400 square feet as defined in the International Residential Code.
- (2) Where the unit is attached, a separate entrance to the accessory dwelling is allowed, but only one entrance may be visible from the front property line.
- (3) The property owner must live on the property and maintain one of the units as the primary residence.
- (4) Deed restrictions. Before obtaining a building permit, the property owner shall file with the county recorder a declaration or agreement of restrictions which has been approved by the city attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating that:

- a. The accessory dwelling unit shall be considered legal only so long as either the primary residence or the accessory dwelling is occupied by the owner of the property;
 - b. The accessory dwelling cannot be sold separately;
 - c. The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance may result in legal action against the property owner.
- (5) The accessory dwelling shall be compatible with the primary dwelling in terms of architectural style and building materials.
- (6) On parcels of less than one acre, all accessory dwellings shall be single-story.
- (7) Accessory dwellings shall be in conformance with the setback requirements of the permissive main structure of the zoning district in which it is located.

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #332 BEING HEREBY PROPOSED on the ____ day of _____, 2023.

BILL #3312 BEING HEREBY PASSED, APPROVED, and ADOPTED this ____ day of _____, 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk

Sec. 32.07.020. - Accessory dwellings.

Purpose: Certain accessory structures may be converted to or developed for residential dwelling uses to promote efficient use of land. This section allows accessory dwelling units (ADUs) with standards to ensure that they do not change the residential character of the principal use. This provides affordable living options in prescribed zoning districts, while protecting their character and maintaining compatibility between uses. Examples of living arrangements for ADUs include seniors occupying a second family living unit or apartment, or families with elderly parents unable to live completely alone.

(a) *Applicability.* This section applies to any accessory dwelling unit ("ADU").

(b) *Where allowed.*

(1) An ADU may be located in those zoning districts shown in Table 32.06.150-2 (Use Table).

(2) An ADU may be:

- a. Constructed as a new building;
- b. Adapted from an existing building into an existing accessory structure on the same lot; or
- c. Adapted from part of the main structure.

(23) Only one ADU is allowed on a lot.

(34) An ADU is not allowed on a nonconforming lot.

(45) Mobile homes/RVs/Travel Trailers cannot be used as an accessory dwelling units in any zoning district.

(6) A tiny home (as defined in the International Residential Code) with a permanent foundation is allowed for use as an ADU.

(c) *Standards.*

(1) Accessory dwellings shall not exceed a gross floor area of 1,000 square feet or more than 50 percent of the main structure's floor area, whichever is less, ~~or have more than one bedroom.~~
a. Tiny homes shall not exceed 400 square feet as defined in the International Residential Code.

(2) ~~Parking requirements: A minimum of one off-street parking space must be provided in addition to any parking required for the main dwelling or principal use.~~

(3) Where the unit is attached, a separate entrance to the accessory dwelling is allowed, but only one entrance may be visible from the front property line.

(4) The property owner must live on the property and maintain one of the units as the primary residence.

(5) Deed restrictions. Before obtaining a building permit, the property owner shall file with the county recorder a declaration or agreement of restrictions which has been approved by the city attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating that:

- a. The accessory dwelling unit shall be considered legal only so long as either the primary residence or the accessory dwelling is occupied by the owner of the property;
- b. The accessory dwelling cannot be sold separately;
- c. The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance may result in legal action against the property owner.

(6) The accessory dwelling shall be compatible with the primary dwelling in terms of architectural style and building materials.

(7) ~~The accessory dwelling shall utilize the same water, electric, and gas meters as the principal dwelling unit. If the site is served by a well or septic, all applicable NRS and NAC standards shall be met.~~

(8) On parcels of less than one acre, all accessory dwellings shall be single-story.

(9) Accessory dwellings shall be in conformance with the setback requirements of the permissive main structure of the zoning district in which it is located.

(10) ~~Accessory dwellings shall not obtain a separate address.~~
~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-320-110

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Possible action to introduce Bill #337, modifying franchise fees for Commercial Mobile Radio Services, Telecommunication Companies, and Electric Energy Providers offering services within the city of Fernley.

AGENDA ITEM BRIEF:

Possible action to introduce Bill #337 modifying franchise fees for Commercial Mobile Radio Services, Telecommunication Companies, and Electric Energy Providers offering services within the city of Fernley.

RECOMMENDED MOTION:

I move to introduce Bill #337 modifying franchise fees for certain companies providing services with 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 choose not to move forward with the increase to franchise fees

BACKGROUND:

Staff conducted the necessary steps to prepare a Business Impact Statement for a proposed increase in Franchise Fees for public utilities providing services within the City of Fernley. If Bill 337 is introduced, the second reading will occur on November 1st. If adopted, the new franchise fees will be effective February 1, 2024. Included in this BIS and pursuant to NRS 354.59889, is an automatic 1% increase to Commercial Mobile Radio Services be effective February 1, 2026. After February 1, 2026, all franchise fees will be capped at the 5% maximum amount allowed pursuant to NRS.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 237.090

NRS 354.59889

FINANCIAL IMPLICATIONS:

General fund revenue could increase by \$5,000 - 7,000 annually.

ATTACHMENTS:

1. BILL # 337 Modifying Franchise Fees
2. Business Impact Statement

BILL NO. 337

CITY OF FERNLEY

ORDINANCE # 2023

AN ORDINANCE MODIFYING FRANCHISE FEES FOR PUBLIC UTILITIES PROVIDING SERVICES WITHIN THE CITY OF FERNLEY.

THE CITY COUNCIL OF THE CITY OF FERNLEY DO ORDAIN:

WHEREAS, On August 7, 2002, the City Council by City Ordinance #2002-006, provided that henceforward the franchise fee for each public utility providing services within the City shall be established, and shall not exceed the maximum rates allowed by Nevada state law,

WHEREAS, an increase effective February 2024 will bring Telecommunication Companies and Electric Energy Providers to the five percent maximum amount allowed by NRS.

Gas Providers	5% of gross revenue
Telecommunication Companies	5% of gross revenue
Electric Energy Providers	5% of gross revenue
Commercial Mobile Radio Services	4% of gross revenue from the first \$15.00 for each line of access for each of the utility's customers located within the city.

WHEREAS, the further included in the Business Impact Statement approved by City Council on October 4, 2023, an automatic increase to Commercial Mobile Radio Services will be effective in February 2026, which will bring that category to the maximum amount allowed by NRS 354.59889.

WHEREAS, the City Council has determined that an increase in the franchise fee for public utilities is needed to provide ongoing services to the community.

PROPOSED on the 18th day of October 2023.

PASSED, APPROVED and ADOPTED this 1st day of November 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____

Neal E. McIntyre, Mayor

Date: _____

Attest By: _____

Kimberly Swanson, City Clerk

Date: _____

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 18, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible action to revise FMC 2.02.07 - Temporary absence or vacancy; acting city manager.

AGENDA ITEM BRIEF:

Sec. 2.02.07. - Temporary absence or vacancy; acting city manager.

(a) In the event of a temporary absence by the manager, should the position exist, the deputy city manager shall automatically become the acting city manager. The city manager is obligated, if reasonably possible, to immediately notify the deputy city manager of said action. The city manager is obligated to give as much advance notice as possible of any planned absence to the deputy city manager.

(b) If the deputy city manager is unable to perform as the acting city manager, or the position does not exist, the city manager ~~may~~ (and replace with) "shall" appoint an acting city manager during his or her absence.

(c) If the city manager is incapacitated to the point that he or she cannot make a temporary appointment, the mayor shall be empowered to appoint an acting city manager.

(d) If the city manager is absent due to a suspension or placed on administrative leave by the council, the mayor shall be empowered to appoint an acting city manager.

(e) During a vacancy of the city manager's position, the mayor with confirmation by council may appoint an acting city manager. The acting city manager shall exercise the full authority of the manager during the temporary absence or vacancy of the city manager's position.

(Ord. No. 2022-011, 11-16-2022)

RECOMMENDED MOTION:

I move to change "may" to "shall" in FMC 2.02.07 re: appointment of Acting City Manager upon the departure of current City Manager

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:**BACKGROUND:**

Upon the request of the City Council to remove "may" and replace "shall" in FMC 2.02.07 re: appointment of the Acting City Manager upon the departure of the current City Manager

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 2.02.07

FINANCIAL IMPLICATIONS:**ATTACHMENTS:**

None