



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, March 16, 2022 • 5:00 PM

Mayor
Roy Edgington

City Council
Ward 1 - Raymond Lacy
Ward 2 - Felicity Zoberski
Ward 3 - Stan Lau
Ward 4 - Albert Torres
Ward 5 - Fran McKay

City Manager
Daphne Hooper

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/87628780610>, or one tap/mobile: 13462487799, Dial: 253 215 8782, Webinar ID: 876 2878 0610

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 found at <https://www.cityoffernley.org/forms>, or by sending an email to cityclerk@cityoffernley.org. Comments received prior to 4:00 pm the day of the meeting will be provided to City Council and added to the record but will not be read during the live meeting. Public comments received after 4 pm the day of the meeting will be included in the record but may not reach council members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

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

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

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

1.2. Public Forum

1.3. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval Of Voucher Report

2.2. Approval of the Minutes

2.3. (Possible Action) Approval of Business Licenses

2.4. For Possible Approval of a contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services for the amount not to exceed \$2,250 a month beginning March 1, 2022 through June 30, 2022.

2.5. Possible action to approve the job description and wage scale for the Development Services Coordinator.

2.6. Possible Action to Approve Amendment No. 1 to the existing AECOM Technical Services, Inc. (AECOM) Contract for Engineering Services, for the Gustafson Bridge Structural Assessment Project, in an amount not to exceed \$37,283.50.

2.7. Possible Action to Approve the Will-Serve Request from Penelope Flats for 3 ERC's for Water and 5 ERC's for Sewer for 5 Single Family Residential lots (2 lots already have water services) for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln south of Nader Way Fernley, NV 89408

2.8. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Robert Nance, as Trustee of the Abe Nance Testamentary Trust and Phyliss Elaine Nance, as Beneficiary of the Abe Nance Testamentary Trust, APN 009-271-53, TCID serial number 379 in the amount of 125.235 acre feet.

2.9. Possible Action to Approve a will-serve commitment for Aimee Marie Rogers Steele of 1 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 021-303-39 located at 1015 Jessica Ln., Fernley, NV.

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. ADMINISTER OATH OF OFFICE FOR NEWLY APPOINTED FERNLEY MUNICIPAL COURT MARSHAL DAN LYNCH

5. PRESENTATIONS

5.1. BBBS (Big Brothers, Big Sisters of Northern Nevada) Fernley expansion and recruitment program. Presentation by Aleesah Campbell

6. PROCLAMATIONS BY THE MAYOR

7. STAFF REPORTS

7.1. Discussion and possible action to approve a contract for construction of the Green Valley Park Improvements with; A & K Earth Movers, Inc in the amount not to exceed \$731,000 and a contract for inspection and materials testing services with Construction Material Engineers in an amount not to exceed \$19,995.00.

7.2. Possible action to approve a contract with Farr Construction DBA Resource Development Company in an amount not to exceed \$1,081,894.53 for construction services for the Farm District Rd Lift Station Reconstruction Project, bid schedule A.

7.3. (For Possible Action) Discussion to designate Hinton Burdick CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2022.

7.4. (For possible action) Direction from City Council regarding the Fernley Motocross Track

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS:

8.1. Discussion and possible action requesting a future agenda item to discuss evaluations for appointed employees at 6 month intervals including a 360 peer review.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: April 6, 2022 @ 5 PM

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
A & A MOBILE LOCK & KEY, LLC								
2050	A & A MOBILE LOCK & KEY, LLC	10947	WWTP Shop Door Lever	03/07/2022	231.00		520-810-614 Supplies-Plant/Shop/Maint	322
Total 2050:					231.00			
A & K EARTH MOVERS, INC.								
304	A & K EARTH MOVERS, INC.	Pay Request 2	Emergency repairs to sewer main crossing canal	02/18/2022	140,647.50	03/03/2022	520-166100 Construction In Progress	222
Total 304:					140,647.50			
ABSOLUTE HOSE & FITTINGS LLC								
5226	ABSOLUTE HOSE & FITTINGS LLC	35801	Hydraulic hose's and fittings for loader.	03/03/2022	83.41		520-810-610 Supplies-Automotive	322
5226	ABSOLUTE HOSE & FITTINGS LLC	35801	Hydraulic hose's and fittings for loader.	03/03/2022	83.41		100-475-610 Automotive Supplies	322
5226	ABSOLUTE HOSE & FITTINGS LLC	35801	Hydraulic hose's and fittings for loader.	03/03/2022	83.41		100-575-610 Automotive Supplies	322
5226	ABSOLUTE HOSE & FITTINGS LLC	35801	Hydraulic hose's and fittings for loader.	03/03/2022	83.40		510-810-610 Automotive Supplies	322
Total 5226:					333.63			
AFLAC								
5690	AFLAC	331048	SUPPLEMENTAL INSURANCE	02/25/2022	353.60	03/03/2022	100-217400 AFLAC Insurance Payable	222
Total 5690:					353.60			
ALHAMBRA								
4688	ALHAMBRA	7661929021722	Shop - bottled water service	02/17/2022	165.78	03/03/2022	510-810-614 Supplies-Plant/Shop/Maint	222
Total 4688:					165.78			
ANIMAL CARE CENTER								
245	ANIMAL CARE CENTER	128437	Veterinary Services	01/31/2022	232.25	02/24/2022	100-525-322 Prof Serv-Other	122
Total 245:					232.25			
ARAMARK								
1895	ARAMARK	259000094195	Rugs and rags	02/24/2022	107.59	03/03/2022	510-840-420 Contract Services	222
1895	ARAMARK	259000094240	mats	02/24/2022	159.60	03/03/2022	100-417-420 Contract Services	222
1895	ARAMARK	259000094256	General supplies.	02/24/2022	66.32	03/03/2022	100-480-600 GENERAL SUPPLIES/TOOLS	222
1895	ARAMARK	598000094895	shop- wd pants services	02/21/2022	46.52	03/03/2022	510-810-614 Supplies-Plant/Shop/Maint	222

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1895	ARAMARK	598000096401	Shop- WD pants service	02/28/2022	46.52		510-810-614 Supplies-Plant/Shop/Maint	222
1895	ARAMARK	598000096405	General supplies.	02/28/2022	45.28	03/03/2022	100-480-600 GENERAL SUPPLIES/TOOLS	222
1895	ARAMARK	598000096412	uniforms	02/28/2022	38.16	03/03/2022	100-475-616 Supplies-Safety	222
Total 1895:					509.99			
B & L BACKFLOW TESTING SPECIALISTS								
1419	B & L BACKFLOW TESTING SPECIALISTS	26057-Class	Water distribution class	02/23/2022	350.00	03/03/2022	510-810-580 Training	222
Total 1419:					350.00			
BATTLE BORN VENTURES, LLC								
7438	BATTLE BORN VENTURES, LLC	2022_11	FSM22-001 - Technical Map Review Fernwood Village Subdiv	02/23/2022	900.00	03/03/2022	100-228311 Engineering Reimb. (Maps)	222
7438	BATTLE BORN VENTURES, LLC	2022_12	BLA22-001 - Technical Map Review of Boundary Line Adjust	02/23/2022	650.00	03/03/2022	100-228311 Engineering Reimb. (Maps)	222
7438	BATTLE BORN VENTURES, LLC	2022_13	FPM22-001 - Technical Map Review of Parcel Map for Verond	02/23/2022	650.00	03/03/2022	100-228311 Engineering Reimb. (Maps)	222
Total 7438:					2,200.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	13930/5	white marking paint	02/23/2022	99.48	03/03/2022	100-575-600 General Supplies	222
20	BIG R OF FERNLEY	13945/5	East Lift hose bib and water line feed repair	02/24/2022	73.41	03/03/2022	520-810-430 Service-Repair and Maintenance	222
20	BIG R OF FERNLEY	13952/5	misc. propane	02/25/2022	60.93	03/03/2022	100-575-623 Propane	222
20	BIG R OF FERNLEY	13958/5	pull rope	02/28/2022	6.49	03/03/2022	100-528-430 Service-Repair and Maintenance	222
20	BIG R OF FERNLEY	13965/5	brass brush and cleaning kit for bolt holes on pumps	02/28/2022	11.47	03/03/2022	520-810-614 Supplies-Plant/Shop/Maint	222
20	BIG R OF FERNLEY	13967/5	ties and rings	03/01/2022	35.74	03/03/2022	100-575-600 General Supplies	322
20	BIG R OF FERNLEY	13986/5	bolt cutter and alum tie	03/02/2022	36.89		100-575-600 General Supplies	322
20	BIG R OF FERNLEY	13998/5	batteries for cordless tools	03/03/2022	209.98		100-475-605 Minor Equipment	322
Total 20:					534.39			
BRUCE PURVES CONSTRUCTION INC								
8850	BRUCE PURVES CONSTRUCTION INC	190307	Retention on court remodel	02/17/2022	843.84	03/03/2022	210-425-730 Improve other than Buildings	222
Total 8850:					843.84			
CARSON PUMP								
310	CARSON PUMP	4693	Hwy 50 pump removal and reinstall	02/18/2022	1,500.00	03/03/2022	520-810-430 Service-Repair and Maintenance	222
Total 310:					1,500.00			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2022	Sewer-CC Processing Fees 6181757	02/28/2022	2,866.25	02/28/2022	520-810-609 Credit Card Fees	222
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2022	Water-CC Processing Fees 6181757	02/28/2022	2,866.25	02/28/2022	510-810-609 Credit Card Fees	222
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2022	Finance-Cc Processing Fees 6291057	02/28/2022	1,128.36	02/28/2022	100-415-609 Credit Card Fees - Govt Svcs	222

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8637	CHASE PAYMENTECH MERCHANT SERVICES	FEB 2022	finance-cc processing fees 6291058	02/28/2022	72.07	02/28/2022	100-415-609 Credit Card Fees - Govt Svcs	222
Total 8637:					6,932.93			
CODE 3 ASSOCIATES								
6968	CODE 3 ASSOCIATES	P3304	Training- Animal Control	02/03/2022	550.00	03/03/2022	100-525-580 Training	222
Total 6968:					550.00			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340301091	E3103934 SUPPLEMENTAL INSURANC	03/01/2022	192.68	03/03/2022	100-218000 COLONIAL INSURANCE PAYABL	322
Total 3520:					192.68			
DENISON AUTO INTERIORS								
6158	DENISON AUTO INTERIORS	657269	Drivers seat repair truck 4008	02/25/2022	370.00	03/03/2022	100-575-610 Automotive Supplies	222
Total 6158:					370.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - PARKS	02/15/2022	375.71	02/24/2022	100-575-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - VECTOR	02/15/2022	23.42	02/24/2022	100-528-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - WATER DIST	02/15/2022	1,228.65	02/24/2022	510-810-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - SEWER	02/15/2022	1,486.29	02/24/2022	520-810-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - STREETS	02/15/2022	574.10	02/24/2022	100-475-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - FLEET	02/15/2022	86.16	02/24/2022	100-480-626 GASOLINE	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - ANIMAL CONTROL	02/15/2022	128.30	02/24/2022	100-525-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - CDD BUILDING	02/15/2022	225.04	02/24/2022	100-605-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - FACILITIES	02/15/2022	205.98	02/24/2022	100-417-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - WATER TREATMENT	02/15/2022	3.03	02/24/2022	510-840-626 Gasoline	222
18	FLYERS ENERGY, LLC	CFS-2915258	GASOLINE - ENGINEERING	02/15/2022	20.10	02/24/2022	100-529-626 Gasoline	222
Total 18:					4,356.78			
HACH COMPANY								
406	HACH COMPANY	12874445	Turbidimeter parts	02/08/2022	114.54	03/03/2022	510-166100 Construction In Progress	222
Total 406:					114.54			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	110792	Service Labor	02/11/2022	145.00	03/03/2022	100-605-322 Prof Serv-Other	222
70	HANNEMAN SERVICE	12396	2006 Toyota Prius - White NO PLTS	02/11/2022	55.00	03/03/2022	100-605-322 Prof Serv-Other	222

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 70:					200.00				
HOMETOWN HEALTH									
4842	HOMETOWN HEALTH	24901-009	3721P GROUP HEALTH INSURANCE	03/01/2022	73,472.53	03/03/2022	100-217000	HEALTH INSURANCE PAYABLE	322
Total 4842:					73,472.53				
IBEW Local 1245									
83	IBEW Local 1245	FEB 2022-2	UNION DUES, ONE HALF OF MONTH	02/25/2022	882.21	02/25/2022	100-219900	OTHER PAYROLL PAYABLES	222
Total 83:					882.21				
INTERNAL REVENUE SERVICE									
7879	INTERNAL REVENUE SERVICE	FEB 2022-2	FICA TAX PAYABLE, PAYROLL	02/25/2022	301.08	02/25/2022	100-211000	FICA PAYABLE	222
7879	INTERNAL REVENUE SERVICE	FEB 2022-2	MED TAX PAYABLE, PAYROLL	02/25/2022	5,354.86	02/25/2022	100-211000	FICA PAYABLE	222
7879	INTERNAL REVENUE SERVICE	FEB 2022-2	W/HOLD TAX PAYABLE, PAYROLL	02/25/2022	19,791.21	02/25/2022	100-212000	FEDERAL WITHHOLDING PAYAB	222
Total 7879:					25,447.15				
INTERNATIONAL CODE COUNCIL									
617	INTERNATIONAL CODE COUNCIL	3327815	C BIRKEL RENEW MEMBERSHIP	02/15/2022	145.00	03/03/2022	100-605-581	Dues and Memberships	222
Total 617:					145.00				
KONICA MINOLTA BUSINESS									
3811	KONICA MINOLTA BUSINESS	75568198	CONTRACT 500-50118244	02/24/2022	559.66	03/21/2022	100-416-550	Printing and Postage	222
3811	KONICA MINOLTA BUSINESS	75568198	CONTRACT 500-50118244	02/24/2022	270.74	03/21/2022	510-810-550	Printing and Postage	222
3811	KONICA MINOLTA BUSINESS	75568198	CONTRACT 500-50118244	02/24/2022	270.74	03/21/2022	520-810-550	Printing and Postage	222
3811	KONICA MINOLTA BUSINESS	75568198	CONTRACT 500-50118244	02/24/2022	541.48	03/21/2022	100-417-550	Printing and Postage	222
3811	KONICA MINOLTA BUSINESS	75568198	CONTRACT 500-50118244	02/24/2022	541.48	03/21/2022	100-414-550	Printing and Postage	222
3811	KONICA MINOLTA BUSINESS	75568198	CONTRACT 500-50118244	02/24/2022	527.87	03/21/2022	100-425-550	Printing and Postage	222
3811	KONICA MINOLTA BUSINESS	75568198	CONTRACT 500-50118244	02/24/2022	541.48	03/21/2022	100-417-550	Printing and Postage	222
Total 3811:					3,253.45				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	0-2431	SHELF	03/04/2022	151.96		100-475-600	General Supplies	322
7650	LOWES CREDIT SERVICES	10481	paint and supplies	02/15/2022	200.15		510-810-614	Supplies-Plant/Shop/Maint	222
7650	LOWES CREDIT SERVICES	10726	Paint and drywall for well 4	02/22/2022	63.14		510-810-614	Supplies-Plant/Shop/Maint	222
7650	LOWES CREDIT SERVICES	2089	anti freeze and hose	03/07/2022	52.05		100-475-610	Automotive Supplies	322
7650	LOWES CREDIT SERVICES	2197	hard hat and misc.	03/03/2022	193.65		100-475-616	Supplies-Safety	322
7650	LOWES CREDIT SERVICES	2223	tool box for shed.	03/03/2022	265.05		100-475-605	Minor Equipment	322
7650	LOWES CREDIT SERVICES	2254	Waster proof wall panel	03/03/2022	36.09		520-810-614	Supplies-Plant/Shop/Maint	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	23032	Floor paint and supplies	02/24/2022	172.24		510-810-614 Supplies-Plant/Shop/Maint	222
7650	LOWES CREDIT SERVICES	23537	paint and supplies	02/18/2022	261.05		510-810-614 Supplies-Plant/Shop/Maint	222
7650	LOWES CREDIT SERVICES	23655	Mop Head and wire brush bits	03/02/2022	23.70		520-810-614 Supplies-Plant/Shop/Maint	322
7650	LOWES CREDIT SERVICES	2686	Tension bar for fencing	02/28/2022	234.40	03/03/2022	100-575-430 Service-Repair and Maintenance	222
7650	LOWES CREDIT SERVICES	2879	Well 4 drywall repair	02/22/2022	71.55		510-810-614 Supplies-Plant/Shop/Maint	222
7650	LOWES CREDIT SERVICES	8969	Replacement of break room garbage disposal	03/03/2022	108.30		510-840-614 Plant/Shop/Maint. Supplies	322
Total 7650:					1,833.33			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	111634	Cottonwood Lane water line design	02/03/2022	1,227.75	03/03/2022	510-166100 Construction In Progress	222
370	LUMOS & ASSOCIATES INC	111634	Cottonwood lane reconstruction design services	02/03/2022	11,152.50	03/03/2022	100-475-745 RTC REIMBURSABLE EXPENDI	222
Total 370:					12,380.25			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Feb 2022	Transient Lodging Tax	02/28/2022	2,430.13		225-227010 TLT Payable to County	222
Total 106:					2,430.13			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	25716	portable restrooms	02/28/2022	1,014.00		100-575-420 Contract Services	222
Total 8509:					1,014.00			
MATCO TOOLS								
8529	MATCO TOOLS	112323	Wire strippers and hose cutter.	03/04/2022	32.50		100-480-600 GENERAL SUPPLIES/TOOLS	322
Total 8529:					32.50			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	FEB 2022	PROF SERVICES FEB 2022	02/28/2022	2,500.00	02/24/2022	100-425-322 Prof Serv-Other	222
Total 8042:					2,500.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	5952725 MAR 22	5952725 GROUP DENTAL INSURANCE	03/01/2022	9,262.56	03/03/2022	100-217100 Dental Insurance Payable MetL	322
Total 5387:					9,262.56			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	CP2019-013	RELEASE BOND; 175 LYON DRIVE	02/22/2022	39,456.67	03/03/2022	100-228300 Customer Deposits/Bonds - Dev	222
1111	MISCELLANEOUS ONE TIME VENDOR	EN2021-057	RELEASE BOND; 1200 FREMONT CORING FOR SHERWO	02/28/2022	500.00	03/03/2022	100-228300 Customer Deposits/Bonds - Dev	222
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-004	RELEASE BOND; 554 COUNTRY HOLLOW DR	02/22/2022	500.00	03/03/2022	100-228300 Customer Deposits/Bonds - Dev	222

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1111:					40,456.67			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	2724542	service maintenance monitoring	03/01/2022	1,395.00	03/03/2022	100-417-420 Contract Services	322
8814	MOUNTAIN ALARM	2724543	maintenance	03/01/2022	375.00	03/03/2022	100-575-420 Contract Services	322
Total 8814:					1,770.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	35499644	line locate paint	02/22/2022	44.40	03/03/2022	510-810-614 Supplies-Plant/Shop/Maint	222
115	MSC INDUSTRIAL SUPPLY CO	35499654	line locate paint	02/22/2022	133.20		510-810-614 Supplies-Plant/Shop/Maint	222
115	MSC INDUSTRIAL SUPPLY CO	35499664	white mutli fold towels	02/22/2022	211.74		510-810-612 Supplies-Janitorial	222
115	MSC INDUSTRIAL SUPPLY CO	35499664	Hard hats and safety vests	02/22/2022	449.79		510-810-616 Supplies-Safety	222
Total 115:					839.13			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	365878	Air filters for Parks tractor. MF.	02/18/2022	119.82	03/03/2022	100-575-610 Automotive Supplies	222
58	NAPA AUTO & TRUCK PARTS	366122	Wheel balancing weights for vehicles.	02/23/2022	17.14	03/03/2022	100-475-610 Automotive Supplies	222
58	NAPA AUTO & TRUCK PARTS	366122	Wheel balancing weights for vehicles.	02/23/2022	17.14	03/03/2022	100-575-610 Automotive Supplies	222
58	NAPA AUTO & TRUCK PARTS	366122	Wheel balancing weights for vehicles.	02/23/2022	17.14	03/03/2022	510-810-610 Automotive Supplies	222
58	NAPA AUTO & TRUCK PARTS	366122	Wheel balancing weights for vehicles.	02/23/2022	17.13	03/03/2022	520-810-610 Supplies-Automotive	222
58	NAPA AUTO & TRUCK PARTS	366260	Gas cap for truck 1006	02/25/2022	13.99	03/03/2022	510-810-610 Automotive Supplies	222
58	NAPA AUTO & TRUCK PARTS	366677	Lyon Co fire dept invoice to be credited	03/03/2022	111.79		100-480-610 AUTOMOTIVE SUPPLIES	322
58	NAPA AUTO & TRUCK PARTS	366763	fire department invoice	03/04/2022	203.75-		100-480-610 AUTOMOTIVE SUPPLIES	322
Total 58:					110.40			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Feb 22	Transient Lodging Tax	02/28/2022	1,458.08		225-227015 TLT Payable to State	222
Total 6378:					1,458.08			
NEVADA RURAL WATER ASSOCIATION								
368	NEVADA RURAL WATER ASSOCIATION	515	Nevada Rural Water Spring Conference Registration	02/25/2022	690.00	03/03/2022	510-840-580 Training	222
Total 368:					690.00			
NORTHERN TOOL & EQUIPMENT								
4481	NORTHERN TOOL & EQUIPMENT	49786861	Lights for Well house.	02/22/2022	43.98	03/03/2022	510-810-600 General Supplies	222
Total 4481:					43.98			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
NUTRIEN AG SOLUTIONS									
3033	NUTRIEN AG SOLUTIONS	47457176	weed killer	02/24/2022	1,200.00	03/03/2022	100-475-617	Supplies-Chemical	222
3033	NUTRIEN AG SOLUTIONS	47479260	weed killer	03/01/2022	1,172.50	03/03/2022	100-475-617	Supplies-Chemical	322
3033	NUTRIEN AG SOLUTIONS	47479265	weed killer	03/01/2022	986.40	03/03/2022	100-575-617	Supplies-Chemical	322
Total 3033:					3,358.90				
NV ENERGY									
167	NV ENERGY	12019 MAR 22	34596505012019 ACH	02/16/2022	5,148.60	03/07/2022	510-810-622	Electricity	222
167	NV ENERGY	13050 FEB 22	48768103613050 ACH	02/09/2022	1,866.83	02/28/2022	100-417-622	Electricity	222
167	NV ENERGY	13818 JAN 22	34596405113818 ACH	01/28/2022	46.71	02/15/2022	100-475-622	Electricity	122
167	NV ENERGY	13924 JAN 22	48768108113924 ACH	01/28/2022	33.60	02/15/2022	100-575-622	Electricity	122
167	NV ENERGY	14319 JAN 22	34596405214319 ACH	02/09/2022	105.40	02/28/2022	100-575-622	Electricity	222
167	NV ENERGY	26445 FEB 22	34596505226445 ACH	02/24/2022	3,485.73	03/15/2022	510-840-622	Electricity	222
167	NV ENERGY	28458 FEB 22	34596505228458 ACH	02/24/2022	8,652.03	03/15/2022	510-840-622	Electricity	222
167	NV ENERGY	29499 JAN 22	13677906929499 ACH	02/01/2022	67.79	02/17/2022	100-475-622	Electricity	222
167	NV ENERGY	30037 FEB 22	34596403630037 ACH	02/16/2022	40.05	03/07/2022	100-576-622	Electricity	222
167	NV ENERGY	30672 JAN 22	213677908230672 ACH	01/28/2022	42.48	02/15/2022	100-575-622	Electricity	122
167	NV ENERGY	34991 JAN 22	34596407734991 ACH	02/10/2022	33.28	03/01/2022	510-810-622	Electricity	222
167	NV ENERGY	37594 JAN 22	80865904937594 ACH	02/10/2022	33.60	03/01/2022	100-475-622	Electricity	222
167	NV ENERGY	41110 FEB 22	82190403641110 ACH	02/05/2022	36.38	02/24/2022	520-810-622	Electricity	222
167	NV ENERGY	65197 JAN 22	34596407565197 ACH	02/09/2022	33.28	02/28/2022	510-810-622	Electricity	222
167	NV ENERGY	67463 FEB 22	34596404867463 ACH	02/10/2022	149.26	03/01/2022	100-575-622	Electricity	222
167	NV ENERGY	71493 JAN 22	271223607571493 ACH	01/28/2022	42.10	02/15/2022	100-475-622	Electricity	122
167	NV ENERGY	84389 FEB 22	34596503684389 ACH	02/09/2022	138.39	02/28/2022	100-417-622	Electricity	222
167	NV ENERGY	97731 JAN 22	213677908197731 ACH	01/28/2022	43.37	02/15/2022	100-575-622	Electricity	122
167	NV ENERGY	98954 FEB 22	82190405098954 ACH	02/05/2022	2,890.24	02/24/2022	520-810-622	Electricity	222
Total 167:					22,889.12				
OFFICE DEPOT									
133	OFFICE DEPOT	227469482001	Office supplies	02/09/2022	47.98	03/03/2022	100-605-601	Office Supplies	222
133	OFFICE DEPOT	230458685001	Office Supplies	02/25/2022	12.48		100-610-601	Office Supplies	222
133	OFFICE DEPOT	230458687001	Office Supplies	02/28/2022	23.39		100-610-601	Office Supplies	222
Total 133:					83.85				
PAR WESTERN LINE CONTRACTORS, LLC									
8882	PAR WESTERN LINE CONTRACTORS, LLC	220120	traffic signal lights 95-a & Main Street	02/23/2022	7,116.72	03/03/2022	100-475-422	Contract-Traffic Light Mainten	222
Total 8882:					7,116.72				
RENO ROCK TRANSPORT									
7002	RENO ROCK TRANSPORT	143042	rock for drainage Sage	12/22/2021	5,343.00	03/03/2022	100-475-430	Service-Repair and Maintenance	1221

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 7002:					5,343.00				
RESOURCE CONCEPTS									
8602	RESOURCE CONCEPTS	22-290	Water Rights Survey	02/23/2022	6,404.75	03/03/2022	510-810-698	Water Rights Protection	222
Total 8602:					6,404.75				
SAN JOAQUIN DEPT CHILD SUPPORT									
3087	SAN JOAQUIN DEPT CHILD SUPPORT	FEB 2022-2	CHILD SUPPORT	02/25/2022	57.69	03/03/2022	100-219900	OTHER PAYROLL PAYABLES	222
Total 3087:					57.69				
SECTRAN SECURITY, INC.									
8629	SECTRAN SECURITY, INC.	22020489	ARMORED SERVICE - GF	02/11/2022	154.03	02/24/2022	100-415-322	Prof Serv-Other	222
8629	SECTRAN SECURITY, INC.	22020489	ARMORED SERVICE - SEWER	02/11/2022	154.02	02/24/2022	520-810-342	Tech Services-Other	222
8629	SECTRAN SECURITY, INC.	22020489	ARMORED SERVICE - WATER	02/11/2022	154.02	02/24/2022	510-810-342	Tech Services-Other	222
Total 8629:					462.07				
SILVER STATE BARRICADE									
170	SILVER STATE BARRICADE	124995	signs and markers	02/25/2022	1,122.79	03/03/2022	100-475-615	Supplies-Signs and Striping	222
170	SILVER STATE BARRICADE	125006	signs	02/25/2022	287.00	03/03/2022	100-475-615	Supplies-Signs and Striping	222
170	SILVER STATE BARRICADE	125030	street signs and misc.	03/01/2022	1,575.80		100-475-615	Supplies-Signs and Striping	322
Total 170:					2,985.59				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	18971 FEB 22	910000818971 ACH	02/16/2022	30.24	03/07/2022	520-810-621	Natural Gas	222
204	SOUTHWEST GAS CORP	33438 MAR 22	910001133438 ACH	02/23/2022	1,803.15	03/14/2022	100-417-621	Natural Gas	222
204	SOUTHWEST GAS CORP	86744 FEB 22	910001086744 WTP	02/14/2022	3,283.84	03/07/2022	510-840-621	Natural Gas	222
Total 204:					5,117.23				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	FEB 2022-2	CHILD SUPPORT	02/25/2022	101.77	03/03/2022	100-219900	OTHER PAYROLL PAYABLES	222
Total 176:					101.77				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2022400102993	WWTP Chlorine delivery	03/01/2022	4,174.50		520-810-617	Supplies-Chemical	322
Total 8646:					4,174.50				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
THE PROPHET CORPORATION								
8883	THE PROPHET CORPORATION	IN148775	softball bases and anchors.	02/25/2022	902.51		100-575-600 General Supplies	222
Total 8883:					902.51			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	MAR 2022	PREPAID IN-HOUSE POSTAGE	03/01/2022	1,500.00	03/01/2022	520-810-550 Printing and Postage	322
7344	U S POSTAL SERVICE	MAR 2022	PREPAID IN-HOUSE POSTAGE	03/01/2022	1,500.00		510-810-550 Printing and Postage	322
Total 7344:					3,000.00			
USA BLUEBOOK								
464	USA BLUEBOOK	887404	fire hydrant anti-seize	02/22/2022	330.87		510-840-614 Plant/Shop/Maint. Supplies	222
464	USA BLUEBOOK	892107	Credit	02/25/2022	274.75-		510-840-614 Plant/Shop/Maint. Supplies	222
Total 464:					56.12			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	FEB 2022-2	DEFERRED COMPENSATION, 457	02/25/2022	2,814.00	02/25/2022	100-215000 457 PAYABLE	222
8591	VOYA FINANCIAL	FEB 2022-2	ROTH IRA	02/25/2022	150.00	02/25/2022	100-215000 457 PAYABLE	222
Total 8591:					2,964.00			
WALTHER LAW OFFICES								
8875	WALTHER LAW OFFICES	MARCH 2022	Public Defender March2022	02/24/2022	6,666.66	02/24/2022	100-413-322 Prof Serv-Other	222
Total 8875:					6,666.66			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 FEB 22	6-82646-25001	03/01/2022	928.07		100-475-412 Utility Services-Refuse	322
447	WASTE MANAGEMENT	63002 FEB 22	11-74239-63002	03/01/2022	731.18	03/03/2022	100-575-412 Utility Service-Refuse	322
447	WASTE MANAGEMENT	65007 FEB 22	6-82641-65007	03/01/2022	134.10	03/03/2022	100-575-412 Utility Service-Refuse	322
447	WASTE MANAGEMENT	95009 FEB 22	8-29467-95009	03/01/2022	448.45	03/03/2022	100-575-412 Utility Service-Refuse	322
Total 447:					2,241.80			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	MAR 2022	SUPPLEMENTAL INSURANCE	03/01/2022	401.24	03/03/2022	100-218100 Western Insurance Payable	322
Total 881:					401.24			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	18988988-1	Bin stock- Meter resetters	12/20/2021	338.72	03/03/2022	510-810-613 Supplies-Meter Service	1221
195	WESTERN NEVADA SUPPLY CO.	19153219	sensus ipearl water meters	02/21/2022	3,926.88	03/03/2022	510-166100 Construction In Progress	222

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
195	WESTERN NEVADA SUPPLY CO.	19166940	Loan item	02/28/2022	.00		510-810-614 Supplies-Plant/Shop/Maint	222
Total 195:					4,265.60			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22020056	arsenic sample	02/18/2022	14.12	03/03/2022	510-840-423 Contract Services-ANALYTICAL	222
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22020167	Coliform sampling february #1	02/22/2022	192.50	03/03/2022	510-810-423 Contract Services-ANALYTICAL	222
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22020269	Influent and Effluent samples	02/25/2022	436.71	03/03/2022	520-810-423 Contract Services-ANALYTICAL	222
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22020635	Coliform sample new water main.	02/28/2022	35.00		510-810-423 Contract Services-ANALYTICAL	222
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22020636	February coliform sample #2	02/28/2022	175.00		510-810-423 Contract Services-ANALYTICAL	222
Total 8709:					853.33			
WSP USA, INC								
8871	WSP USA, INC	4R-1137261	RTC Regional model integration	02/14/2022	10,760.54	03/03/2022	100-475-320 Prof Serv-Engineering	222
Total 8871:					10,760.54			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	22039	electrical work Batting cage OTP	03/03/2022	244.00		100-575-600 General Supplies	322
Total 8650:					244.00			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	FEB 2022	CREDIT CARD PROCESSING FEES	02/28/2022	1,469.33	02/28/2022	510-810-609 Credit Card Fees	222
2468	XPRESS BILL PAY LLC	FEB 2022	CREDIT CARD PROCESSING FEES	02/28/2022	1,469.34	02/28/2022	520-810-609 Credit Card Fees	222
Total 2468:					2,938.67			
Grand Totals:					432,029.94			

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
FEBRUARY 16, 2022**

1. INTRODUCTORY ITEMS

Mayor Roy Edgington called the meeting to order at 05:02 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408.

1.1. Roll Call

Present: Councilman Ward 3 Lau, Councilwoman Ward 2 Zoberski, Councilman Ward 1 Lacy, Councilwoman Ward 5 McKay, Councilman Ward 4 Torres, City Manager Daphne Hooper, Assistant to the City Manager Trisha Connor, City Attorney Brandi Jensen, Deputy City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist Tiffany Wood, Building Official Billy Staten, City Engineer Derek Starkey, Public Works Director Dave Whalen, Finance Director Denise Lewis, Deputy City Treasurer Thomas Lukas, Deputy Public Works Director Barry Williams, Water Attorney David Rigdon.

1.2. Public Forum

There was none.

1.3. (For Possible Action) Approval of Agenda

Daphne Hooper asked to pull Item 7.1 to be heard at the next meeting. She clarified item 7.2 is an action to put something on a future agenda item.

Motion: MOVE TO APPROVE THE AGENDA WITH THE REMOVAL OF 7.1 TO BE HEARD AT THE NEXT MEETING AND 7.2 TO BE HEARD AS THE NEXT ITEM. **Action:** Approve, **Moved by** Councilman Ward 3 Stan Lau, **Seconded by** Councilman Ward 1 Ray Lacy. **Vote:** Passed, **summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilman Ward 4 Torres, Councilwoman Ward 5 McKay,

Mayor Roy Edgington explained that the item will be brought back for discussion then reviewed by staff before council votes on item 7.1.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes from January 19th and February 2nd.

2.3. (Possible Action) Approval of Business Licenses

2.4. (Possible Action) Approve a contract for the Owner's Representative/Construction Manager as Agent Services for the Fernley Community Response & Resource Center in the amount not-to-exceed \$602,232 to Cumming Management Group Inc.

2.5. (Possible Action) Award a Contract for Construction for the FY 21/22 PMP Maintenance

Project (Project) to: Sierra Nevada Construction, Inc. (SNC), in an amount not to exceed \$1,184,007.

2.6. (For Possible Action) Authorize the execution of the Water Right Banking and Dedication Agreement with Genica Shadow Hills, LLC, APN 021-121-19, TCID serial number 1017-B in the amount of 20.115 acre feet.

2.7. (For Possible Action) Authorize the execution of the Water Right Banking and Dedication Agreement with Russel Ferretto, APN 021-111-02, TCID serial number 1022 in the amount of 6.03 acre feet.

Brandi Jensen asked to clarify item 2.4. She said item 2.4 would allow city staff to conduct additional negotiations with Cumming. This item will not be brought back unless council specifically asks staff to do so.

Motion: MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approve, **Moved by** Councilman Ward 3 Stan Lau, **Seconded by** Councilman Ward 1 Ray Lacy. **Vote:** Passed, **summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilman Ward 4 Torres, Councilwoman Ward 5 McKay, **No:** None, **Abstain:** None.

3. REPORTS

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

City Manager Hooper said that the city is in the 5th week of the Citizen Leadership Academy. On Thursday, Feb 17th, Public Works will present. Also, the Fernley Senior Citizen Advisory Committee will meet on Friday, Feb. 11th, at 9 am in the chambers or over Zoom. On March 11th from 5pm to 6pm in City Hall there will be property and business owner meetings to discuss the community economic development strategy. For more information, contact the City Manager's Office at (775) 784-9851. City Hall will be Closed Monday, February 21st for President's Day.

City Clerk Kim Swanson stated that the candidate filing period begins March 7th and ends March 18th. Filing information can be picked up at the Clerk's Office and turned in there as well. Ward 1, Ward 3 and the Mayor seats are open. The filing fee is \$25.

The Mayor attended a meeting with Economic Development of Western Nevada. Stan Thomas spoke about businesses that were coming to Nevada.

Councilman Lau reported that last Tuesday he attended a Nevada Commission on Aging meeting. They talked about redetermination packages for eligibility for Medicare and Medicaid. They talked about the Covid vaccines. There was a presentation on the elderly population in Nevada, which is growing. For more information, you can email him or the City Clerk. He continued that there was volunteer training and a focus on Covid worries.

4. PROCLAMATIONS BY THE MAYOR

There were none.

5. PRESENTATIONS

5.1. Presentation by Lyon County Sheriff Frank Hunewill regarding Year End Review

Lyon County Sheriff Frank Hunewill presented an overview of last year. He said it has been a very busy year with 60-70% of the work is in the City of Fernley. The communities the department serves has a unique geography in that it is very spread out. Sheriff Hunewill stated Covid didn't stop the need for work and many staff members were affected. He lost one deputy due to Covid. He said sergeants were pulled off of watch command detail and put on shift rotation. There are 5 open positions department wide. The department may get an additional captain and a dispatch supervisor. Currently, there is 1 person dedicated to civil paperwork processing, which would average about 4500 documents a year and has many more steps attached. There is 1 financial analyst. 1 person for body camera management staff. He is pleased he is able to keep the 3 sub stations open. The record division has 1 supervisor and 3 clerks. 2,683 arrests were made last year. There is one person in charge of CCW's, which are trending up. Fernley has 1 Lt. 3 Sergeants and 16 deputies but we are down 5, with 3 in academies. A new metal detector and a full body scanner was added to the department. The video system was upgraded but more are needed for a new law. Now there must be direct supervision 24/7 so there needs to be cameras in each jail cell as an unfunded mandate. 61,992 meals were served. The court had 1,134 bail hearings and 295 appearances. 97 transports to drug court. 561 inmates were transported to court. There is 1 control room operator supervisor, and 9 operators. There were 1967 total bookings and releases. Major crime has 100% solvability right now. Dispatch handled 35,000 calls. 90% of the special assignments program is funded through donations. 10 swat guys available right now. 12,660 volunteer hours. Lyon county needs more detectives. Turnover rates are at 13.58 in 2021. Mounted units are an interest and would be funded mostly with donations. The Department has 120 paid people managed by Hunewill on a 17 million budget. We do not have a full-time training staff though we are working in that direction.

Councilman Lau told Hunewill that he is doing a great job and dealing well with the limited resources.

Break at 6:45 PM for 10 minutes

5.2. Presentation and discussion regarding the City's quarterly financials.

Deputy City Treasurer Thomas Lukas presented the quarterly financials.

6. STAFF REPORTS

6.1. (For possible Action) Adopt the Business Impact Statement regarding commercial rates & fees for the Water and Sewer Utilities.

Public Works Director presented the results of the Business Impact Statement. The Business Impact Statement revealed connection fees have not changed since 2007 and have not kept up with inflation. The proposal is to increase rates by 2.2% this year and increase rates by 3% annually. Staff concluded that it did not have a significant impact on businesses to change the rates.

Councilman Torres commented that some businesses and citizens expressed that they didn't participate in the meetings to discuss rates because they felt the rates would be raised no matter what. He said he didn't understand how, in Dave's experience working for the city, he came back with a ruling that any increase to water and sewer rates during this time of a 7.5% increase in inflation does not significantly impact businesses. He mentioned the need for ARPA money that was granted to struggling businesses. Councilman Torres addressed Councilman Lacy's idea to give discounts to seniors but suggested the city make cuts on projects rather than raising rates.

Councilwoman Zoberski asked if there are incentive programs for developers working with the city to lower the connection fees if they make improvements to the current system. Public Works Director Whalen stated there are not special breaks for developers at this time. Connection fees are charged per use. City Manager Hooper added there is not a program for developers for incentives, though the city can establish one.

Mayor Roy Edgington continued that running a utility company demands that the city keeps up with inflation to keep the system running. The council could kick this rise in rates down the road but the problem will remain and compound.

City Manager Hooper, reminded council that this item is agendaized to approve the Business Impact Statement and the discussion about the rates will come back under the resolution for this item.

Attorney David Rigdon clarified that the Business Impact Statement does not say there will be no impact on business but that it will not have a significant impact given the economic climate.

Motion: MOVE TO RECOMMEND THAT CITY COUNCIL ADOPTS THE ATTACHED BUSINESS IMPACT STATEMENT REGARDING INCREASING RATES AND CONNECTION FEES FOR THE WATER AND SEWER UTILITIES. CITY COUNCIL FINDS THE RATE INCREASES AND FEE CHANGES DO NOT IMPOSE A DIRECT AND SIGNIFICANT ECONOMIC BURDEN ON A BUSINESS OR DIRECTLY RESTRICT THE FORMATION, OPERATION, OR EXPANSION OF A BUSINESS. **Action:** Approve, **Moved by** Councilwoman Ward 5 Fran McKay, **Seconded by** Councilman Ward 3 Stan Lau. **Vote:** Passed, **summary:** Yes 3, No 2, Abstained 0. **Yes:** Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilwoman Ward 5 McKay, **No:** Councilman Ward 1 Lacy, Councilman Ward 4 Torres, **Abstain:** None.

Councilman Torres stated that he doesn't care about the impact on outside developers, but cares about the residents here now and the impact on them.

Councilman Lacy asked if this agenda had anything about senior discounts? City Manager Hooper responded that it would be on the next agenda.

6.2. (For possible action) Discussion to approve the City of Fernley's maximum allowed operating property tax rate to be levied for Fiscal Year 2023 and for submission to the Department of Taxation.

Director of Finance Denise Lewis discussed the annual approval of the max allowable property tax

rate increase of .0002%. Mayor Edgington asked that current inflation is at 7.5% but the proposed increase is only for 0.0002%? Director of Finance Denise Lewis confirmed.

Motion: MOVE TO APPROVE THE CITY OF FERNLEY'S MAXIMUM ALLOWED OPERATING PROPERTY RATE TO BE LEVIED FOR FISCAL YEAR 2023 AND FOR SUBMISSION TO THE DEPARTMENT OF TAXATION. **Action:** Approve, **Moved by** Councilman Ward 3 Stan Lau, **Seconded by** Councilwoman Ward 5 Fran McKay. **Vote:** Passed, **summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilman Ward 4 Torres, Councilwoman Ward 5 McKay, **No:** None, **Abstain:** None.

6.3. (For possible action) Discussion regarding the long-term use goals and plans for the Fernley Depot.

Assistant to the City Manager Trisha Connor presented the history of the Depot and the long term use goals and plans for it. Projects funded by CDBG over the years for water and potable water hook-up. The total improvements were valued at \$1.5 million. There is federal grant funding for this historical building. Plans include creating an ADA-compliant bathroom on site.

Councilwoman McKay asked for the estimate of the cost of leaving the Depot on the register as a historical building and then doing all repairs to the historical requirements.

Assistant to the City Manager Trisha Connor responded that the total value for all projects in queue is \$25,000,895.00. Future plans include putting a new roof on the facility and testing the electrical system and removing lead paint on the building. Insulation and HVAC or an alternative heating and cooling system is also planned. There is Federal Grant funding available if specific requirements are met and reviews conducted. The City recommends a set Depot Use Plan to facilitate the projects planning for the Depot.

Councilwoman McKay added that she did a walk-through on the building found to be an extremely strong building. She felt the Depot would be a great location for small events the community center wouldn't need to be used for. Perhaps preserving the exterior of the historical building and fixing the inside outside of historical requirements would open up the building for more use.

Assistant to the City Manager Connor responded there are stipulations to keep the building historic and used as a cultural center if grant funding is used.

Motion: MOVE TO REMOVE THE DEPOT FROM THE NATIONAL HISTORIC REGISTRY AND MOVE FORWARD WITH MODERN AMENITIES AND STRUCTURE SO THAT THE CITY CAN GET SOME USE OUT OF THIS. **Action:** Approve, **Moved by** Councilman Ward 4 Albert Torres, **Seconded by** Councilwoman Ward 5 Fran McKay. **Vote:** Passed, **summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilman Ward 4 Torres, Councilwoman Ward 5 McKay, **No:** None, **Abstain:** None.

City Attorney Brandi Jensen confirmed for councilwoman Zoberski that cities can pass protections for historical buildings in the municipal code.

Assistant to the City Manager Trisha Connor asked what the Depot would be used for.

Mayor Edgington suggested a coffee shop after a while, a meeting room would be more feasible.

Councilman Torres responded that retail would be difficult. He suggested starting with events, then maybe branching out to retail.

Motion: MOVE TO USE THE DEPOT FOR MEETINGS AND EVENTS TO START OFF WITH AS THE CITY IS ABLE TO MAKE THE IMPROVEMENTS, POSSIBLY FOR OFFICES OR RETAIL DOWN THE ROAD. WE CAN ALWAYS EXPAND LATER AS THE INSIDE IS IMPROVED UPON. **Action:** Approve, **Moved by** Councilman Ward 4 Torres, **Seconded by** Councilman Ward 3 Lau. **Vote:** Passed, **summary:** Yes 5, No 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilman Ward 4 Torres, Councilwoman Ward 5 McKay, **No:** None, **Abstain:** None.

Councilwoman Zoberski stated she would love to see a museum but it would be good to have an information center. Events would be great to have there too.

Mayor Edgington brought up the old school house in the back of the property and suggested that the building be kept historical.

Motion: MOVE TO APPROVE MOVE TO CREATE AN ORDINANCE TO PROTECT THE DEPOT AS HISTORICAL LANDMARK AND ALSO INCLUDE THE SCHOOL HOUSE. **Action:** Approve, **Moved by** Councilwoman Felicity Zoberski, **Seconded by** Councilman Stan Lau. **Vote:** Passed, **summary:** Yes 5, No 0. **Yes:** Lacy, Zoberski, Lau, Torres, McKay, **No:** None, **Abstain:** None.

6.4. (For possible action) Approve the contract with Farr West Engineering to provide engineering and architectural design services and oversee construction for the Depot Re-Roofing project for an amount not to exceed \$62,170.

Deputy Public Works Director Williams asked council to approve the contract for Farr West that includes options for a metal roof for the Depot, or cement or shingle.

Motion: MOVE TO APPROVE THE CONTRACT WITH FARR WEST ENGINEERING TO PROVIDE ENGINEERING AND ARCHITECTURAL DESIGN SERVICES AND OVERSEE CONSTRUCTION FOR THE DEPOT RE-ROOFING PROJECT FOR AN AMOUNT NOT TO EXCEED \$62,170. **Action:** Approve, **Moved by** Councilwoman McKay, **Seconded by** Councilman Lacy. **Vote:** Passed, **summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, **No:** None, **Abstain:** None.

5 minute Break at 8:27 pm

6.5. (For possible action) Discussion and possible termination of the March 16, 2020, Declaration of Emergency Concerning COVID-19 pursuant to Resolution 20-006.

City Manager Hooper presented the item to terminate the state of emergency declared in March 2020. It allowed the mayor or designee to make decisions pertaining to the emergency.

Mayor Edgington asked the county manager if the city would still be eligible for federal assistance if the declaration was taken down. He said yes because the state and the county still had an emergency declared. The city manager is restricted to \$25,000 unless, in an emergency, she can bring it back to the council, but she would have to wait for the next meeting.

Councilman Torres said the state declaration expired last year. There is not a state of emergency at the state level. He said it would not hinder the city by dissolving it.

Motion: move to terminate the march 16th, 2020 declaration of emergency concerning covid 19 pursuant to resolution 20-006. **Action:** Approve, **Moved by** Councilman Ward 4 Albert Torres, **Seconded by** Councilman Ward 1 Ray Lacy. **Vote:** Passed, **summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilman Ward 4 Torres, Councilwoman Ward 5 McKay, **No:** None, **Abstain:** None.

6.6. (Possible Action) Approve staff to enter into negotiations and allow staff to enter into a contract with CORE construction for pre-construction services for the Community Response and Resource Center.

City Manager Hooper explained the item is to allow staff to enter negotiations to choose a construction company for the services needed at the Community Response Center.

Councilwoman Zoberski asked for the contract to come back to the council.

Motion: MOVE TO APPROVE STAFF TO ENTER INTO NEGOTIATIONS AND A CONTRACT WITH CORE CONSTRUCTION FOR PRE-CONSTRUCTION SERVICES FOR THE COMMUNITY RESPONSE AND RESOURCE CENTER. **Action:** Approve, **Moved by** Councilman Ward 3 Stan Lau, **Seconded by** Councilman Ward 1 Ray Lacy. **Vote:** Passed, **summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilman Ward 3 Lau, Councilman Ward 4 Torres, Councilwoman Ward 5 McKay, **No:** None, **Abstain:** None.

City Attorney Brandi Jensen clarified that there will be 3 contracts through this process which will come back to the council.

6.7. (For possible action) Update on City of Fernley COVID-19 response including City Hall reopening, funding for state and local governments, local business re-opening plans, and local events.

City Manager Hooper stated masks are gone and shields are down for the city. The Covid numbers

are going down.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS:

7.1. Discussion and possible action requesting a future agenda item regarding the Master Plan and Land Uses. (Councilwoman Zoberski's request)

This item was pulled from the agenda.

7.2. Discussion and possible action requesting a future agenda item regarding the city taking over the motorcycle track. (Mayor Edgington's request)

Mayor Roy Edgington asked if council would consider having the city take ownership of the racetrack next to the Fernley Cemetery.

Councilwoman McKay said she thinks it is a good idea to discuss the racetrack because of its usage by the city residents and would like to bring it back for discussion on the next available agenda.

Motion: MOVE THAT THIS ITEM IS PUT IT ON THE NEXT AVAILABLE AGENDA.

Action: Approve, **Moved by** Councilwoman Ward 5 Fran McKay, **Seconded by** Councilwoman Ward 2 Felicity Zoberski. **Vote:** Passed, **summary:** Yes 3, No 2, Abstained 0. **Yes:** Councilman Ward 1 Lacy, Councilwoman Ward 2 Zoberski, Councilwoman Ward 5 McKay, **No:** Councilman Ward 3 Lau, Councilman Ward 4 Torres, **Abstain:** None.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Mayor Edgington would like to discuss as a future agenda item retention ponds and parks.

Councilwoman McKay would like to address ideas about the depot.

9. PUBLIC FORUM

Tammy Dittman, Fernley resident, asked about the Depot, resource center, racetrack, and infrastructure. She said she was confused about rates increasing with sewer and water.

Request from Roy O'Rally was forwarded to the mayor and the Mayor will reach out to him.

10. ADJOURNMENT

The next meeting will be March 2nd at 5pm.

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:47 PM.

Approved by the Fernley City Council on March 16th, 2022, by a vote of:

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

Roy Edgington, Mayor

Kim Swanson, City Clerk

Report Criteria:

License.Status = "Active"

Business.Origination date = 02/24/2022-03/09/2022

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Community Services Agency	Jerry Holloway - Pres	915 Farm District Rd.	Fernley	NV	89408	775-786-6023	Child Care/Day Care	Non-profit Early Childhood Edu
Ninelives Appliance Repair LLC	Cynthia Morgan	460 Scorpio Circle	Reno	NV	89521	775-853-3333	Handyman	In-home appliance repair servi
Bela Lux Mobile Tanning	Amanda Carrera	1365 Mountain Rose Dr.	Fernley	NV	89408	775-350-4664	Business Specific Profes	Mobile tanning & teeth whiteni
American River Caulking, Inc.	MaryAnn Gutierrez	44 N Canyon Way	Colfax	CA	95713	530-878-4475	Contractor	Installing Urethane/Caulking C
Tarts and Kisses	Tanna Johnson	823 Columbine Dr.	Fernley	NV	89408	775-815-7527	Internet Sales & Services	Online reselling (Ebay & Posh
Dodge Flat Solar, LLC	ESI Energy, LLC	878 HS Highway 95 A North	Fernley	NV	89408	561-657-7719	Business Specific Profes	General Office Support for Dod
LRG Construction LLC	James Grigg / Dana	2285 Dickerson Rd.	Reno	NV	89503	775-432-2530	Contractor	Carpentry Contractor #79881
Amador Leal / Brianna Leal	Amador Leal / Briann	893 Sunrise Dr.	Gilroy	CA	95020	408-710-3338	Residential Dwelling Rent	Residential Rental Dwelling/La
Herlickson Homestead	Herlinckson Homeste	2836 S Fork Rd	Fernley	NV	89408	916-409-3229	Hobby/Crafter, Sewing, J	Hobby/Crafter: selling homema
PAR Western Line Contractors LLC	Jim Stapp	11276 5th St #100	Rancho Cucamonga	CA	91730	816-414-1100	Contractor	General Contractor #88996
ALP3 Energy LLC	Albert Pugner III	110 Sandia Dr.	Fernley	NV	89408	951-795-9939	Business Specific Profes	Residential energy testing
Ale' Meli	Vyrna Alvarez	1557 Reese River Rd.	Fernley	NV	89408	775-247-7007	Massage Therapist	Massage Therapy
Kalbacher Associates	Karl Kalbacher	1324 Roundhouse Lane	Alexandria	VA	22314	703-303-4665	Business Specific Profes	Grant Writing Services
Autoblox, LLC	Peter Valdes Jr. / Jes	607 Winter Place	Fernley	NV	89408	775-412-1993	Automotive Sales/Parts/S	Mobile Detailing
Grand Totals:		14						

Report Criteria:

License.Status = "Active"

Business.Origination date = 02/24/2022-03/09/2022



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: X No:	Yes: No: X	100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

For Possible Approval of a contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services for the amount not to exceed \$2,250 a month beginning March 1, 2022 through June 30, 2022.

AGENDA ITEM BRIEF:

The City of Fernley, in partnership with Mark IV Capital, seeks a grant consultant to provide comprehensive grant services for the Victory Logistics project. In addition, the grant consulting services will include City capital improvement projects, and for grants that fund policing, fire and other local service needs. Kalbacher Associates, LLC (KA) is a provider of federal, state, and foundation grant services for cities, counties, community improvement districts, and non-profit organizations. KA specializes in securing state, federal, and foundation grant funding for clients. The City of Fernley and Mark IV has worked with KA in the past with DOT grants including grant research, grant writing, preparing the benefit cost analysis report, and grant advocacy.

RECOMMENDED MOTION:

"I move to approve the contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services for the amount not to exceed \$2,250 a month beginning March 1, 2022 through June 30, 2022."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may request more information, direct staff to pursue other funding options, or not approve the contract.

BACKGROUND:

The City of Fernley in partnership with Mark IV Capital are seeking a grant consultant to provide comprehensive grant services for the Victory Logistics project, in addition to City's capital improvement projects, and for grants that fund policing, fire and other local service needs. In February 2021, Council approved a Memorandum of Understanding (MOU) between the City of Fernley and Mark IV Capital for the specific purpose of seeking grant funding from U.S. Department of Transportation for the completion of Nevada Pacific Parkway. The MOU established the objective for Mark IV to undertake or to cause to undertake any and all work to the extent permissible in connection with drafting and submitting any applications for any Federal Grants, including without limitation, retaining the necessary consultants to generate the appropriate third-party reports as may be advisable in drafting these applications, which may include studies on environmental assessments, traffic, cost-benefit analysis, rail plans, engineering, regional air quality and vehicular safety, responding and following up with any representative's inquiries or requests, and paying for any expenses, fees and costs related to the foregoing. In September 2021, Council approved Addendum A of the MOU between City of Fernley and Mark IV Capital to expand the ability to apply for Federal Funds available beyond the Department of Transportation.

Staff has solicited three grant consulting service firms for grant consulting services proposal. Staff recommends the proposal with Kalbacher Associates LLC as they have in depth knowledge with the Victory Logistics Project and have worked with Mark IV Capital on DOT grants. KA undertook grant research, wrote the DOT grant narrative, prepared the Benefit Cost Analysis report, and provided support on grant advocacy. In addition, KA has over 30 years of technical experience in water supply, solid and hazardous waste management, investigation and remediation, water resources and hydrogeology for public and private sector clients. KA has expertise in Brownfields development at both the state and local level that support redevelopment of contaminated properties and Grayfields.

SCOPE OF WORK

Needs Assessment and Grants Funding Guide

KA will prepare a Grant Funding Guide to advance discussions with Fernley on current projects, primary issue areas, and future needs that may benefit from grant funding. KA will document Fernley's funding needs and produce an updated Grants Funding Guide which will recommend funding opportunities to fit each identified project. This analysis will include relevant information on eligible grant applicants, match requirements, an estimated timeline for release of funds, an assessment of the complexity and competitiveness of the grant program, and other program-specific information required to prioritize funding opportunities. KA will also provide to Fernley a companion Grants Calendar that will highlight the expected time frame of grants of interest open for competition.

Grant Research

KA will identify and monitor relevant funding opportunities that meet Fernley's specific needs on a regular basis. The work product will be grant notice summaries of funding opportunities that have recently been released or are expected to be released in the near term.

Project Development Support

KA's project development support will begin with working with Fernley to strategically develop project proposals to ensure that they meet identified grant and foundation eligibility criteria, and which are positioned to be highly competitive. This process often involves building new partnerships with local, regional, state, and national organizations; adding or subtracting project components to better fit the grant issuing agencies programmatic

objectives; leveraging assistance or other local/state/federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of Fernley's grant proposals. KA Project development services also include advocacy development and support for Fernley projects. Some grant programs require the applicant to complete environmental studies or economic cost-benefit analyses as part of the grant application. KA can work with Fernley to ensure these studies are completed or substantially advanced prior to the grant application deadline. KA will offer these services under a project specific bill rate.

Grant Writing

KA grant writing services will begin by developing customized checklists and schedules for Fernley and KA to follow to ensure that all submitted applications are complete and submitted 48 hours prior to deadline. These checklists and schedules include detailed timelines on 1) relevant grant information Fernley or project partners will need to provide to KA and when the information must be provided; 2) when Fernley can expect the first and second drafts of the grant narratives from KA; 3) and when Fernley and feedback is due back to KA. KA grant writing services include completing all required grant forms and drafting persuasive and compelling grant and budget narratives.

For this contract, KA will prepare two (2) grant applications for Fernley and its partners during a calendar year.

In the event a Fernley grant is not awarded; KA will arrange for a grant debrief with the funding agency to learn about the application's strengths and weaknesses.

Grant Narrative Review and Editing

KA offers Fernley grant narrative review and editing services for grant applications prepared by Fernley and partner organizations. KA will review the grant narrative against the funder's requirements, suggest content edits, and provide recommendations on how to improve the narrative.

PROPOSED FEE

KA will provide the City of Fernley all the services described in the above scope of work for a monthly fee not-to-exceed \$2,250 for 4 months beginning March 1, 2022 to June 30, 2022. KA will provide on a monthly basis to Fernley a report of activities and hours worked. The monthly fee includes all administrative and overhead costs but does not include travel expenses. In the event KA is requested to travel for Fernley travel, costs will be billed at Fernley's preference of either the city's travel rate or the state of Nevada travel and per diem rates. Fernley retains the right upon convenience to terminate this agreement and associated monthly fee upon 30 days' notice.

Should a grant be awarded, a grant agreement will be brought back to the Council to address specific grant guidelines and expectations.

LEGAL IMPLICATIONS:

None.

FINANCIAL IMPLICATIONS:

The City Manager's budget has enough funds to cover the cost for FY2022.

ATTACHMENTS:

1. Kalbacher Associates LLC contract - grant services
2. Attachment A - Scope of Work Kalbacher Associates LLC
3. Attachment B - Fee Schedule Kalbacher Associates LLC
4. 2022 Kalbacher Associates Grant Services Proposal to the City of Fernley NV 03.03.2022

5. Karl Kalbacher Qualifications and Experience
6. Copy of Fernley^J NV Infrastructure Bill Grant Opportunities GuideBookDataset

CONTRACT
A Contract For Comprehensive Grant Services

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

and

Kalbacher Associates LLC
1324 Roundhouse Lane
Alexandria, VA 22314

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

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

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

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

1. **CONTRACT TERM.** This Contract shall be effective from the day it is approved by the City (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.
2. **CONTRACTOR'S SERVICES.**
 - A. **Description of Services.** Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
 - B. **Performance Standards.** In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
 - C. **Changes to Contractor's Services.** The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost or time required

CONTRACT

A Contract For Comprehensive Grant Services

to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

- D. Cooperation with City.** Contractor agrees that its officers, associates, employees, and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

3. COMPENSATION AND TERMS OF PAYMENT.

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

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

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

If to Contractor: Kalbacher Associates LLC
 1324 Roundhouse Lane
 Alexandria, VA 22314

5. 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

CONTRACT

A Contract For Comprehensive Grant Services

Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

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

6. TERMINATION OR SUSPENSION.

- A. Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- B. Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- C. Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability

CONTRACT

A Contract For Comprehensive Grant Services

to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

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

1. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
2. 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
3. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

E. For Cause Termination and Time to Correct. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

1. Terminate this Contract, suspend payment of all pending invoices otherwise due to the Contractor hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Contractor any additional cost for completing this Contract;
2. Terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

CONTRACT

A Contract For Comprehensive Grant Services

3. Continue with the performance by the Contractor and serve within a reasonable time after completion of the Contract a notice of claim or dispute.

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

1. 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.
2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
4. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
5. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

7. **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.
8. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
9. **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.
10. **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,

CONTRACT

A Contract For Comprehensive Grant Services

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.

11. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence of: (i) any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, independent contractors, sub-contractors, vendors, suppliers, consultants, or agents; or (ii) any default in the performance of any obligation of Contractor to be performed under the terms of this Contract, regardless of whether such default is an Event of Default hereunder. In no event shall the language of this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by the Federal and State constitutions or by law. It is expressly agreed that Contractor shall defend the City party at Contractor's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Contractor. Contractor's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Contractor pursuant to the provisions of this Contract. Contractor's obligations under this Section 11 shall survive any termination of this Contract.

12. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement

CONTRACT

A Contract For Comprehensive Grant Services

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.

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

COF

CTR

A. Workers' Compensation and Employer's Liability Insurance. Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract.

1. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627.
2. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:
 - a. CONTRACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that

CONTRACT

A Contract For Comprehensive Grant Services

Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

3. 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.
4. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:
 - a. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
 - b. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF	CTR
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B. 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
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C. Business Automobile Liability Insurance

1. Minimum Limit required: **\$150,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

CONTRACT

A Contract For Comprehensive Grant Services

2. 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
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D. **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
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E. **Commercial Crime Insurance**

1. Minimum Limit required: **\$10,000**
 1. 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
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F. **Performance Security**

1. Amount required: \$ _____
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.

G. **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 insurance policy shall provide for a waiver of subrogation in favor of the City.
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

CONTRACT

A Contract For Comprehensive Grant Services

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

14. EVIDENCE OF INSURANCE. Prior to the start of any work, Contractor must provide the following documents to the City:

1. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
2. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
3. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
4. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

15. FAILURE TO MAINTAIN REQUIRED COVERAGES. If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the

CONTRACT

A Contract For Comprehensive Grant Services

Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

16. 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. It is important to note:

A. Contractor is required to obtain a City of Fernley business license prior to commencing work unless Contractor qualifies for an exception. Contractor is also required to provide a W-9 to the City's Finance Department.

B. Contractor is required to research and determine if Contractor must comply with:

1. Buy America Requirements
2. Prohibition against Boycott Israel provisions in NRS in Public Works contracts
3. Prevailing Wage Requirements
4. Apprenticeship Utilization Act

17. 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.

18. SEVERABILITY. If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such

CONTRACT

A Contract For Comprehensive Grant Services

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

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.

CONTRACT

A Contract For Comprehensive Grant Services

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.)

23. **LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
24. **GENERAL WARRANTY.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
25. **PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
26. **GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts

CONTRACT

A Contract For Comprehensive Grant Services

for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

- 27. INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.
- 28. COUNTERPARTS.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 29. ADVICE OF COUNSEL.** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 30. MODIFICATION; NO WAIVER.** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

CONTRACT

A Contract For Comprehensive Grant Services

- 31. INTERPRETATION OF AGREEMENT.** This Contract shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 32. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 33. NON-DISCRIMINATION.** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

CITY OF FERNLEY

City of Fernley Mayor

Date

ATTEST:

City Clerk

Date

CONTRACT

A Contract For Comprehensive Grant Services

APPROVED AS TO FORM:

City Attorney Date

Date

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

CONTRACTOR

BY: Karl Kalbacher, PG

TITLE: President

FIRM: Kalbacher Associates LLC

BUSINESS LICENSE #:

Address: 1324 Roundhouse Lane

City: Alexandria State: VA Zip Code: 22314

Telephone: 703-303-4665 Fax #:

E-mail Address: kfkalbacher@gmail.com

(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 _____

CONTRACT

A Contract For Comprehensive Grant Services

satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

ATTACHMENT A: SCOPE OF WORK
KALBACHER ASSOCIATES LLC – COMPREHENSIVE GRANT SERVICES

Kalbacher Associates LLC Grant Services

Kalbacher Associates LLC (KA) offers to Fernley the following grant services.

Needs Assessment and Grants Funding Guide

KA will prepare a Grant Funding Guide to advance discussions with Fernley on current projects, primary issue areas, and future needs that may benefit from grant funding. KA will document Fernley's funding needs and produce an updated Grants Funding Guide which will recommend funding opportunities to fit each identified project. This analysis will include relevant information on eligible grant applicants, match requirements, an estimated timeline for release of funds, an assessment of the complexity and competitiveness of the grant program, and other program-specific information required to prioritize funding opportunities. KA will also provide to Fernley a companion Grants Calendar that will highlight the expected time frame of grants of interest open for competition. Our goal in producing the Grants Funding Guide and Grants Calendar is to advance projects ahead of the grant notice announcement.

Grant Research

KA will identify and monitor relevant funding opportunities that meet Fernley's specific needs on a regular basis. The work product will be grant notice summaries of funding opportunities that have recently been released or are expected to be released in the near term.

Project Development Support

The projects that Fernley seeks federal and state grants and philanthropic foundation funding will in most cases require consulting support to screen funding opportunities and develop project elements in advance of grant submittal. Project development support sets the stage for successfully competing for grant and foundation funding.

KA's project development support will begin with working with Fernley to strategically develop project proposals to ensure that they meet identified grant and foundation eligibility criteria, and which are positioned to be highly competitive. Even the most beneficial local projects often have to be modified or supplemented in order to successfully compete at the state, foundation or federal level. This process often involves building new partnerships with local, regional, state, and national organizations; adding or subtracting project components to better fit the grant issuing agencies programmatic objectives; leveraging assistance or other local/state/federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of Fernley's grant proposals.

KA Project development services also include advocacy development and support for Fernley projects. Some grant programs require the applicant to complete environmental studies or economic cost-benefit analyses as part of the grant application. Other grant programs require projects to be formally included in State Project lists. KA can work with Fernley to ensure these studies are completed or substantially advanced prior to the grant application deadline. KA will offer these services under a project specific bill rate.

Grant Writing

ATTACHMENT A: SCOPE OF WORK
KALBACHER ASSOCIATES LLC – COMPREHENSIVE GRANT SERVICES

Preparing winning grant proposals takes time, skill, and knowledge. KA grant writing services will begin by developing customized checklists and schedules for Fernley and KA to follow to ensure that all submitted applications are complete and submitted 48 hours prior to deadline. These checklists and schedules include detailed timelines on 1) relevant grant information Fernley or project partners will need to provide to KA and when the information must be provided; 2) when Fernley can expect the first and second drafts of the grant narratives from KA; 3) and when Fernley feedback is due back to KA.

KA will continually update the grant project timeline - making modifications based on issues that arise during preparing the grant application. Our goal in preparing these descriptive timelines is to maintain accountability in the collection of information and in the development of grant budget, project and budget narratives, and in collecting critically important letters of support from relevant organizations.

KA grant writing services include completing all required grant forms and drafting persuasive and compelling grant and budget narratives. For this contract, KA will prepare two (2) grant applications for Fernley and its partners.

Grant Narrative Review and Editing

KA offers to Fernley grant narrative review and editing services for grant applications prepared by Fernley and partner organizations. KA will review the grant narrative against the funder's requirements, suggest content edits, and provide recommendations on how to improve the narrative.

ATTACHMENT B: FEE SCHEDULE
KALBACHER ASSOCIATES LLC – COMPREHENSIVE GRANT SERVICES

Kalbacher Associates LLC Proposed Fee

KA offers to provide to Fernley all the services described in the Attachment A: Scope of Work for a monthly fee not to exceed \$2,250 for 4 months beginning in March 2022. KA will provide on a monthly basis to Fernley a report of activities and hours worked. The monthly fee includes all administrative and overhead costs but does not include travel expenses.

In the event KA is requested to travel for Fernley services, travel costs will be billed at Fernley's preference of either the city's travel rate or the state of Nevada travel and per diem rates. Fernley retains the right upon convenience to terminate this agreement and associated monthly fee upon 30 days' notice.



March 3, 2022

Ms. Daphne Hooper
City Manager
City of Fernley, NV
595 Silver Lace Boulevard
Fernley, Nevada 89408

RE: Kalbacher Associates Comprehensive Grant Services

Dear Daphne,

Kalbacher Associates, LLC (KA) appreciates the opportunity to provide comprehensive grant services, project development, and planning support to the city of Fernley. KA personnel have been pleased to have previously provided grant services to the city of Fernley and Mark IV Capital to apply for federal grant funding for the Victory Logistics Park project. We are now pleased to continue to assist Fernley with planning, identifying, and securing additional federal grant funds in connection with the \$1.2 trillion Infrastructure Investment and Jobs Act (IIJA), and other federal and state grant funding opportunities that support community needs.

Fernley Projects

KA understands that Fernley seeks a grant consultant to provide comprehensive grant services for the Victory Logistics project, capital improvement projects, and for grants that fund policing, fire and other local service needs.

Infrastructure Bill Grant Programs

The passage of the IIJA on November 6, 2021, offers a multitude of opportunities for the city of Fernley to secure federal grant funding for key projects. The IIJA will make available \$1.2 trillion in funding for infrastructure programs across the transportation, energy and water sectors, through a combination of grants, loan, and tax incentives. Of the \$1.2 trillion, \$550 billion is

new federal funds not previously authorized. The bill also reauthorizes the highway, public transportation and rail programs for five years, and establishes new programs for water supply, wastewater, and energy efficiency.

KA has completed a review of the over 300 grant funded programs offered through the IIJA and has attached a list of 31 of the more promising grants that Fernley should consider applying for funding for capital improvement projects. Provided below are descriptions for a subset of these 31 projects and other grant programs that were not included in the White House Master List of infrastructure grant programs but are also funded under the IIJA.

- *The Nationally Significant Freight and Highway Projects (INFRA)* grant (\$8 billion for highway and freight projects of national or regional significance)
- *Bridge Investment Program* (\$12.5 billion to rehabilitate or replace bridges)
- *Carbon Reduction Formula Program* (\$6.3 billion to states to reduce transportation emissions, fund trails and paths for bicyclists and pedestrians, fund diesel emission retrofits)
- *Healthy Streets Program* (\$500 million for grants to states, local governments and tribes to deploy cool pavements and porous pavements and to expand tree cover) – This grant program is not included in the attached Excel Spreadsheet.
- *Reconnecting Communities Pilot Program* (\$1 billion in grant funds available of which \$250 million is for planning grants and \$750 million is for construction grants for projects that remove, retrofit or mitigate previously constructed barriers to mobility, access or economic development to restore community connectivity)
- *SMART Grant Program* Strengthening Mobility and Revolutionizing Transportation program authorizes (\$500 million for demonstration projects that implement advanced smart city or community technologies and systems to improve transportation efficiency and safety)
- *Consolidated Rail Infrastructure and Safety Improvements Grants (CRISI)* (\$5 billion for projects that support the development or expansion of intercity passenger rail service, that address congestion challenges affecting rail service, improve short-line or regional railroad infrastructure; support highway-rail grade crossing improvement projects, rail line relocation and improvement projects, and regional rail and corridor service development plans and environmental analyses)

- **RAISE/BUILD Grant** (\$7.5 billion to implement a new competitive grant program to fund projects that will have a significant local or regional economic impact and improve transportation infrastructure)
- **Energy Efficiency and Conservation Block Grant Program** (\$550 million to finance energy efficiency and other clean energy capital investments, projects, loan programs and performance contracting programs)
- **Wastewater Efficiency Grant Pilot Program** (\$100 million for a new pilot program to create or improve waste-to-energy systems) - This grant program is not included in the attached Excel Spreadsheet.
- **Pilot Program for Alternative Water Source Projects** (\$125 million for treatment of stormwater in addition to water and wastewater to potable water)
- **Water Storage, Groundwater Storage and Conveyance Projects** (\$1.15 billion in grants for small surface water and groundwater storage projects) - This grant program is not included in the attached Excel Spreadsheet.

Traditional Federal Grant Program Offerings

In addition to the federal funding available to the city of Fernley from the IJA, there are also many state and federal government recurring grant programs to consider. Provided below are a few of the federal grant programs that would be included in a state and federal Grant Funding Guide that KA will prepare as part of a contract deliverable. (The Grant Funding Guide is described in a later part of this letter agreement).

1) US Economic Development Administration (EDA):

- a) **Public Works and Economic Adjustment Assistance**: Public Works and Economic Adjustment Assistance programs provide economically distressed communities and regions with comprehensive and flexible resources to address a wide variety of economic needs. Projects funded by these programs will support work in Opportunity Zones and will support the mission of the Department by, among other things, leading to the creation and retention of jobs and increased private investment, advancing innovation, enhancing the manufacturing capacities of regions, providing workforce development opportunities, and growing ecosystems that attract foreign direct investment. **Rolling Application**
- b) **Planning and Local Technical Assistance**: Under the Planning and Local Technical

Assistance programs, EDA assists eligible recipients in developing economic development plans and studies designed to build capacity and guide the economic prosperity and resiliency of an area or region. The Planning program helps support organizations, including District Organizations, Indian Tribes, and other eligible recipients, with Short Term and State Planning investments designed to guide the eventual creation and retention of high-quality jobs, particularly for the unemployed and underemployed in the Nation's most economically distressed regions. As part of this program, EDA supports Partnership Planning investments to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDs), which articulate and prioritize the strategic economic goals of recipients' respective regions. The Local Technical Assistance program strengthens the capacity of local or State organizations, institutions of higher education, and other eligible recipients to undertake and promote effective economic development programs through projects such as feasibility studies and impact analyses. **Rolling Application**

2) US Department of Justice

- a) COPS Hiring Program (CHP): The COPS Hiring Program (CHP) is a competitive grant program designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. The CHP offered approximately \$140 million in funding for Fiscal Year 2021.
- b) Community Policing Development (CPD) Program: Community Policing Development Program funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

3) US Department of Agriculture

- c) Housing Assistance: USDA provides homeownership opportunities to low- and moderate-income rural Americans through several loan and grant programs. The programs also make funding available to individuals to finance vital improvements necessary to make their homes decent, safe, and sanitary. USDA Multi-Family Housing Programs offer Rural Rental Housing Loans to provide affordable multi-family rental housing for very low-, low- and moderate-income families; the elderly; and persons with disabilities. In addition,

rental assistance is available to eligible families. **Rolling Application**

- d) *Community Facilities Direct Loan & Grant Program*: This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings. **Rolling Application**
- a) *The Farmers Market Promotion Program (FMPP)*: The grants, authorized by the FMPP are targeted to help improve and expand domestic farmers markets, roadside stands, community-supported agriculture programs and other direct producer-to-consumer market opportunities.
- e) *Water & Waste Disposal Loans & Grants*: This program provides funding for clean and reliable drinking water systems, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage to households and businesses in eligible rural areas. **Rolling Application**
- f) *Water & Waste Disposal Predevelopment Planning Grants*: This program assists low-income communities with initial planning and development of applications for USDA Rural Development Water and Waste Disposal direct loan/grant and loan guarantee programs. **Rolling Application**
- g) *Water & Waste Disposal Technical Assistance & Training Grants*: This program helps qualified, private nonprofits provide technical assistance and training to identify and evaluate solutions to water and waste problems; helps applicants prepare applications for water and waste disposal loans/grants; and helps associations improve the operation and maintenance of water and waste facilities in eligible rural areas. **Rolling Application**
- h) *Strategic Economic and Community Development*: Strategic Economic and Community Development (SECD) funding supports regional economic and community development planning. **Rolling Application**

KA has always believed that early planning and positioning of projects to address all grant criteria is key to advancing Fernley's goal of securing IJA discretionary grant funds and funding for all grants.

Kalbacher Associates

Kalbacher Associates, LLC (KA) is a premier provider of federal, state, and foundation grant services for cities, counties, community improvement districts, and non-profit organizations. We also offer economic development and environmental consulting services that are focused on the needs of local governments.

KA specializes in securing state, federal, and foundation grant funding for clients. Since our founding in 2015 we have achieved a 66% winning record. KA Grant Services positions clients to have the competitive advantage in state, federal, or foundation funding. We do this by identifying and implementing strategic grant opportunities and coordinating activities to improve win rates.

Since 2015, KA personnel have secured over \$400M in grant funding for public and non-profit sector clients. Since 2018, KA has won nine US DOT Infrastructure Development grants for clients totaling \$115,417,294 and three US EDA grant awards totaling \$5,420,000.

KA Grant Services

KA offers to Fernley the following grant services.

Needs Assessment and Grants Funding Guide

KA believes that securing grant funding begins with understanding Fernley's priorities and planning for success! KA will prepare a Grant Funding Guide to advance discussions with Fernley on current projects, primary issue areas, and future needs that may benefit from grant funding. KA will document Fernley's funding needs and produce an updated Grants Funding Guide which will recommend funding opportunities to fit each identified project. This analysis will include relevant information on eligible grant applicants, match requirements, an estimated timeline for release of funds, an assessment of the complexity and competitiveness of the grant program, and other program-specific information required to prioritize funding opportunities. KA will also provide to Fernley a companion Grants Calendar that will highlight the expected timeframe of grants of interest open for competition. Our goal in producing the Grants Funding Guide and Grants Calendar is to advance projects ahead of the grant notice announcement.

Grant Research

KA will identify and monitor relevant funding opportunities that meet Fernley's specific needs on a regular basis. The work product will be grant notice summaries of funding opportunities that have recently been released or are expected to be released in the near term.

Project Development Support

The projects that Fernley seeks federal and state grants, and philanthropic foundation funding will in most cases require consulting support to screen funding opportunities and develop project elements in advance of grant submittal. Project development support sets the stage for successfully competing for grant and foundation funding.

KA's project development support will begin with working with Fernley to strategically develop project proposals to ensure that they meet identified government grant and foundation eligibility criteria, and which are positioned to be highly competitive. Even the most beneficial local projects often have to be modified or supplemented in order to successfully compete at the state, foundation, or federal level. This process often involves building new partnerships with local, regional, state, and national organizations; adding or subtracting project components to better fit the grant issuing agencies programmatic objectives; leveraging assistance or other local/state/federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of Fernley's grant proposals.

KA Project development services also include advocacy development and support for Fernley projects

Some grant programs require the applicant to complete environmental studies or economic cost-benefit analyses as part of the grant application. Examples include completion of a National Environmental Policy Act - Environmental Assessment or the ASTM Phase I Environmental Site Assessment (ESA). Other grant programs require projects to be formally included in State Project lists. KA can work with Fernley to ensure these studies are completed or substantially advanced prior to the grant application deadline. KA will offer these services under a separate project specific contract.

Grant Writing

Preparing winning grant proposals takes time, skill, and knowledge. KA grant writing services will begin by developing customized checklists and schedules for Fernley and KA to follow to ensure that all submitted applications are complete and submitted 48 hours prior to deadline. These checklists and schedules include detailed timelines on 1) relevant grant information Fernley or project partners will need to provide to KA and when the information must be provided; 2) when Fernley can expect the first and second drafts of the grant narratives from KA; 3) and when Fernley feedback is due back to KA.

KA will continually update the grant project timeline - making modifications based on issues that arise during preparing the grant application. Our goal in preparing these descriptive timelines is to maintain accountability in the collection of information and in the development of grant budget, project and budget narratives, and in collecting critically important letters of support from relevant organizations.

KA grant writing services include completing all required grant forms and drafting persuasive and compelling grant and budget narratives.

For this contract term, KA will work with Fernley to prepare up to (2) grant applications for Fernley and its partners.

Grant Narrative Review and Editing

KA offers to Fernley grant narrative review and editing services for grant applications prepared by Fernley and partner organizations. KA will review the grant narrative against the funder's requirements, suggest content edits, and provide recommendations on how to improve the narrative.

KA Proposed Fee

KA offers to provide to Fernley all the services described in this proposal for a monthly fee not to exceed \$2,250 for 4 months beginning in March 2022. KA will provide on a monthly basis to Fernley a report of activities and hours worked. The monthly fee includes all administrative and overhead costs but does not include travel expenses.

In the event KA is requested to travel for Fernley services, travel costs will be billed at

Fernley's preference of either the city's travel rate or the state of Nevada travel and per diem rates. Fernley retains the right upon convenience to terminate this agreement and associated monthly fee upon 30 days' notice.

KA Personnel Assigned to Fernley {and Mark IV Capital}

I will serve as your principal point of contact and lead grant writer for this contract. In addition to my grant experience, I also possess over 30 years of technical experience in water supply, solid and hazardous waste management, investigation and remediation, water resources and hydrogeology for public and private sector clients. I have also developed expertise in Brownfields redevelopment as a result of developing and managing' environmental and finance programs at both the state and local level that support the redevelopment of contaminated properties and Grayfields.

KA appreciates the opportunity to provide grant writing and related project development and planning services to Fernley. If you have any questions or require additional information, please do not hesitate to contact me directly at (703) 303-4665, or by email at KFKalbacher@KalbacherAssociates.com

Thank you and I look forward to continuing to provide grant services to Fernley.

Best Regards,



Karl Kalbacher, PG
President

ACKNOWLEDGED AND AGREED TO BY:

Kalbacher Associate, LLC

City of Fernley, NV



Karl Kalbacher, PG
President

Daphne Hooper
City Manager

___March 3, 2022___ date

_____ date



KA Qualifications and Experience



Karl Kalbacher, P.G.

PRESIDENT

Karl Kalbacher directly manages KA's highly successful Grant Practice Group. Since 2015, Karl has achieved a 66%-win rate for grants prepared for clients. Karl's grant experience is significant, having successfully secured funding from the following federal departments: DOT, DOJ, DOC, DOE, DOD, HUD, DHS, USDA, and EPA. Karl has also prepared National Endowment for the Arts – Artworks and Our Town grant applications under the Arts' creative placemaking grants program as well as several state parks & recreation grant applications, US Fish & Wildlife Boating Infrastructure Grant, US DOT Recreational Trails Program grant, and US DOI Land and Water Conservation Fund (LWCF) grant application.

Karl possesses extensive HUD management experience that includes direct client oversight of preparing Consolidated Plan (CP), Annual Action Plan (AP), Consolidated Annual Performance and Evaluation Report (CAPER), Environment Record Reviews (ERR) as well as the Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG). HUD funding can be allocated to support health and human services projects.

Karl is also a leading expert in areas of environmental regulatory compliance and economic development policy and practice. A nationally recognized Brownfields redevelopment expert, Karl has developed and managed environmental and finance programs at both the state and local level that support the redevelopment of contaminated properties and Grayfields. He has extensive experience managing economic development programs and energy conservation sustainability projects and has a proven track record of securing state and federal grants.

Since 2018, KA has won eight US DOT Infrastructure Development grants for clients totaling \$100,417,294 and three US EDA grant awards totaling \$5,420,000.

Karl has also developed a high level of proficiency and success preparing US DOT and US EDA grant applications. Since 2018, KA has won eight US DOT Infrastructure Development grants for clients totaling \$100,417,294 and three US EDA grants totaling \$5,420,000 – see the table below.

Kalbacher Associates US DOT and US EDA Grant Awards

Grant Project	Award Amount
Virgin Island Port Authority 2020 Port Infrastructure Development Grant	\$21,869,260
Lexington, NC US DOT 2020 BUILD Grant	\$24,960,534
Jacksonville, FL Port Authority US DOT 2019 BUILD Grant	\$20,000,000

Mooresville, NC 2019 US DOT BUILD Grant	\$13,600,000
Mooresville, NC 2019 US DOT CRISI Grant	\$4,487,500
Cumberland CID 2019 INFRA Grant	\$5,000,000
Huntsville, AL 2019 CRISI Grant	\$8,000,000
Port of New Orleans, LA US DOT 2018 America's Marine Highways Grant	\$2,500,000
State of Delaware 2012 US DOT TIGER Grant	\$10,000,000
State of Delaware 2009 US DOT TIGER Planning Grant	\$2,250,000
Vallejo, CA US EDA 2021 Economic Adjustment Assistance	\$960,000
Bowie, TX US EDA 2020 Economic Adjustment Assistance	\$1,460,000
Fairview, TX US EDA 2020 Economic Adjustment Assistance	\$3,000,000

Since 2013, Karl has secured over \$400 million in federal grants and below-market fixed-rate loans for clients in the areas of economic development, housing, environmental protection, and transportation. Recent awarded grants that Karl was instrumental in writing and advising clients including the following:

Kalbacher Associates Other Grant Awards

Grant Project	Award Amount
Vallejo, CA 2021 US BOR WaterSMART Water and Energy Efficiency Grant	\$2,000,000
American Public Power Association 2021 US DOL Susan Harwood Grant	\$160,000
Vallejo, CA 2021 US EPA Water Infrastructure Finance and Innovation Act (WIFIA)	\$24,000,000
Port St. Joe, FL 2021 US HUD Community Development Block Grant – Disaster Recovery	\$9,799,572
Southeast Rural Community Assistance Project, NC 2020 DHHS Rural Community Development (RCD) grant (Non-Profit Organization)	\$5,781,250
Campbell County, VA 2020 US DOJ Coronavirus Emergency Supplemental Funding (CESF)	\$32,416
Southeast Rural Community Assistance Project, VA 2020 USDA Rural Community Development Initiative (Non-Profit Organization)	\$181,780
St. Petersburg, FL US DOJ 2019 Enhanced Collaborative Model (ECM) Task Force to Combat Human Trafficking: Supporting Law Enforcement's Role	\$741,556
St. Petersburg, FL 2019 Clean Fuel Diesel Grant	\$888,000
Greenville, NC 2018 Lead Hazard Reduction Grant	\$1,600,000
Ashford, NY 2018 State Consolidated Funding Application	\$12,500

Norristown, PA 2018 Brownfield Assessment Grant	\$300,000
Southeast Rural Cooperative Assistance Project, 2017 Rural Business Development Grant (RBDG) (Non-Profit Organization)	\$60,000
Los Angeles County, CA 2016 US DOJ Body-Worn Camera Grant	\$999,600
Midway City Sanitary District, CA 2016 MSRC Alternative Fuel Application	\$250,000
Harrisburg, PA 2015 Lead Hazard Reduction Demonstration Grant	\$3,714,000
High Point, NC 2014 Brownfield Assessment Grant	\$400,000

Karl has prepared Comprehensive Land Use Plans for communities. KA's Comprehensive Plan document includes a complete socio-demographic analysis for communities and an analysis of current economic conditions and drivers. The Plan also identifies areas for new development and redevelopment and offers recommendations on the development and management of physical growth to ensure adequate infrastructure and services.

As the Director of Economic Development for New Castle County, DE from 2005-2012, Karl led economic development services that supported business retention, expansion, and attraction and which fostered entrepreneurship and small business development.

Karl Kalbacher served four terms on the City Council of Newark, Delaware where he acquired expertise in land use development, annexations, condemnations, re-zonings, capital improvement projects, operating budgets, land acquisition, and approved the creation of the Downtown Newark Partnership, one of five winners of the 2011 Great American Main Street Awards.

Karl holds a B.S. in Geology from Tulane University and a Master of Science Degree in Geology from Stephen F. Austin State University. Karl is a Delaware Registered Professional Geologist, and recently served as an Adjunct Professor of Geology and Climate Studies at Cecil College in Maryland. Karl can read and write Spanish and is conversant in the language. Karl works in KA's Alexandria, VA office.

A. Highlighted US DOT Projects

Over the past three years, KA has provided grant services to eight municipal or US DOT eligible applicants who have received grant awards for infrastructure projects. The table below describes the services that were provided to these clients.

KA Client	US DOT Grant Project	US DOT Project Description and Award Amount	Contract Fee
Charlotte, NC	2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant - Charlotte	The Charlotte Area Transportation System in partnership with the City of Charlotte, NC., and WPTP Brevard Holdings, LLC (collectively The Partnership)	\$12,000

	Multimodal Transit Hub	has requested \$25,000,000 in US DOT RAISE grant funding to construct the Charlotte Multimodal Transit Hub which will replace the outdated Charlotte Transportation Center to better connect to the LYNX Blue Line (Blue Line), the CityLYNX Gold Line (Gold Line), and local and regional bus service. KA prepared the Benefit Cost Analysis report and consulted on the preparation of the grant application.	
Port St. Lucie, FL	2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant - Tradition Economic Mobility Pathway Opportunity (TEMPO) application	The City of Port St. Lucie, in partnership with Mattamy Homes, is requesting RAISE grant funding to reconstruct a multi-modal trail system that will connect to four of the six City approved Development of Regional Impact project areas that encompass 3,606 acres of land. The project incorporates the use of Autonomous Vehicle (AV) Shuttles that will travel along the TEMPO multi-modal path.	\$12,000
Virgin Islands Port Authority	2020 Port Infrastructure Development Grant - Crown Bay Terminal Improvements Project	\$21,869,260 – KA prepared the Benefit Cost Analysis report for the Crown Bay Terminal Improvements Project. This funding will support the reconstruction and modernization of cargo handling and storage infrastructure at the Crown Bay Terminal. The project includes bulkhead rehabilitation, concrete apron restoration,	\$12,000

		reconstruction of three cargo storage areas: and security improvements including lighting, fencing and fire protection. The project will facilitate more efficient cargo movement both into and out of St. Thomas.	
Lexington, NC	US DOT 2020 BUILD Grant – Lexington Train Station	\$24,960,534 – KA prepared the Benefit Cost Analysis report for Lexington Train Station, and provided grant advocacy before Members of Congress, US DOT and White House appointed officials. The project constructs a multimodal passenger rail and bus station in Lexington’s Depot District, replaces the 7th Avenue at-grade rail crossing with a grade-separated rail crossing at 5th Avenue, and makes track improvements between the two components.	\$11,500
Jacksonville Port Authority, FL	US DOT 2019 BUILD Grant - International Cargo Terminal Modernization Project	\$20,000,000 - KA prepared the Benefit Cost Analysis report for the International Cargo Terminal Modernization Project. The project will reconstruct and modernize approximately 100 acres of the SSA Marine cargo terminal on Blount Island across six phases. In addition to repaving, the project will improve stormwater management, install new lighting, signage, and other utilities. Repaving the container yard will restore the terminal to a state of good repair, with long-term maintenance supported by port-generated revenues.	\$12,000

Port of New Orleans, LA	US DOT 2018 America's Marine Highway Grant - Port of New Orleans, LA - Container on Barge Project	\$2,500,000 - KA prepared the Benefit Cost Analysis and grant application narrative report for the Port of New Orleans and SEACOR AMH for the Port of New Orleans, LA - Container on Barge Project. The grant will support the current container-on-barge shuttle service operated by SEACOR AMH between New Orleans, Baton Rouge and Memphis. Funds will be used to purchase marine terminal handling equipment for efficient loading and unloading of container-on-barge operations in New Orleans.	\$12,000
Mooreville, NC	2019 US DOT BUILD Grant - Silicon Shores East-West Connector Road Project	\$13,600,000 - KA was tasked by the Town of Mooreville to prepare the BUILD grant narrative, Statement of Work, and Benefit Cost Analysis for the Silicon Shores East-West Connector Road Project. KA also prepared a NEPA Environmental Assessment and Phase I Environmental Site Assessment. The project will construct three connector roads near I-77, including: approximately 4,300 linear feet of four-lane divided highway (the "East West Connector"), approximately 2,368 linear feet of three-lane divided highway (the "RL West Connector"), and approximately 2,298 linear feet of three-lane divided highway (the "Transco Connector"). This project will improve driver safety by adding a fully signalized intersection	\$70,000

		that will prevent dangerous U-turns, diverting traffic away from a skewed at-grade rail crossing to a new crossing, and enabling some existing crossings to close or consolidate. The project will better accommodate planned future growth in the area and improve network efficiency. The project is expected improve traffic flow, which would lessen congestion-related emissions. Bicycle lanes will be incorporated into the new roadway as well. The project is a collaboration of the town, the State, private developers, non-projects, local business, and others.	
Mooreville, NC	2019 US DOT CRISI Grant - Mazeppa Road Flyover Rail Crossing Project	\$4,487,500 – KA was tasked by the Town of Mooreville to prepare the CRISI grant narrative, Statement of Work, Benefit Cost Analysis, and to prepare a NEPA Environmental Assessment and Phase I Environmental Site Assessment. The Mazeppa Road Flyover Rail Crossing Project is a highway-rail grade separation project will eliminate the at-grade rail crossing and build a four-lane bridge for vehicular traffic at the intersection of Mazeppa/Connector Road and North Carolina State Highway NC-115 with Norfolk Southern Railway in Mooreville.	\$70,000

Cumberland CID, GA	2019 INFRA Grant – Akers Mill Ramp Phase II Project	\$5,000,000 – KA was tasked by Cumberland CID to prepare the grant application narrative and to provide grant advocacy before Members of Congress, US DOT and White House appointed officials for the Akers Mill Ramp Phase II Project. The Akers Mill Ramp is a 24-foot-wide reversible ramp that will provide an additional direct access to/from the I-75 Northwest Express Lane System. The project is in Cobb County, GA and will continue to substantially improve regional mobility and provide travel time savings.	\$20,000
Huntsville, AL	2019 CRISI Grant – Old Highway 20 Grade Separation Project	\$8,000,000 - KA was tasked by the City of Huntsville to prepare the CRISI grant narrative, Statement of Work, Benefit Cost Analysis, and to prepare a NEPA Environmental Assessment and Phase I Environmental Site Assessment for the Old Highway 20 Grade Separation Project. Old Highway 20 will be expanded from two lanes to four lanes on the southern border of the new Toyota-Mazda Automotive Assembly Plant that is currently under construction. The highway improvements include an overpass over the Norfolk Southern railway and expansion of the rail system to meet the needs of the automotive assembly plant. Following grant award, KA was subsequently tasked with providing contract	\$85,000



		negotiation support with US DOT to implement the project.	
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Category	Program Name	Agency Name
Broadband	Middle Mile Grants Program	Department of Commerce
Broadband	State Digital Equity Capacity Grant	Department of Commerce
Clean Energy and Power	Energy Efficiency and Conservation	Department of Energy
Environmental Remediation	Brownfields Categorical Grants	Environmental Protection Agency
Environmental Remediation	Brownfields Projects	Environmental Protection Agency
Passenger and Freight Rail	Consolidated Rail Infrastructure and	Department of Transportation
Passenger and Freight Rail	Railroad Crossing Elimination Prog	Department of Transportation
Public Transportation	Bus and Bus Facilities Competitive	Department of Transportation
Public Transportation	Bus and Bus Facilities Formula Gra	Department of Transportation
Public Transportation	Formula Grants for Rural Areas	Department of Transportation
Public Transportation	Strengthening Mobility and Revolu	Department of Transportation
Resilience	Building Resilient Infrastructure and	Department of Homeland Security—Fe
Resilience	Flood Mitigation Assistance Grants	Department of Homeland Security—Fe
Resilience	Volunteer Fire Assistance	Department of Agriculture
Roads, Bridges and Major Projects	Grants for Planning, Feasibility And	Department of Transportation
Roads, Bridges and Major Projects	Local and Regional Project Assistan	Department of Transportation
Roads, Bridges and Major Projects	National Culvert Removal, Replace	Department of Transportation
Roads, Bridges and Major Projects	National Infrastructure Project Ass	Department of Transportation
Roads, Bridges and Major Projects	Nationally Significant Freight & Hi	Department of Transportation
Roads, Bridges and Major Projects	Reconnecting Communities Pilot P	Department of Transportation
Roads, Bridges and Major Projects	Rural Surface Transportation Gran	Department of Transportation
Resilience	Carbon Reduction Program	Department of Transportation
Water	Clean Water State Revolving Fund	Environmental Protection Agency
Water	Clean Water State Revolving Fund-	Environmental Protection Agency
Water	Drinking Water State Revolving Fu	Environmental Protection Agency
Water	Drinking Water State Revolving Fu	Environmental Protection Agency
Water	Drinking Water State Revolving Fu	Environmental Protection Agency
Water	Water & Groundwater Storage, And	Department of the Interior
Water	Water Recycling	Department of the Interior
Water	WaterSMART Grants	Department of the Interior

Bureau Name	Funding Amount	Funding Amount	Period of Availability
National Telecommunications and Information Administration	\$1,000,000,000		Fiscal Years 2022-2026
National Telecommunications and Information Administration	\$1,440,000,000		Available until expended
Energy Efficiency and Renewable Energy Administration	\$550,000,000		Available until expended
State and Tribal Assistance Grants	\$300,000,000		Available until expended
State and Tribal Assistance Grants	\$1,200,000,000		Available until expended
Federal Railroad Administration	\$5,000,000,000		Available until expended
Federal Railroad Administration	\$3,000,000,000		Available until expended
Federal Transit Administration	\$1,966,392,169		Year of Allocation plus three years
Federal Transit Administration	\$3,161,294,400		Year of Apportionment plus three years
Federal Transit Administration	\$4,109,463,374	Approximately \$5 billion	Year of Apportionment + 2 years
Office of the Secretary	\$500,000,000		Available until expended
Disaster Relief Fund	\$1,000,000,000		Available until expended
National Flood Insurance Fund	\$3,500,000,000		Available until expended
Forest Service	\$20,000,000		Each annual \$4 million tranche
Federal Highway Administration	\$100,000,000		4 year
Office of the Secretary	\$7,500,000,000		4 year
Office of the Secretary	\$1,000,000,000		Available until expended
Office of the Secretary	\$5,000,000,000		Available until expended
Federal Highway Administration	\$7,250,000,000		4 year
Federal Highway Administration	\$1,000,000,000		Available until expended
Federal Highway Administration	\$1,000,000,000		4 year
Federal Highway Administration	\$6,419,999,998		4 year
State and Tribal Assistance Grants	\$11,713,000,000		Available until expended
State and Tribal Assistance Grants	\$1,000,000,000		Available until expended
State and Tribal Assistance Grants	\$11,713,000,000		Available until expended
State and Tribal Assistance Grants	\$4,000,000,000		Available until expended
State and Tribal Assistance Grants	\$15,000,000,000		Available until expended
Bureau of Reclamation	\$1,150,000,000		Available until expended
Bureau of Reclamation	\$1,000,000,000		Available until expended
Bureau of Reclamation	\$400,000,000		Available until expended

Funding Mechanism	New Program (Yes/No)	Recipients
Grant	Yes	States, Counties, Cities/Townships and Tribes
Grant	Yes	States, Territories, District of Columbia
Block and Competitive Grants	Yes	State/Local Government/Tribes
Cooperative Agreement	No	States, Tribal Governments (Federally Recognized)
Cooperative Agreement	No	States, Counties, Cities/Townships, Tribes
Competitive Grant	No	-States, including the District of Columbia
Competitive Grant	Yes	-States, including the District of Columbia
Competitive Grant	No	States, Counties, Cities / Townships, Special Districts
Formula Grant	No	States, Counties, Cities / Townships, Special Districts
Formula Grant	No	States, Counties, Cities / Townships, Special Districts
Competitive Grant	Yes	(A) A State; (B) a political subdivision of a State
Grant	No	States, local, Tribal, and territorial governments
Grant	No	States, local, Tribal, territorial governments
Grant, Financial Assistance, Technical Assistance	No	Community And State. National Association of State and Local Health Officials
Competitive Grant	Yes	State, Metropolitan Planning Organization
Competitive Grant	No	(A) A State; (B) the District of Columbia
Competitive Grant	Yes	(1) A State; (2) a unit of local government
Competitive Grant	Yes	(A) A State or a group of States; (B) a metropolitan area
Competitive Grant	No	(A) A State or a group of States.(B) A metropolitan area
Competitive Grant	Yes	Owner of an eligible facility (may partner with State)
Competitive Grant	Yes	State, Regional transportation planning organization
Formula Grant	Yes	States (including District of Columbia)
Loans and Grants	No	States initially receive funding, then project recipients
Grant	No	States initially receive funding, then project recipients
Loans and Grants	No	States initially receive funding, then project recipients
Grant	No	States initially receive funding, then project recipients
Loans and Grants	No	States initially receive funding, then project recipients
Project Funding/FA/etc.	No, however, the project is not a new program	State, Local
Grant, Financial Assistance	No, however, the project is not a new program	Open
Grant	No	Open - meet criteria for Grant Opportunity

Program Description	Eligible Uses
Establishes and funds a \$1 billion program for the construction of broadband infrastructure	Broadband infrastructure deployment (e.g. construction)
As part of the Digital Equity Act programs, \$2.75 billion was allocated to assist states, local governments, and Tribes to reduce energy consumption	Planning (e.g. feasibility), broadband adoption, and energy efficiency
To assist states, local governments, and Tribes to reduce energy consumption	(1) Development and implementation of energy efficiency measures
Unlike many Environmental Protection Agency cleanup programs, the Environmental Protection Agency's Brownfields Program provides capital funding to replace, rehabilitate, purchase, or demolish contaminated property	Eligible activities include, but are not limited to: (1) Development and implementation of energy efficiency measures
To fund projects that improve the safety, efficiency, and reliability of the nation's transportation system	Eligible projects include a wide range of transportation projects
To provide funds for the mitigation or elimination of hazardous waste	(1) Grade separation or closure, including reconstruction of existing grade-separated crossings
Provides capital funding to replace, rehabilitate, purchase, or demolish contaminated property	Capital funding for purposes described above
Provides capital funding to replace, rehabilitate, purchase, or demolish contaminated property	Capital funding for purposes described above
To improve, initiate, or continue public transportation services	Planning, Capital, Operating Assistance
The Office of the Secretary's Strengthening Mobility and Revenue Programs	In general, a Strengthening Mobility and Revenue Program
The Building Resilient Infrastructure and Communities program	Federal Emergency Management Agency
The Flood Mitigation Assistance program makes federal funds available to states, local governments, and Tribes	These grants are focused on projects that reduce the risk of loss of life and property by reducing the vulnerability of communities to future flood hazards
The Volunteer Fire Assistance program focuses on increasing the capacity of volunteer fire departments	Excess personal property used by State and local governments
The Bridge Investment Program will support projects to improve the safety, efficiency, and reliability of the nation's transportation system	Projects to replace, rehabilitate, preserve, or construct bridges
The RAISE program provides supplemental funding for grant projects that improve the safety, efficiency, and reliability of the nation's transportation system	Projects eligible under RAISE include—a list of eligible projects
The Office of the Secretary's National Culvert Removal, Replacement, and Repair Program	Establish an annual competitive grant program
The National Infrastructure Project Assistance Program will provide supplemental funding for grant projects that improve the safety, efficiency, and reliability of the nation's transportation system	Projects eligible under the Megaprojects program
The Nationally Significant Freight & Highway Projects program	Projects that improve safety, generate economic development, and improve the environment
Reconnecting Communities Pilot Program will restore communities that have been disconnected by highways	Grants (≥\$5M) for capital construction projects
Rural Surface Transportation Grant Program will support projects to improve the safety, efficiency, and reliability of the nation's transportation system	Highway, bridge, or tunnel projects eligible for funding
The Carbon Reduction Program will provide formula grants to states to reduce greenhouse gas emissions	States may use Carbon Reduction Program funds for a variety of purposes
The Clean Water State Revolving Fund program is a federal program that provides states with revolving loans to fund water quality improvement projects	Capitalization grants are available to each state
Clean Water State Revolving Fund funding as described in the program	States apply for a capitalization grant with a request for funding
The Drinking Water State Revolving Fund is a financial assistance program that provides states with revolving loans to fund drinking water supply and treatment projects	Capitalization grants are available to each state
Drinking Water State Revolving Fund funding as described in the program	States apply for a capitalization grant with a request for funding
Drinking Water State Revolving Fund funding as described in the program	States receive a capitalization grant with a request for funding
Water Storage, Groundwater Storage, and Conveyance projects	Construction and grants
Projects that reclaim and/or reuse municipal, industrial, and agricultural water	Establishment of the Soil Moisture and Salinity Program
This funding will be used for competitive grants through Water Infrastructure and Reclamation	Grant projects that support water management

Next Program Milestone
Estimated application opening date, 2nd quarter 2022.
Estimated application opening date; TBD
The first funding opportunity is expected for release in the Fall of 2022.
Estimated 3rd quarter 2022.
Additional competitive funding opportunities will be announced this Fall.
Finalize selections from Fiscal Year 21 Notice of Funding Opportunity, targeting spring 2022 for announcement. Estimated released date of Fiscal Year 22 funds is TBD
A Notice of Funding Opportunity for the Fiscal Year 2022 grant program is expected to be published in the first quarter.
Formula funds are apportioned to states and urbanized areas after appropriations are received.
Formula funds are apportioned to states and urbanized areas after appropriations are received.
A Notice of Funding Opportunity is expected in the second or third quarter of 2022.
Applications for Fiscal Year 2022 are expected to open no later than September 30th, 2022.
Applications for Fiscal Year 2022 are expected to open no later than September 30th, 2022
Estimated application opening date, 2nd quarter 2022.
TBD
Applications will open in the first quarter of 2022.
TBD
February 2022 Selection criteria for the program will be posted on the Department of Transportation website in February.
Applications will open in the first quarter of 2022. Learn more about how to apply here .
Department will issue Notice of Funding Opportunity on Grants.gov on a yet to be determined date.
TBD
First round of funds apportioned in December 2021. However, funding not distributed due to the continuing resolution.
Applicants apply through their State Revolving Fund programs. State deadlines vary.
There is no state match required. The states provide loans with principal forgiveness or grants to fund clean water infrastructure.
Applicants apply through their State Revolving Fund program. State deadlines vary.
Applicants apply through their State Revolving Fund program. State deadlines vary.
Applicants apply through their State Revolving Fund program. State deadlines vary.
Program feasibility guidelines published January 14, 2022 per statute; Application period expected calendar 2022.
Funding opportunities posted January 14, 2022 to grants.gov, closes March 15, 2022, additional program criteria for
Estimated application opening dates in March, April and May of 2022 for three distinct opportunities under this authority.

imated released date of Fiscal Year 22 funds is TBD

ter of 2022.

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ion.

icture projects to address emerging contaminants, including PFAS. Further information will be forthcoming.

large projects to follow during 2022.

hority



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Shannon McKnight, Human Resource Manager

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:XX No:	Yes:XX No:	100.605 34%
		100.610 33%
		100.529 33%

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to approve the job description and wage scale for the Development Services Coordinator.

AGENDA ITEM BRIEF:

The new position was approved by council through the development review process. The job description and the wage scale are being brought back for final approval from the council. The union has given its approval for the job description and wage scale.

RECOMMENDED MOTION:

"I move to approve the job description and wage scale for the Development Services Coordinator"

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:

Pursuant to FMC 1.05.04(B), the City Manager shall submit personnel decisions regarding the creation of new positions, reclassifications of any positions...to the City Council for its action. Fernley Personnel Manual Section 4.1.1 states, "The City of Fernley will develop and maintain a classification plan for all positions....Each class is defined in a class specification/job description will include: title, definition and/or distinguishing characteristics, essential functions; qualifications for employment including knowledge, ability, experience and/or training required to perform the job, physical and mental requirements and working conditions, and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

LEGAL 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).

FINANCIAL IMPLICATIONS:**ATTACHMENTS:**

1. 2022.02 DRAFT Development Services Coordinator
2. 2021.2022 Salary Scale

CITY OF FERNLEY

Development Services Coordinator

Approved:
FLSA status: Non-exempt

Updated:
Pay Grade: 310

DEFINITION

The Development Services Coordinator works under the Deputy City Manager. The purpose of the position is to coordinate development services between appropriate staff and external customers with a focus on the overall process and procedures, and technology maintenance and training.

ESSENTIAL FUNCTIONS *(Performance of these functions is the reason the job exists. Employee may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.)*

- Monitor and maintain computer applications and tracking systems; coordinate improvement and upkeep of information systems, databases, scanning and imaging systems.
- Leads, monitors, and coordinates daily operations of assigned area of development/permitting process, including establishing relevant procedures to implement defined strategies and policies.
- Coordinate and oversee the provision of efficient and effective service delivery to customers; handle difficult and complex customer service situations; identify and recommend opportunities for improving service delivery methods and procedures.
- Ensure timely processing of plans, permits and applications; coordinate the process of routing and tracking of plans to various departments and outside agencies for required reviews and clearances; perform follow-up phone calls to ensure timeliness of response from other departments and agencies.
- Provide case management of complex building construction applications; confer with project owners and design professionals regarding state and local code requirements and obtaining multi-agency application approvals.
- Monitor and coordinate plan approvals with internal departments and outside agencies including Building, Planning, Engineering, Public Works, Police, Fire, County and State.
- Develops and maintains training materials, Standard Operating Procedures, literature, publications, documents, and flow charts for internal and external use. Develops and maintains appropriate development/permitting processes and information on city website.
- Provides regular and routine instruction to development/permitting team on digital program training, policies and procedures. Conducts in service education of staff and others to assure consistency in development/permitting process.
- Confer with and advises member of the general public, property owners, architects, engineers, developers, consultants, and others regarding development policies, procedures and standards.
- Attend and participate in professional group meetings; stay abreast of new trends, innovations and laws affecting the building plan submittal and approval process.
- Set up and maintain digital tracking system of applications and permits; train appropriate staff to use system and coordinate tracking between internal and external users.
- Follow up with internal and external users of the digital tracking system to ensure that all departments are using the product in an efficient and timely manner.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge of:

- Principles and practices of front counter coordination for assigned work unit.
- Building-related codes and ordinances enforced by the city, including the International Code Council (ICC) building, electrical, plumbing, and mechanical codes.
- Methods and practices of all phases of commercial and residential construction.
- Methods and techniques of technical research.
- Pertinent federal, state, and local laws, codes and regulations.
- Basic administrative maintenance of current software.
- Modern office procedures.
- English usage, spelling, grammar, and punctuation.
- Principles and procedures of record keeping.
- Effective oral and written communication methods and skills.

Ability to:

- Coordinate front counter operations and activities for assigned work unit.
- Provide training to staff
- Respond to and resolve difficult and complex complaints, requests, and inquiries from the general public.
- Read and interpret building plans and specifications.
- Interpret and apply building codes and regulations.
- Compile statistics and prepare reports and spreadsheets.
- Explain building or regulatory codes to the public, both verbally and in writing.
- Conduct technical research.
- Identify problems and recommend solutions.
- Implement new and updated programs and procedures.
- Oversee multiple projects, tasks, and priorities to achieve desired goal.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and related software applications.
- Maintain accurate electronic and manual records, logs, and databases.
- Prepare clear and concise reports and correspondence.
- Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

- Equivalent to a bachelor's degree from an accredited college or university with major course work in civil engineering, code compliance, planning, architecture, construction management or a related field
OR
- Four years of increasingly responsible experience in community development permitting. Previous related public counter experience is desirable.

LICENSE OR CERTIFICATE

- Possession of, or ability obtain within one year from date of hire, an International Code Council (ICC) Permit Technician Certificate.
- Must possess a valid Nevada driver's license or have other means of transportation.

PHYSICAL DEMANDS *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.)*

Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper, reference, and other materials weighing up to twenty-five pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand, walk, and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORKING CONDITIONS

Work is primarily performed indoors with generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with upset and potentially angry or frustrated individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

The job description does not constitute an employment agreement between the city and employee. It is subject to change at any time by the city at its sole discretion.

I have read and understand this explanation and job description.

Signature: _____ Print name: _____

Date: _____

City of Fernley Appendix A												
Wage Scale - July 1, 2021												
2% scale increase from 20/21 - 21/22												
	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
Accounting Technician (Payroll)	301	21.97	22.41	24.33	26.25	28.17	30.09	32.01	31.39	46611.09	66587.26	
Administrative Specialist I	101	16.29	16.61	18.04	19.46	20.88	22.31	23.73	23.27	34553.10	49361.57	
Administrative Specialist II	102	17.85	18.21	19.77	21.33	22.89	24.45	26.01	25.50	37870.56	54100.80	
Administrative Specialist III	103/601	19.34	19.72	21.41	23.10	24.79	26.48	28.17	27.62	41021.39	58601.99	
Animal Control I	201	18.20	18.56	20.16	21.75	23.34	24.93	26.52	26.00	38612.82	55161.18	
Animal Control II	202	19.61	20.01	21.72	23.44	25.15	26.87	28.58	28.02	41612.17	59445.96	
Assistant Planner	302	21.96	22.39	24.31	26.23	28.15	30.07	31.99	31.37	46580.79	66543.98	
Associate Engineer	303	28.12	28.69	31.15	33.60	36.06	38.52	40.98	40.18	59668.85	85241.22	
Associate Planner	309	23.26	23.74	25.78	27.81	29.85	31.88	33.92	33.25	49383.21	70547.44	
Building Inspector I	304	17.41	17.76	19.28	20.80	22.32	23.84	25.36	24.87	36931.37	52759.10	
Building Inspector II	305	20.40	20.81	22.59	24.37	26.16	27.94	29.72	29.14	43278.48	61826.39	
Building Inspector III	306	23.83	24.30	26.39	28.47	30.55	32.64	34.72	34.04	50549.62	72213.75	
Deputy City Clerk	501	21.54	21.97	23.86	25.74	27.62	29.51	31.39	30.77	45702.19	65288.85	
Development Services Coordinator	310	22.39	24.31	26.23	28.15	30.07	31.99	33.91		46580.79	66543.98	
Fleet Foreman	401	27.31	27.86	30.24	32.63	35.02	37.41	39.80	39.02	57941.96	82774.22	
Facilities Foreman	402	23.24	23.71	25.74	27.77	29.80	31.83	33.87	33.20	49307.47	70439.24	
GIS Technician I	307	18.59	18.96	20.58	22.21	23.83	25.46	27.08	26.55	39430.83	56329.75	
GIS Technician II	308	20.00	20.40	22.15	23.90	25.64	27.39	29.14	28.57	42430.18	60614.54	
IT Specialist	502	24.25	24.73	26.85	28.97	31.09	33.21	35.33	34.64	51443.37	73490.53	
Maintenance Worker I	203	15.42	15.73	17.08	18.43	19.78	21.12	22.47	22.03	32720.16	46743.09	
Maintenance Worker II	204	18.51	18.88	20.50	22.11	23.73	25.35	26.97	26.44	39264.20	56091.71	
Mechanic	205	21.98	22.42	24.35	26.27	28.19	30.11	32.03	31.41	46641.38	66630.55	
Parks Foreman	403	21.58	22.02	23.90	25.79	27.68	29.56	31.45	30.83	45793.08	65418.69	
Permit Technician	104	18.94	19.32	20.98	22.63	24.29	25.95	27.60	27.06	40188.24	57411.77	
Senior Maintenance Worker	206	21.11	21.54	23.38	25.23	27.07	28.92	30.76	30.16	44793.30	63990.43	
Street Foreman	404	25.48	25.99	28.21	30.44	32.67	34.89	37.12	36.39	54048.86	77212.66	
Utility Operator	207	20.41	20.82	22.61	24.39	26.18	27.96	29.75	29.16	43308.77	61869.67	
Shift Operator	208	21.44	21.87	23.74	25.62	27.49	29.37	31.24	30.63	45490.12	64985.88	
Lead Operator	209	22.86	23.32	25.32	27.32	29.32	31.31	33.31	32.66	48504.61	69292.30	
Wastewater Foreman	405	25.48	25.99	28.21	30.44	32.67	34.89	37.12	36.39	54048.86	77212.66	
Water Distribution Foreman	406	25.48	25.99	28.21	30.44	32.67	34.89	37.12	36.39	54048.86	77212.66	
Meter Technician	210	20.40	20.81	22.59	24.37	26.16	27.94	29.72	29.14	43278.48	61826.39	
Meter Technician/Backflow	211	22.51	22.96	24.93	26.90	28.87	30.84	32.80	32.16	47762.35	68231.93	
Utilities Manager	407	24.98	25.48	27.66	29.84	32.03	34.21	36.39	35.68	52988.49	75697.84	
Water Treatment Plant Chief	408	25.88	26.40	28.66	30.93	33.19	35.45	37.71	36.98	54912.31	78446.16	
Water Treatment Plant Supervisor	212	25.48	25.99	28.21	30.44	32.67	34.89	37.12	36.39	54048.86	77212.66	
Vector Control/Weed Abatement Technician	213	18.51	18.88	20.50	22.11	23.73	25.35	26.97	26.44	39264.20	56091.71	



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Jessica Dover

FINANCIAL IMPACT:

Yes: **X** No:

CURRENTLY BUDGETED:

Yes: **X** No:

FUND/ACCOUNT:

100-475-320

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve Amendment No. 1 to the existing AECOM Technical Services, Inc. (AECOM) Contract for Engineering Services, for the Gustafson Bridge Structural Assessment Project, in an amount not to exceed \$37,283.50.

AGENDA ITEM BRIEF:

AECOM is the City's Engineering Design Consultant for the Gustafson Bridge Structural Assessment Project; effective date of Contract November 04, 2020. As identified per the FY 21/22 City of Fernley (City) Budget, additional Scope and Fee associated with compilation of a Preliminary Engineering Report (PER) has been evaluated by Staff and approved by Council for inclusion in the Project (see Project Summary Section, below). As a result, AECOM is requesting that the City consider formal changes to Project Scope, Fee, Schedule and Team, to be incorporated into the existing Contract for Engineering services via Amendment No. 1.

RECOMMENDED MOTION:

"I move to Approve Amendment No. 1 to the existing AECOM Technical Services, Inc. (AECOM) Contract for Engineering Services, for the Gustafson Bridge Structural Assessment Project, in an amount not to exceed \$37,283.50."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. City Council may approve Amendment No. 1 to the AECOM Contract for Engineering Services, originally awarded November 04, 2020
2. City Council may reject proposed Amendment No. 1 and provide additional direction to the City Manager

BACKGROUND:Gustafson Bridge - Background

The Gustafson Bridge spans the Truckee Canal and was built by private parties (Fernley Highlands Development), at about the time of the approval of the August 11, 1994 USBR Consent Document, Contract No. 4-07-20-L6271. The bridge was subsequently dedicated to and accepted by Lyon County at the October 17, 1996 Lyon County Board of Commissioners Meeting. The bridge operates as a public Right-of-Way and is maintained by the City of Fernley (City). The Truckee Canal is owned by the United States Bureau of Reclamation (USBR) and managed by the Truckee-Carson Irrigation District (TCID). Near the Gustafson Bridge structure, there is an existing TCID easement that extends 100 feet from the centerline of the canal, to the adjacent property in the north and south direction, (for a total easement width of 200 feet). An existing 60-foot wide access easement, granted by the private property owner, extends to the south of the bridge. The north approach to the bridge is accessed from NDOT Right-of-Way, SR 828 (Farm District RD).

Gustafson Bridge Improvements - Supporting Information

The City of Fernley's Transportation Master Plan (TMP), adopted by Fernley City Council July 01, 2020 through Resolution #20-014, was prepared to reflect the City's growth, changing trends in transportation and the surrounding area, and the corresponding existing and future transportation needs in Fernley. The plan considers various aspects of the City's transportation network including roadways, parking, transit, bicycle, and pedestrian facilities.

Section 3.5.2.3 of the TMP states, "The Truckee Canal runs east to west in the city, south of the commercial core. The canal divides downtown Fernley from current and proposed residential areas in the south of the city and is a barrier between Fernley High School and the denser residential areas in the core of the city. The main canal crossing is at US 50A/US 95A. There are three additional unpaved crossings at Clearwater Parkway, Gustafson Road, and Desert Shadows Lane/SR 828/Old Reno Highway." (Page 37).

Section 3.5.3.2 (Page 39), *Surface Improvements*, indicates Gustafson Road should be paved to provide a reliable eastern connection between Desert Shadows LN and SR 828. This Network Connectivity Recommendation is included in Figure 13 (Page 41) and Table 12 (Page 60).

For reference, Appendix N, Planning-Level Cost Estimate Details, includes planning-level cost estimates

associated with potential future projects. Desert Shadows Improvements (Table 10, Page 53), included in the 10-Year Planning Horizon, is one (1) of ten (10) estimates presented in Appendix N. Phase 3 is the connection of Gustafson to SR 828.

PROJECT SUMMARY:

During FY 20/21, the City entered into a Contract for Engineering Services with AECOM Technical Services, Inc. for the *Gustafson Bridge Structural Assessment Project*, to evaluate improvements to and maintenance of the Gustafson Bridge.

Amendment No. 1 to AECOM's Engineering Services Contract will authorize Work that will allow AECOM to develop a Preliminary Engineering Report (PER), that includes discussion regarding pertinent bridge information and condition along with options for repair/replacement of the existing structure. Planning level cost estimates associated with each option will be included in the final PER. Requirements for USBR coordination and permitting, along with potential Right-of-Way (RoW) impacts resulting from various repair/replace alternatives, will be considered and included in the FY 21/22 Preliminary Engineering Report. AECOM and City Staff will coordinate with NDOT to inquire about potential funding opportunities should the final PER recommendations result in replacement of the structure. Relevant State and Federal planning reports will also be reviewed to identify potential funding sources and program eligibility requirements and/or limitations, such as the Federal Highway Bridge Program.

The final PER is anticipated to be complete by the end of FY 21/22.

Amendment No. 1 to the City of Fernley Standard Contract for Engineering Service, includes the following additional Scope Items:

- Task 5.0 - Develop Preliminary Engineering Report (PER)
- Task 6.0 - Coordination with NDOT
- Task 7.0 - Discussion of USBR Coordination and Permitting Requirements
- Task 8.0 - Discussion of Potential RoW Impacts to the Project
- Task 9.0 - Project Funding Assessment and Recommendations

Amendment No. 1 to the City of Fernley Standard Contract for Engineering Service, includes the following Scope and Fee modifications and augmentation:

- Task 1.0 – Project Management
 - A portion of this Task has been expended; additional funds are being requested to accommodate Work associated with compilation of the PER
 - Scope/Fee previously approved for Project Management work was not assigned to a Task; Amendment No. 1 will modify the Scope/Fee to reflect Project Management Work as Task 1
- Task 2.0 – Review the Current NDOT Bridge Inspection Report
 - A portion of this Task has been expended; additional funds are being requested to complete review of the current NDOT Bridge Inspection Report, issued by NDOT subsequent to FY 20/21
 - Scope/Fee previously approved included review of NDOT Bridge Inspection Report as Task 1.0; Amendment No. 1 will modify the Scope/Fee to reflect this Work as Task 2
- Task 3.0 – Structural Assessment
 - This work was originally approved under Task 2.0 – Structural Assessment Memorandum.

While Staff believes a site visit to conduct a visual inspection of the bridge is still necessary, a separate Structural Assessment Memorandum will no longer be required. Therefore, a portion of remaining funding for this Task has been re-allocated to the new Task 5.0. A portion of approved funding for this Task will remain to conduct a site visit and complete a visual inspection of the Gustafson structure; findings from the assessment will be included in the final PER.

- This Task has been renamed to Task 3.0 – Structural Assessment
- Task 4.0 – On-call Services (OPTIONAL)
 - This Task has not yet been authorized, nor expended to date; no additional Contract Contingency budget is being requested as part of Amendment No. 1
 - This task has been re-named from Task 3.0 to Task 4.0

Amendment No. 1 to the City of Fernley Standard Contract for Engineering Service, includes the following Contract modifications:

- Engineering Services Contract, Paragraph 3, *Contract Term*, indicates an effective Contract date of November 04, 2020 and a termination date of June 30, 2021; Amendment No. 1 will extend the termination date of the Contract to accommodate Project completion.

LEGAL IMPLICATIONS:

Policy Reference

Nevada Statutes:

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

Other:

- City of Fernley Transportation Master Plan (TMP), Resolution #20-014

FINANCIAL IMPLICATIONS:

Project appropriations are included in the approved FY 2022 Budget as part of the Capital Improvement Plan:

- \$60,000 (100-475-320), Gustafson Bridge Improvements Preliminary Engineering (Page 167, 218, A-29)

Proposed Amendment No. 1 to the Existing Contract for Engineering Services, AECOM

Total Additional ENGR Services, Amendment No. 1: (Tasks 1-3 and 5-9) \$37,283.50

Total Additional: **\$37,283.50**

Existing Contracts, Gustafson Bridge Improvement Project

AECOM Standard Contract for ENGR Services	\$21,835
Total (E) Contracts (Including OPTIONAL Services):	\$21,835

Estimated Actuals to date, Gustafson Bridge Improvement Project

AECOM Standard Contract for ENGR Services	\$5,389
Total Actuals:	\$5,389

Projected Remaining Contract Balance, including Amendment No. 1

AECOM Standard Contract for ENGR Services	\$16,446.00
AECOM Amendment No. 1 to the Standard Contract for ENGR Services	\$37,283.50
Total Contract Balance (Including OPTIONAL Services):	\$53,729.50

ATTACHMENTS:

1. 2022.03.16 Amendment No. 1, final

AMENDMENT No. 1

**TO THE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FERNLEY AND AECOM TECHNICAL SERVICES, INC.**

This Amendment No. 1 to the Contract for Professional Engineering Services (“Contract”) between the City of Fernley (“City”) and AECOM Technical Services, Inc. (“Contractor”) is entered into this 16th day of March, 2022, by and between the City, and the Contractor; also referred to as “The Parties.”

On November 04th, 2020, the City and Contractor entered into a Contract for services related to the City of Fernley Gustafson Bridge Improvement Project. The parties hereby wish to:

- 1.) Amend the Scope of Work, Fee Schedule, Schedule of Services and Project Team as shown per Amendment No. 1 Attachments A, B, C and D, respectively, regarding modifications to the Scope of Work, Fee Schedule, Schedule of Services and Project Team, as originally included in the Contract; approved additional Project funding, not to exceed \$37,283.50.
- 2.) Extend the date of the Contract to June 30th, 2022.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment No. 1, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment No. 1, agrees to

be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED _____

AECOM Technical Services, Inc.

DATED: _____

Roy Edgington
Mayor, City of Fernley

Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Brandi Jensen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley



AECOM
City Hall Tower, 16th Floor
One East First Street
Reno, NV 89501
www.aecom.com

775.337.9565 tel

March 2, 2022

Ms. Jessica Dover, P.E.
Sr. Project Manager
City of Fernley Engineering Dept.
595 Silverlace Blvd.
Fernley, NV 89408

**Re: Gustafson Bridge Structural Assessment (PN: 2021.004.1)
Amendment No. 1 - Professional Engineering Services**

Dear Jessica:

AECOM Technical Services, Inc. ("AECOM") is pleased to provide the City of Fernley ("City") this Amendment No. 1 to the original Contract for Professional Engineering Services, dated November 4, 2020, related to the Gustafson Bridge Structural Assessment.

Supplemental work consists of the addition of the activities associated with completion of the Preliminary Engineering Report [PER]. Tasks 1.0 through 4.0 have been revised to reflect work performed to date and Task 5.0 to Task 9.0 are added as described in this Amendment to Attachment A - Scope of Services of the original contract as follows:

Scope of Work

AECOM will perform the following tasks to complete and submit the FY 21/22 PER to the City of Fernley:

Task 1: Project Management

The Project Management function described in the original contract is renamed here to Task 1.: Project management. Additional PM Services Scope/Fee are being requested to complete the PER.

The Project Manager will be the single point of contact for all technical and contractual issues, as well as be responsible for all aspects of project delivery including scope, schedule, budget, and quality control. Monthly meetings will be held virtually with the City's Project Manager (PM) to keep the PM informed of progress and solicit input on the project.

Invoices will be prepared monthly by AECOM and will include other direct costs (ODCs), staff hours, and billing rates broken down by personnel.

AECOM's Quality Management System is a formalized system that documents the structure, responsibilities, and procedures to ensure that quality work products and services are provided to the City. The Quality Management System complies with the International Organization for Standardization (ISO 9001) quality management standard.

Task 2.0 – Review the Current NDOT Bridge Inspection Report

AECOM will review the current NDOT bridge inspection report(s) and any other relevant information available from the agency. An additional NDOT inspection report has been issued and will now be reviewed as part of this task.

Task has been renamed from Task 1.0 to Task 2.0.

Deliverables: Documentation of the communication and any information resulting from discussion(s) with NDOT will be included in the PER and no separate deliverable is anticipated" - [Included Task 6.0]

Task 3.0 –Perform a Structural Assessment of The Bridge

Task Title revised from Task 2.0 Structural Assessment Memorandum, to Task 3.0 Perform a Structural Assessment of the Bridge; a separate Structural Assessment Memorandum will no longer be part of the Project

AECOM will visit the project site to perform a visual inspection of the condition of the existing structure and confirm measurements presented in the available documentation. Focus will be on components that are accessible without special equipment and due consideration for safety.

The inspection will use photographs to document the condition of key elements of the structure. Differences between the observed configuration/condition of the existing structure and the available documentation, such as as-built plans and reports, will be noted and included in the Preliminary Engineering Report. Particular attention will be paid to the fracture critical connections and related elements-

Deliverables: Documentation of the inspection and the information gathered, including photographs of the condition of key components will be included in the PER Memorandum and no separate deliverable is anticipated.

Task 4.0 – On-Call Services (Optional)

AECOM will provide additional services not detailed in other tasks. No work for this task shall commence without written approval from the City of Fernley. Task 4.0 may or may not be used at the sole discretion of the City of Fernley.

Amendment No. 1 modification, this Task has been renamed from Task 3.0 to Task 4.0; no other modifications this Task resulting from Amendment No. 1

Task 5.0 – Develop a Preliminary Engineering Report (PER)

Develop a Preliminary Engineering Report, including pertinent general bridge information, current structural condition, options for repair/replacement of the existing structure with the City's standards and requirements. At a minimum, the PER will address the following improvement alternatives:

- a. Option(s) associated with repairing deficiencies identified in the NDOT inspection reports for the structure along with recommendation(s) for continued service in its current configuration.
- b. Option(s) associated with widening to a minimum of (2) lanes
- c. Option(s) associated with widening to a minimum of (2) lanes and inclusion of ADA compliant ped/bike facilities

Planning level cost estimate associated with each feasible option will be included in the final PER.

The report will also include:

- Documentation of discussions with NDOT,
- Requirements for coordination with the USBR and permitting that may be required,
- Consideration of the potential right-of-way (R/W) impacts resulting from the various alternatives.
- Appendices with information used in compiling the PER

Assumptions:

- City will provide available R/W information to inform the discussion of potential impacts
- City will have the opportunity to provide one (1) set of review comments associated with the draft PER. AECOM will address comments received from the City and incorporate comments as applicable into a Final PER.

Deliverables: Draft PER – 1 electronic copy in .pdf format; Final PER – two (2) hard copies, One (1) electronic copy in .pdf format.

Task 6.0 – Coordination with NDOT

AECOM will review the February 4, 2020 and the February 3, 2021 NDOT bridge inspection reports [as part of Task 2.0] and will coordinate with the agency to access and review all other available information related to the subject structure. We will engage NDOT personnel in discussions regarding the various alternatives explored and discussed in the PER. NDOT's current construction cost database will be requested for use in preparation of the Opinions of Construction Cost included in the PER.

Deliverables: Documentation of the information received and the discussion(s) with NDOT will be included in the PER Memorandum and no separate deliverable is anticipated.

Task 7.0 –Discussion of USBR Coordination and Permitting Requirements

AECOM understands that United States Bureau of Reclamation (USBR) coordination is anticipated during the Engineering Design phase of the Project; therefore, the PER will briefly discuss USBR coordination and permitting requirements.

Deliverables: Discussion will be included in the PER Memorandum and no separate deliverable is anticipated.

Task 8.0 – Discussion of Potential R/W Impacts to the Project

AECOM will describe R/W activities that are anticipated to occur during the Engineering Design phase of this Project. The PER will briefly discuss potential R/W impacts due to implementation of the planned Project, along with high level cost estimates to mitigate these impacts.

R/W constraints will be considered to extend beyond the existing/new bridge footprint, with planning level opinion of cost for the tie-in to north and south approaches being evaluated and included as line item(s) in the cost estimates.

- The following options for grading/drainage/pavement design will be addressed during development of the PER:
 - North approach, Gustafson Bridge to SR 828
 - South approach, Gustafson Bridge to (approximately):
 - Existing cattle guard easement limit
 - Desert Shadows Ln
 - Limit of 60' wide easement offered for future dedication per PM 147512

Deliverables: Discussion will be included in the PER Memorandum and no separate deliverable is anticipated.

Task 9.0 – Project Funding Assessment and Recommendations

AECOM will liaise with NDOT and other public agency staff and review relevant state and federal planning reports to identify possible funding sources and program eligibility requirements and/or limitations. Funding sources that will be researched will include the Federal Highway Bridge Program, additional Federal discretionary programs, and State discretionary funding programs including incorporation into NDOT's Statewide Transportation Improvement Program. AECOM will provide a brief overview of the potential process for future project funding and next step recommendations for City staff.

Deliverables: The funding opportunity review and discussion of a funding strategy will be incorporated into the PER Memorandum and no separate deliverable is anticipated.

FEE SCHEDULE

AECOM proposes to furnish Engineering Services for the above-described work on a Time and

Materials not to exceed basis. The not to exceed additional amount requested per Amendment No. 1 is \$37,283.50, for a total approved Contract amount of \$59,118.50. The not to exceed amount is outlined in the Amendment to Attachment B Consideration – Fee Schedule.

Exclusions and Assumptions

The following items have not been incorporated within this proposal or are assumptions, which have been made during the preparation of this proposal:

- Access for inspection will not require special equipment. Rights to enter any property required to perform the inspection shall be provided by the City.
- Preliminary right of way information for the project limits under consideration to be provided by City.
- AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.
- Any opinion(s) of the construction cost prepared by AECOM represent its judgment as a design professional and is supplied for the general guidance of the City. AECOM has no control over the cost of labor and materials, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such options as compared to contractor bids or actual cost to the City.

Work outside the established SCOPE OF WORK can be performed on a time and materials basis in accordance with our current fee schedule which is attached and incorporated into this proposal.

Thank you for the opportunity to provide you with this proposal and should you have any further questions or comments, please do not hesitate to contact Thomas Guinn at 775-722-5095 (tom.guinn@aecom.com) or Thomas Barnard at 916-849-9789 (thomas.barnard@aecom.com).

Sincerely,



Thomas Guinn, P.E.
Project Manager



Thomas R. Barnard, P.E.
Vice President

Enclosures: Amendment to Attachment B Consideration – Fee Schedule
 Amendment to Attachment C Schedule of Services
 Amendment to Attachment D Project Team

Gustafson Bridge Structural Assessment, (PN: 2021.004.1)

Professional Engineering Services

Amendment to Attachment B

Consideration - Fee Schedule



Date	Activity Description	3/2/2022	PM Tom Guinn, PE	QA/QC Safety	Structures Lead Tom Barnard, PE	Senior Bridge Engr	Civil Engineer/ Senior CADD Tech	Senior Economist Lincoln James	PA / Admin Support	ODCs	Amendment NO. 1 Total	ORIGINAL CONTRACT REMAINING FUNDS
	Billing Rate ==>											
1.0	Project Mgmt/Admin									1		
	Project Admin/Reporting/Invoicing [Assumes 2 mo]		2								\$ 644.50	
	Prepare Project Work Plan/ QA/QC Plan/ Safety Plan		1	1	1	2			1		\$ 1,404.50	
	Meetings		2		2	2					\$ 1,625.00	
	Subtotal Hours		5	1.00	3	4	0	0	2			
	Subtotal Cost		\$1,323	\$250	\$965	\$906	\$0	\$0	\$231	\$ -	\$ 3,674.00	\$ 531.00
2.0	Review NDOT Bridge Inspection Report											
3.0	Structural Assessment				4	4					\$ 2,192.00	\$ 1,680.00
3.a	Site visit and Visual Inspection of Bridge									231	\$ 231.00	\$ 3,760.00
3.b	Compare typical section, details, etc. with existing information										\$ -	
3.c	Submit Draft Memorandum to City for Review/Comment										\$ -	
3.d	Incorporate Comments/ Prepare Final Memorandum										\$ -	
3.e	QA/QC of Final Report										\$ -	
3.f	Submit Final Report to City										\$ -	
3.g	ODC										\$ -	
4.0	Oncall Services (Optional)										\$ -	\$ 2,000.00
5.0	Develop Preliminary Engineering Report (PER)											
5.a	Option(s) for repairs/sustaining service of existing configuration				2	2	4				\$ 1,636.00	
5.b	Option(s) associated with widening to 2 lanes				2	2	4	6			\$ 2,359.00	
5.c	Option(s) associated with widening to 2 lanes + ADA ped/bike				2	10	12				\$ 4,528.00	
5.d	Prepare PER				6	8	8		6		\$ 5,484.00	\$ 8,475.00
5.d.1	Submit Draft PER to City for Review/Comment			1	1	1	2				\$ 1,068.00	
5.d.2	Incorporate Comments/ Prepare Final Report		1		1	4			2		\$ 1,723.00	
5.d.3	QA/QC of Final Report			2	1	1					\$ 1,048.00	
5.d.4	Submit Final Report to City		1		1	1			1		\$ 928.00	
5.d.5	ODC									\$ 287.50	\$ 287.50	
6.0	Coordination with NDOT				6	4	2				\$ 3,105.00	
7.0	Discussion of USBR Coordination and Permitting Requirements		2		1		2				\$ 1,120.50	
8.0	Discussion of Potential R/W Impacts to the Project		2		2		4				\$ 1,712.00	
9.0	Project Funding Assessment and Recommendations		1		2			24			\$ 6,187.50	
	Subtotal Hours		7	3	31	39	40	24	9	\$ 518.50		
	Subtotal Cost		\$ 1,851.50	\$ 750.00	\$ 9,966.50	\$ 8,833.50	\$ 5,400.00	\$ 5,280.00	\$ 1,009.50	\$ 518.50		
	TOTAL Hrs		12	4	34	43	40	24	11		168	
	TOTAL Cost		\$ 3,174.00	\$ 1,000.00	\$ 10,931.00	\$ 9,739.50	\$ 5,400.00	\$ 5,280.00	\$ 1,240.24	\$ 518.50	\$ 37,283.50	\$ 16,446.00

Assumptions:

1. ODC's include 15% markup

Amount of Original Authorization Expended	\$ 5,389.00
Budget Remaining in Original Contract	\$16,446.00
Total Amendment No. 1	\$ 37,283.50
Total Contract Value = Approved Original Contract + Amendment No. 1	\$ 59,118.50

Gustafson Bridge Structural Assessment (PN: 2021.004.1)
Professional Engineering Services
Amendment to Attachment C - Schedule of Services

ID	Task Name	Duration	Start	Finish	Predecessors	F	T	S	W	M	T	F	S	W	M	T	F	S	W	M	T	F	S	W
1	NTP From City of Fernley	0 days	Thu 3/17/22	Thu 3/17/22																				
2	1.0 - Project Mgmt/Admin	9 days	Thu 3/17/22	Tue 3/29/22																				
3	Project Admin/Reporting/Invoicing [Assumes 2 mo]	1 day	Thu 3/17/22	Thu 3/17/22	1																			
4	Prepare Project Work Plan/ QA/QC Plan/ Safety Plan	5 days	Tue 3/22/22	Mon 3/28/22	1SS+3 days																			
5	Kickoff Meeting	1 day	Tue 3/29/22	Tue 3/29/22	4																			
6	2.0 - Review NDOT Bridge Inspection Report	1 day	Wed 3/30/22	Wed 3/30/22	5																			
7	3.0 - Structural Assessment	1 day	Thu 4/7/22	Thu 4/7/22																				
8	Site visit and Visual Inspection of Bridge	1 day	Thu 4/7/22	Thu 4/7/22	6FS+5 days																			
9	4.0 - Oncall Services (Optional)	1 day	Wed 2/23/22	Wed 2/23/22																				
10	5.0 - Develop Preliminary Engineering Report (PER)	33 days	Fri 4/8/22	Tue 5/24/22																				
11	Option(s) for repairs/sustaining service of existing configuration	1 day	Fri 4/8/22	Fri 4/8/22	8																			
12	Option(s) associated with widening to 2 lanes	1 day	Mon 4/11/22	Mon 4/11/22	11																			
13	Option(s) associated with widening to 2 lanes + ADA ped/bike	2 days	Tue 4/12/22	Wed 4/13/22	12																			
14	Prepare PER	15 days	Thu 4/14/22	Wed 5/4/22	13																			
15	Submit Draft PER to City for Review/Comment	5 days	Thu 5/5/22	Wed 5/11/22	14																			
16	Incorporate Comments/ Prepare Final Report	5 days	Thu 5/12/22	Wed 5/18/22	15																			
17	QA/QC of Final Report	2 days	Thu 5/19/22	Fri 5/20/22	16																			
18	Submit Final Report to City	2 days	Mon 5/23/22	Tue 5/24/22	17																			
19	6.0 - Coordination with NDOT	5 days	Thu 5/12/22	Wed 5/18/22	6SS,16FF																			
20	7.0 - Discussion of USBR Coordination and Permitting Requirements	2 days	Tue 5/3/22	Wed 5/4/22	11SS,14FF																			
21	8.0 - Discussion of Potential R/W Impacts to the Project	3 days	Mon 5/2/22	Wed 5/4/22	11SS,14FF																			
22	9.0 - Project Funding Assessment and Recommendations	6 days	Tue 5/17/22	Tue 5/24/22	6SS,18FF																			

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: Gustafson Bridge Structu

Date: Wed 2/23/22

Page 1

Gustafson Bridge Structural Assessment, (PN: 2021.004.1)
Professional Engineering Services
Amendment to Attachment D
Project Team

PROJECT TEAM

CLASSIFICATION		STAFF
Engineering	Project Manager	Tom Guinn
	Principal Bridge Engineer	Tom Barnard
	Senior Bridge Engineer	Orin Brown
	Senior CADD Technician	Todd Waltz
Economics		
	Senior Economist	Lincoln James



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: No: X	Yes: X No:	510-395-910, 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve the Will-Serve Request from Penelope Flats for 3 ERC's for Water and 5 ERC's for Sewer for 5 Single Family Residential lots (2 lots already have water services) for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln south of Nader Way Fernley, NV 89408

AGENDA ITEM BRIEF:

1. Hero Land Holdings, LLC for Penelope Flats is seeking a Will-Serve for 5 Single Family lots in Fernley, NV.
2. This project requires 3 ERC's of water, which is equal to 3.36 acre-ft, for water and 5 ERC's for sewer for the 5 lots. This specific project already has water services for two of the single-family residential lots.
3. Hero Land Holdings, LLC for Penelope Flats has 21.51-acre feet of beneficial interest in water rights.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Hero Land Holdings, LLC for Penelope Flats for 3 ERC's of water, which is equal to 3.36 acre-ft, for water and 5 ERC's for sewer for the 5 Single Family Residential lots for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln and south of Nader Way, Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Hero Land Holdings, LLC for Penelope Flats is seeking a will-serve of 3 ERC's for Water and 5 ERC's for Sewer for 5 Single Family Residential (2 of the residential lots have water services already) for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln. and south of Nader Way, Fernley, NV 89408.

Water and sewer connection fees will be paid at the time of building permit issuance of \$32,865.00.

In February of 2021, Hero Land Holdings, LLC was assigned 21.51 acre-feet of water rights from Pavilion Homes, LLC.

In February 2022, Hero Land Holdings, LLC holds a beneficial interest in 21.51 acre-feet of water rights that a portion of that is going to be used for 5 single family residential homes for the Penelope Flats development, located off of Hardie Ln. and south of Nader Way, Fernley, NV 89408.

After the issuance of this will serve Hero Land Holdings, LLC will have 18.15 AF of water left for future development.

The water needed for this project has been previously dedicated under a prior banking agreement. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

LEGAL IMPLICATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2022.03.16 SR Penelope Flat Will Serve
2. 2022.03.16 Will Serve -Penelope Flats
3. 2022.03.16 Assignment to Will Serve Penelope Flats



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council
REPORT THRU: Derek Starkey, City Engineer
REPORT FROM: Kari Weitzel, Admin Specialist III
REVIEWED BY: David Rigdon, Special City Water Attorney
REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-395-910, 520-395-910

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

AGENDA ITEM: Staff Report (For Possible Action):

Possible Action to Approve the Will-Serve Request from Penelope Flats for 3 ERC's for Water and 5 ERC's for Sewer for 5 Single Family Residential lots (2 lots already have water services) for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln south of Nader Way Fernley, NV 89408

Business Impact (per NRS Chapter 237):

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

Agenda Item Brief:

1. Hero Land Holdings, LLC for Penelope Flats is seeking a Will-Serve for 5 Single Family lots in Fernley, NV.
2. This project requires 3 ERC's of water, which is equal to 3.36 acre-ft, for water and 5 ERC's for sewer for the 5 lots. This specific project already has water services for two of the single-family residential lots.
3. Hero Land Holdings, LLC for Penelope Flats has 21.51-acre feet of beneficial interest in water rights.

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Hero Land Holdings, LLC for Penelope Flats for 3 ERC's of water, which is equal to 3.36 acre-ft, for water and 5 ERC's for sewer for the 5 Single Family Residential lots for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln and south of Nader Way, Fernley, NV 89408."

ALTERNATIVES:

N/A

PROJECT SUMMARY:

Hero Land Holdings, LLC for Penelope Flats is seeking a will-serve of 3 ERC's for Water and 5 ERC's for Sewer for 5 Single Family Residential (2 of the residential lots have water services already) for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln. and south of Nader Way, Fernley, NV 89408.

Water and sewer connection fees will be paid at the time of building permit issuance of \$32,865.00

BACKGROUND:

In February of 2021, Hero Land Holdings, LLC was assigned 21.51 acre-feet of water rights from Pavilion Homes, LLC.

February 2022, Hero Land Holdings, LLC holds a beneficial interest in 21.51 acre-feet of water rights that a portion of that is going to be used for 5 single family residential homes for the Penelope Flats development, located off of Hardie Ln. and south of Nader Way, Fernley, NV 89408.

After the issuance of this will service Hero Land Holdings, LLC will have 18.15 AF of water left for future development.

ANALYSIS:

The water needed for this project has been previously dedicated under a prior banking agreement. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

FINDINGS:

N/A

LEGAL IMPLICATIONS:

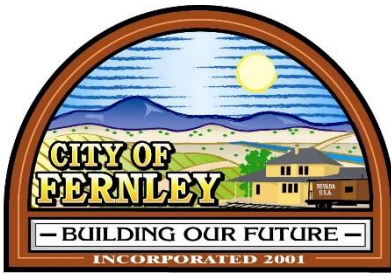
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

- 1) Will Serve Commitment – 3 ERC of Water, 5 ERC of Sewer
- 2) Assignment to Will Serve



THE CITY OF FERNLEY
Public Works Department
595 Silver Lace Blvd
Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Penelope Flats Development/ project or property located at APN 021-121-04, -05 Fernley, Nevada with 3 water connections and/or 5 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$5,165.00 per unit for water and \$3,474.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-121-04, -05

Fernley City Council Approved Will-Serve on March 16, 2022

Public Works Director

Mayor – City of Fernley

Applicant

Date

APN: n/a (water rights)

When Recorded mail to:

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

**ASSIGNMENT OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND
DEDICATION AGREEMENT TO WILL SERVE COMMITMENT**

This Assignment of Beneficial Interest in Water Rights to Will Serve Commitments is executed this 18TH day of FEBRUARY, 2022, by HERO LAND HOLDINGS, LLC (hereinafter “Assignor”).

1. Assignor is the holder of the beneficial interest in that certain Water Rights Dedication and Banking Agreement (hereinafter the “Banking Agreement”) by and between PAVILION HOMES, LLC and the City of Fernley executed on March 13, 2020.
2. Assignor desires to assign a portion of its beneficial interest in and to 3.36 acre-feet of water dedicated pursuant to the Banking Agreement to the City of Fernley in exchange for 3.0 Equivalent Residential Credits (hereinafter “ERC’s”) of water utility will-serve commitments for the development of Penelope Flats located at 705 and 725 Hardie Lane (hereinafter the “Project”).
3. Assignor acknowledges and agrees that the assignment of the beneficial interest transferred herein is for the benefit of the Project. Assignor also acknowledges and agrees that the will-serve commitments issued pursuant to this Agreement shall be an appurtenance to the parcel(s), lot(s), or portion of the Project that will receive water service under said will-serve commitment. In the event that said parcel(s), lot(s), or portion of the project is encumbered by a mortgage, deed of trust, or other similar encumbrance, Assignor agrees that said mortgage, deed of trust, or other similar encumbrance shall also encumber the will-serve commitments issued pursuant to this Agreement in the same manner and to the same extent as it encumbers the parcel(s), lot(s), or portion of the project.
4. Assignor acknowledges and agrees that by assigning its beneficial interest in the water rights under this Agreement in exchange for the will-serves commitments described in Section 2 herein, that Assignor is forever relinquishing all of its right, title, and interest in and to the beneficial interest assigned herein and that the terms of this Agreement shall, to the extent applicable, replace and supersede the terms of the Banking Agreement identified in Section 1 herein, as well as any amendments or assignments of said Banking Agreement, with respect to the assigned water rights. Assignor further acknowledges and agrees that upon execution of this Agreement it shall have no further claim, right, title, or interest in or to the beneficial interest assigned herein.

5. Assignor agrees to indemnify and hold harmless the City of Fernley from any with respect to 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.
6. Assignor hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the beneficial interest transferred herein, or the water right underlying said beneficial interest, except as provided in this Agreement, the Banking Agreement, or any amendments or assignments of the Banking Agreement. Assignee acknowledges and agrees that the City makes no representation or warranty as to the title of the water rights underlying the beneficial interest transferred herein, and that in the event that any claim or dispute relating to said title 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 the Banking Agreement and withhold the will-serve commitments provided for therein. 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 Assignor 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 Assignor has a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement or the Banking Agreement.
7. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Nevada in the district courts of Lyon County, Nevada.
8. All costs incurred by the City of Fernley in enforcing this Agreement including, without limitation, reasonable attorneys' fees through any court proceedings shall be paid by Assignee.
9. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

[Signature pages follow]

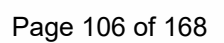
HERO LAND HOLDINGS, LLC


Douglas T. Barker, Rec

[illegible]

This instrument was acknowledged before me on the 18TH day of FEBRUARY, 2022,
by Douglas Barker,

NOTARY PUBLIC







CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Robert Nance, as Trustee of the Abe Nance Testamentary Trust and Phyliss Elaine Nance, as Beneficiary of the Abe Nance Testamentary Trust, APN 009-271-53, TCID serial number 379 in the amount of 125.235 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Robert Nance, as Trustee of the Abe Nance Testamentary Trust and Phyliss Elaine Nance, as Beneficiary of the Abe Nance Testamentary Trust, APN 009-271-53, TCID serial number 845-2 in the amount of 125.235 acre feet.

RECOMMENDED MOTION:

" I move to authorize the to authorize the execution of the Water Right Banking and Dedication Agreement Robert Nance, as Trustee of the Abe Nance Testamentary Trust and Phyliss Elaine Nance, as Beneficiary of the Abe Nance Testamentary Trust, APN 009-271-53, TCID serial number 845-2 in the amount of 125.235 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Robert Nance, as Trustee of the Abe Nance Testamentary Trust and Phyliss Elaine Nance, as Beneficiary of the Abe Nance Testamentary Trust is proposing to dedicate 125.235 acre-feet of water rights appurtenant to APN 009-271-53 (TCID Serial Number 845-2) 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.

LEGAL IMPLICATIONS:

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. Nance Dedication Agreement (TCID 845-2)

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 20__ (this “Agreement”), by and between Robert N. Nance, as Trustee of the Abe Nance Testamentary Trust, and Phyliss Elaine Nance, as Beneficiary of the Abe Nance Testamentary Trust (collectively 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 One Hundred Twenty-Five and Two Hundred Thirty-Five One-Thousandths (125.235) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 845-2. Said water rights are appurtenant to that certain real property located in Churchill County, State of Nevada described as Churchill County Assessor Parcel Number 009-271-53 and further described as follows:

*Parcel 1 of the Parcel Map for Abe and Phyliss Nance
recorded July 26, 1979 under Document No. 166395,
Official Records, Churchill County, Nevada.*

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-serve commitments 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

Robert & Phyliss Nance

909 Reno Hwy.

Hazen, NV 89408

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 Pages Follow]

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

Dedicator

Robert N. Nance, Trustee

Date:

Dedicator

Phyliss Elaine Nance, Beneficiary

Date:

City of Fernley

Roy Edgington, Jr., Mayor

Attested:

City Clerk

Assignee, if any



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

510-395-910, 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve a will-serve commitment for Aimee Marie Rogers Steele of 1 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 021-303-39 located at 1015 Jessica Ln., Fernley, NV.

AGENDA ITEM BRIEF:

1. Aimee Marie Rogers - Steele - is seeking a Will-Serve Request for single family home on parcel 021-303-39
2. This project requires 1 ERC's for water and 0 ERC's for sewer.
3. The owner has received the water rights needed for this project from an assignment of water rights that are banked with the city under R.C Herrera's assignment.

RECOMMENDED MOTION:

"I move to approve the Will-Serve for Aimee Marie Rogers - Steele of 1 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 021-303-39 located at 1015 Jessica Ln., Fernley, NV."

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:

Aimee Marie Rogers- Steele is seeking a will-serve for 1 water ERC's and 0 sewer ERC's to be used for a single family home at 1015 Jessica Ln, Fernley, NV 89408.

Water connection fee will be paid at the time of building permit that is issued in a total amount of \$5,165.00. R.C Herrera is using his banked water rights to supply 1.12 acre feet of water to parcel 021-303-39, 1015 Jessica Ln, Fernley, NV so new owner Aimee Marie Rogers Steele can put a single family home on said parcel.

LEGAL IMPLICATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2022.03.16 1015 Jessica Ln SR
2. 2022.03.16 Will Serve -1015 Jessica Ln



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council
REPORT THRU: Derek Starkey, City Engineer
REPORT FROM: Kari Weitzel, Admin Specialist III
REVIEWED BY: David Rigdon, Special City Water Attorney
REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☐ No: ☒

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-395-910, 520-395-910

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

AGENDA ITEM: Staff Report (For Possible Action):

Possible Action to Approve a will-serve commitment for Aimee Marie Rogers Steele of 1 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 021-303-39 located at 1015 Jessica Ln., Fernley, NV.

Business Impact (per NRS Chapter 237):

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

Agenda Item Brief:

1. Aimee Marie Rogers - Steele - is seeking a Will-Serve Request for single family home on parcel 021-303-39
2. This project requires 1 ERC's for water and 0 ERC's for sewer.
3. The owner has received the water rights needed for this project from an assignment of water rights that are banked with the city under R.C Herrera's assignment.

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

"I move to approve the Will-Serve for Aimee Marie Rogers - Steele of 1 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 021-303-39 located at 1015 Jessica Ln., Fernley, NV."

ALTERNATIVES:

N/A

PROJECT SUMMARY:

Aimee Marie Rogers- Steele is seeking a will-serve for 1 water ERC's and 0 sewer ERC's to be used for a single family home at 1015 Jessica Ln, Fernley, NV 89408.

Water connection fee will be paid at the time of building permit that is issued in a total amount of \$5,165.00.

BACKGROUND:

R.C Herrera is using his banked water rights to supply 1.12 acre feet of water to parcel 021-303-39, 1015 Jessica Ln, Fernley, NV so new owner Aimee Marie Rogers Steele can put a single family home on said parcel.

ANALYSIS:

City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

FINDINGS:

N/A

LEGAL IMPLICATIONS:

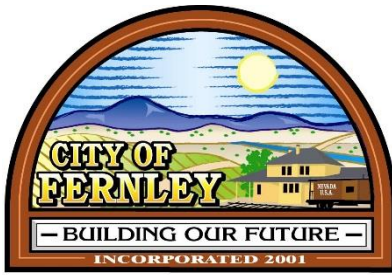
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

- 1) Draft Will Serve Commitment.



THE CITY OF FERNLEY
Public Works Department
595 Silver Lace Blvd
Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Aimee Marie Rogers-Steele 1015 Jessica Lane Development/ project or property located at APN 021-303-39 Fernley, Nevada with 1 water connections and/or 0 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$5,165.00 per unit for water and \$3,474.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-303-39

Fernley City Council Approved Will-Serve on March 16, 2022

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

230-575-730

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Discussion and possible action to approve a contract for construction of the Green Valley Park Improvements with; A & K Earth Movers, Inc in the amount not to exceed \$731,000 and a contract for inspection and materials testing services with Construction Material Engineers in an amount not to exceed \$19,995.00.

AGENDA ITEM BRIEF:

The staff is seeking approval from city council for a contract for construction services with A&K Earth Movers, Inc to contrast the Green Valley Park Improvements.

This project includes a public sidewalk on the north end of the park, a multi-use path throughout the park, a prefabricated restroom to replace the two porta-potties, a 28' octagonal gazebo located in the park, and one 12' square gazebo on each side of the dog park, new fencing where needed and a new entrance for each side of the dog park with easy access from the parking lot.

RECOMMENDED MOTION:

"I move to to approve a contract for construction of the Green Valley Park Improvements with A & K Earth Movers, Inc in the amount not to exceed \$731,000 and a contract for inspection and materials testing services with Construction Material Engineers in an amount not to exceed \$19,995.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to approve the contract award. Staff would go through the advertisement and bidding process over again and it's not anticipated that the prices for construction would decrease. With the increase in construction materials and labor, we don't foresee prices decreasing anytime soon. Council can choose to eliminate bid alternates for this project to lower the cost of construction.

Staff has provided alternate bid items that can be eliminated or completed at a future date. The bid alternates and costs are as follows:

Bid ALT A 28' Octagonal Gazebo \$58,000

Bid ALT B 12' Square Gazebo (2) \$ 37,000

Bid ALT C Prefabricated Restroom \$75,000

BACKGROUND:

This project was publicly advertised in the Reno Gazette Journal and Mason Valley News and bids were received and opened on February 15, 2022 (see bid tabulation – Attachment A). CFA has recommended the contract be awarded to A & K Earth Movers, Inc as they are the low bidder of the two other bids we received and are qualified to complete the work. (see letter of Recommendation of Award – Attachment B).

This project includes an ADA public sidewalk on the north end of the park, an ADA multi-use path throughout the park, a prefabricated restroom to replace the two porta-potties at the existing playground, a 28' octagonal gazebo located in the center of the park, and two 12' square gazebos in the dog park area, new fencing where needed and a new entrance for both sides of the dog park with easy access from the parking lot in which all have a seamless connection with the multi-use path.

The City hired the consultant "Design Workshop" in 2017 to help with the overall city-wide planning of public parks. This consultant prepared a Parks Master Plan document presenting features to be implemented at each park location. The master plan shows the recommendation of adding paved walking paths within the park and incorporating group picnic pavilions or shade structures for family barbecues, etc.

Staff then worked with an engineering consultant, CFA, to design the recommendations from the master plan and address other items identified by parks staff.

Staff and CFA publicly advertised and bid on the project per Nevada Revised Statutes 338.

LEGAL IMPLICATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

The funding for this project was approved for the current fiscal year 2021/2022. The total amount approved was \$150,000 for Green Valley Park Construction and \$75,000 for Green Valley Park design. Each was budgeted from the Residential Construction Tax general ledger account.

Staff had planned on using funds budgeted for General Park Improvements as well as the In Town Park Phase 1 Design.

Current Budget

GL# 230-575-730

General Park Improvements: \$150,000

In Town Park Phase 1 Design: \$100,000

Green Valley Park Construction: \$150,000

Total: \$400,000

Total Costs

A&K: \$731,000

CME: \$19,995.00

Total: \$730,995.00

Staff would like to award the project in this fiscal year and begin work. Staff anticipates receiving the first invoice for work within the current fiscal year. Due to the time to construct the project, including lead time to procure materials and equipment, the remaking work and costs will extend into the next fiscal year. Staff has already budgeted money to finish construction of the Green Valley Park project in the tentative budget for FY 22/23.

If the contract is approved, staff would add more to the budget for next year to cover the full cost of construction and inspection.

As of 1/31/2022, the RCT fund has a total of \$1,044,497.84 so there are sufficient RCT funds available to complete the work.

ATTACHMENTS:

1. 2022.02.15 Agreement Between Owner and Contractor for Construction Contract
2. PWP-LY-2022-148 BID TAB
3. Green Valley Park Letter of Recommendation
4. 2017 Parks Master Plan Final - GVP Potential
5. COF - Green Vally Park Civil Imp. - CME Inspection and Testing Proposal

(but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

- 7.01 Any interest accrued on retainage held by the Owner for the sums withheld shall be paid to the Contractor.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site or assumes fully responsibility for not visiting the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Other bonds. None
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Provisions of Nevada Revised Statute Chapter 338 acknowledgement.
 - 8. City of Fernley Division of Safety acknowledgement.
 - 9. Specifications as listed in the table of contents of the Project Manual.
 - 10. Addenda (numbers ___ to ___, inclusive).
 - 11. Exhibits to this Agreement:
 - a. Contractor's Bid
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

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

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

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

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

****END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR****



GREEN VALLEY PARK
CITY OF FERNLEY
PWP-LY-2022-148

ENGINEER'S ESTIMATE						A&K Earthmovers		ACHA Construction		West Coast Paving Inc.	
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1*	Mobilization/Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$99,000.00	\$99,000.00	\$ 36,707.00	\$ 36,707.00	\$ 32,000.00	\$ 32,000.00
2	Perform Root Mitigation By An ISA Certified Arborist (Contingent Item)	20	HR	\$ 100.00	\$ 2,000.00	\$ 140.00	\$ 2,800.00	\$ 200.00	\$ 4,000.00	\$ 208.00	\$ 4,160.00
3	Install PCC Sidewalk	2691	SF	\$ 11.00	\$ 29,601.00	\$ 15.00	\$ 40,365.00	\$ 17.50	\$ 47,092.50	\$ 25.00	\$ 67,275.00
4	Install Thickened Edge PCC Sidewalk	11351	SF	\$ 11.50	\$ 130,536.50	\$ 17.00	\$ 192,967.00	\$ 21.00	\$ 238,371.00	\$ 28.00	\$ 317,828.00
5	Install PCC Pedestrian Ramp	7	EA	\$ 2,400.00	\$ 16,800.00	\$ 4,900.00	\$ 34,300.00	\$ 8,524.00	\$ 59,668.00	\$ 6,100.00	\$ 42,700.00
6	Remove and Replace PCC Valley Gutter	268	SF	\$ 24.00	\$ 6,432.00	\$ 36.00	\$ 9,648.00	\$ 19.00	\$ 5,092.00	\$ 35.00	\$ 9,380.00
7	Install 8" Wide PCC Mow Curb	825	LF	\$ 17.00	\$ 14,025.00	\$ 18.50	\$ 15,262.50	\$ 33.71	\$ 27,810.75	\$ 44.00	\$ 36,300.00
8	Install PCC Access Drive	1420	SF	\$ 11.00	\$ 15,620.00	\$ 22.00	\$ 31,240.00	\$ 32.00	\$ 45,440.00	\$ 29.00	\$ 41,180.00
9	Install Aggregate Base Bathroom Pad	175	SF	\$ 8.00	\$ 1,400.00	\$ 15.00	\$ 2,625.00	\$ 19.75	\$ 3,456.25	\$ 21.00	\$ 3,675.00
10	Construct Dog Park Entry Area	238	SF	\$ 13.00	\$ 3,094.00	\$ 62.00	\$ 14,756.00	\$ 3.36	\$ 799.68	\$ 14.00	\$ 11,200.00
11	Install 4' Chain Link Fence	604	LF	\$ 57.00	\$ 34,428.00	\$ 52.00	\$ 31,408.00	\$ 44.25	\$ 26,727.00	\$ 71.00	\$ 42,884.00
12	Install Chain Link Man Gates	8	EA	\$ 1,050.00	\$ 8,400.00	\$ 920.00	\$ 7,360.00	\$ 580.00	\$ 4,640.00	\$ 1,000.00	\$ 8,000.00
13	Install Chain Link Vehicle Gate	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,500.00	\$ 1,500.00	\$ 2,900.00	\$ 2,900.00
14	Install Two-Sided Stainless-Steel Handrail	8.5	LF	\$ 130.00	\$ 1,105.00	\$ 190.00	\$ 1,615.00	\$ 194.50	\$ 1,653.25	\$ 495.00	\$ 4,207.50
15	Remove Existing Catch Basin And Replace With Type 4-R Catch Basin	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,872.00	\$ 5,872.00	\$ 6,800.00	\$ 6,800.00
16	Install 4" SDR-35 Sewer Lateral	34	LF	\$ 110.00	\$ 3,740.00	\$ 210.00	\$ 7,140.00	\$ 238.00	\$ 8,092.00	\$ 337.00	\$ 11,458.00
17	Install Sewer Clean-Out & Cap	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 350.00	\$ 350.00	\$ 642.00	\$ 642.00	\$ 1,800.00	\$ 1,800.00
18	Install 3/4" CTS SDR-9 Water Line	59	LF	\$ 13.50	\$ 796.50	\$ 75.00	\$ 4,425.00	\$ 82.00	\$ 4,838.00	\$ 194.00	\$ 11,446.00
19	Provide Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,538.50	\$ 18,538.50	\$ 3,500.00	\$ 3,500.00	\$ 52,000.00	\$ 52,000.00
Alt A	28' Octagonal Gazebo	1	EA	\$ 44,685.52	\$ 44,685.52	\$ 58,000.00	\$ 58,000.00	\$ 82,410.00	\$ 82,410.00	\$ 71,700.00	\$ 71,700.00
Alt B	12' Square Gazebo	2	EA	\$ 22,315.00	\$ 44,630.00	\$ 18,500.00	\$ 37,000.00	\$ 35,505.50	\$ 71,011.00	\$ 31,800.00	\$ 63,600.00
Alt C	Prefabricated Restroom	1	EA	\$ 100,000.00	\$ 100,000.00	\$ 75,000.00	\$ 75,000.00	\$ 91,677.00	\$ 91,677.00	\$ 83,006.50	\$ 83,006.50
20	Force Account	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL					\$ 514,543.52	\$711,000.00		\$ 790,999.43		\$ 945,500.00	





LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS

MEMO

PROJECT NO.:	DATE:
21059.00	02/15/2022

To: Kari Weitzel (via: KWeitzel@CityofFernley.org)
CC: Kathleen Knight (via: KKnight@CFAReno.com)
From: Ian Meyer (via: IMeyer@CFAReno.com)
Project Name: Green Valley Park
Subject: PWP LY-2022-148 Green Valley Park
Bid Opening – Recommendation of Award

Kari,

Following the bid opening for Green Valley Park on February 15, 2022, and based on the bids received from qualified bidders, it is the recommendation from CFA that the project be awarded based on low bid to A&K Earth Movers Inc in the amount of \$711,000.00.

Thank you,

Ian Meyer, E.I.

PARK FACILITIES | POTENTIAL PARK IMPROVEMENTS DIAGRAMS

Figure 17: Green Valley Park Potential Park Improvements Diagram





300 Sierra Manor Drive, Suite 1
Reno, NV 89511

March 4, 2022

Kari Weitzel
CITY OF FERNLEY ENGINEERING DEPT.
595 Silver Lace Blvd.
Fernley, NV 89408

**RE: City of Fernley Green Valley Park Civil Improvements
1245 Ricci Lane
Fernley, NV
Inspection & Materials Testing Proposal**

Dear Ms. Weitzel:

CME, Inc. is pleased to provide this cost proposal for inspection and materials testing services on the referenced project.

It is understood that our scope of work is to provide part-time, on-site inspection and material testing services when required. Our inspector will provide the on-site compaction testing of bedding, backfill, subgrade, and aggregate base as well as concrete testing which includes slump, air content, concrete temperature and compressive strength cylinders. All laboratory testing will be performed in our AASHTO accredited Reno laboratory.

Based upon a review of the project plans and the requirements of the Standard Specifications of Public Works Construction, we will provide inspection and material testing services during the following improvements:

- *Utility Bedding and Backfill Compaction*
- *Subgrade Compaction*
- *Aggregate Base Compaction*
- *Concrete Placement*
- *Laboratory Testing*

A detailed outline including total trips, hours per trip and associated fees is attached for your review.

The attached scope of work will include daily field reports describing construction and materials testing activities with transmittals to the project administrator. Individual test results for compaction testing and concrete testing will be provided verbally at the completion of each test. Daily written summaries of the inspection dialogues and materials testing results will be provided weekly.

Based on the documents provided and our assumed construction schedule, we will provide our services on a time and expense basis not to exceed \$19,995.00. Our services are dependent on your future construction schedule and the scope of work provided. Any changes to your schedule or the anticipated scope may result in a change in cost. All services outside the attached estimate will be provided on a time and expense basis in accordance with our current standard fee schedule.

Ms. Kari Weitzel
CITY OF FERNLEY
March 4, 2022
Page 2

We appreciate the opportunity to provide our inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Jon A. Del Santo".

Jon A. Del Santo, PE
Principle
jdelanto@cmenv.com
Direct: 775-737-7564
Mobile: 775-846-4399

JAD:jmw

v:\promotion\minor proposals\2022\city of fernley green valley park\ltr_green valley park.docx

**CITY OF FERNLEY
GREEN VALLEY PARK CIVIL IMPROVEMENTS
INSPECTION AND MATERIALS TESTING
FERNLEY, NV**

CITY OF FERNLEY

DATE :

3/4/2022

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGEMENT					
10 WEEKS - 50 WORKING DAYS					
PROJECT MANAGER	10	1	\$ 180.00	\$ 1,800.00	COORDINATION, CONSULTATION AND REPORTS
PROJECT MANAGER	3	2	\$ 180.00	\$ 1,080.00	PRE-CON/PROJECT MEETINGS

UTILITIES*

INSPECTOR/TECHNICIAN REG	4	5	\$ 110.00	\$ 2,200.00	SS LATERALS, SD CATCH BASIN
NUCLEAR GAUGE	20		\$ 10.00	\$ 200.00	
VEHICLE	20		\$ 10.00	\$ 200.00	

*ASSUMES APPROX 200 LF PRODUCTION /DAY

EARTHWORK

INSPECTOR/TECHNICIAN REG	4	5	\$ 110.00	\$ 2,200.00	SUBGRADE
INSPECTOR/TECHNICIAN REG	4	5	\$ 110.00	\$ 2,200.00	AGG BASE
NUCLEAR GAUGE	20		\$ 10.00	\$ 200.00	
VEHICLE	20		\$ 10.00	\$ 200.00	

CONCRETE*

INSPECTOR/TECHNICIAN REG	6	5	\$ 110.00	\$ 3,300.00	PCC SIDEWALK, CURB AND ADA RAMPS
INSPECTOR/TECHNICIAN REG	3	5	\$ 110.00	\$ 1,650.00	GAZEBO PADS, ACCESS DRIVES
VEHICLE	45		\$ 10.00	\$ 450.00	

* INCLUDES CYLINDER PICKUP THE NEXT DAY

STRUCTURES

INSPECTOR/TECHNICIAN REG	4	5	\$ 110.00	\$ 2,200.00	GAZEBOS, FENCING, ETC.
NUCLEAR GAUGE	20		\$ 10.00	\$ 200.00	
VEHICLE	20		\$ 10.00	\$ 200.00	

LABORATORY TESTING**SOILS**

MOISTURE DENSITY CURVE - BACKFILL	2		\$ 300.00	\$ 600.00	BEDDING, BACKFILL AND AGG BASE
SIEVE ANALYSIS / PI	1		\$ 240.00	\$ 240.00	BACKFILL, IF NEEDED

CONCRETE

CYLINDERS	5		\$ 175.00	\$ 875.00	SETS OF FIVE
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ESTIMATED TOTAL FEE: \$ 19,995.00

BASED ON ASSUMED PROJECT SCHEDULE, CAN BE REFINED UPON RECEIPT OF ACTIVITY-BASED SCHEDULE

BASED ON CME PAYING NON-PREVALING WAGE RATES

OVERTIME IS NOT INCLUDED, BUT IF NEEDED, WILL BE CHARGED AT 1.3 TIMES REGULAR RATE



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

520-166-100

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible action to approve a contract with Farr Construction DBA Resource Development Company in an amount not to exceed \$1,081,894.53 for construction services for the Farm District Rd Lift Station Reconstruction Project, bid schedule A.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for construction services for the Farm District Rd Lift station with Farr Construction dba Resource Development Company. The project will repair sewer lines and manholes in the vicinity of Farm District Lift Station. The first phase of this project was completed in 2020/2021

RECOMMENDED MOTION:

"I move to approve the contract with Farr Construction DBA Resource Development Company in an amount not to exceed \$1,081,894.53 for construction services for the Farm District Rd Lift Station Reconstruction Project, bid schedule 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:

Staff recommends approval of the contract for engineering services for rehabilitation to the Farm District Rd Lift Station sewer lines and manholes.

BACKGROUND:

PROJECT SUMMARY:

This project was publicly advertised in the Reno Gazette and bids were received and opened on March 3rd, 2022 (See Bid Tabulation- Attachment A). Shaw Engineering has recommended the contract be awarded to Farr Construction dba Resource Development Company (RDC) as they are the lowest and most responsible bidder (Letter of Recommendation – Attachment B).

This project will consist of repairing and replacing the sewer lines and manholes in the vicinity of the Farm District Lift Station. Staff will move forward with the Bid Schedule A and remove Bid Schedule B from the proposed bid. Instead, staff will work with the contractor to remove the existing grit chamber equipment that is not functional.

BACKGROUND:

In FY20/21, RDC completed phase 1 of the emergency repairs to the Farm District Road Lift station. Phase 2 of the Farm District Road Lift Station is now to repair the sewer lines and manhole in the vicinity of the Farm District lift station. Phase 2 of the project was advertised and bid in 2021 and we received no bidders in that process.

Staff rebid the project in March of 2022 and included the removal and replacement of the grit chamber at the East Lift Station in the hopes that the additional work would attract more potential bidders. Staff received one bid during the second bid advertisement.

The grit removal chamber at the East Lift station was originally constructed in 2007. The grit chamber is one of two pieces of equipment used to remove debris from the wastewater stream before it enters the treatment plant. The other component is a bar screen with a chain and rake system that removes large material, rags, and debris. The grit chamber is a chain and bucket type removal system. This means that it uses stainless steel buckets along a chain system to scrape the grit from the bottom of the concrete chamber and drop it in a bin for removal.

Due to the cost of replacing the grit removal system, staff recommends not proceed with awarding bid schedule B and instead work with the contractor to remove the existing the grit chamber system. The current system has not operated for four years and we have seen no appreciable decline in the functionality of the lift station pumps. Staff can adjust current operations and maintenance procedures at the lift station to operate without a grit chamber.

LEGAL IMPLICATIONS:

Staff has followed the applicable Nevada Revised Statutes for the award of professional engineering contracts.

FINANCIAL IMPLICATIONS:

The funding for this project was approved in the fiscal year 2021/2022 budget:

Farm District Lift Station budget: \$350,000
Grit Chamber Replacement budget: \$310,000

The funding is part of the sewer enterprise capital project budget. The total funding for this project is \$1,081,894.53 for Bid Schedule A including a \$75,000 force account.

ATTACHMENTS:

1. 2022.03.16 Agreement Owner to Contractor - FDR LS
2. 2022.03.03 Bid Table
3. Recommendation of Award Letter FDR Lift Station Phase 2

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

THIS AGREEMENT is by and between City of Fernley (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Farm District Road Lift Station, Phase 2 Rehabilitation.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Shaw Engineering.
- 3.02 The Owner has retained Shaw Engineering (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within **30** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **45** days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 11, inclusive).
 - 7. Provisions of Nevada Revised Statute Chapter 338 (00521)
 - 8. City of Fernley Division of Safety Form (00522)
 - 9. State Prevailing Wage Rates
 - 10. Specifications as listed in the table of contents of the Project Manual.
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers ___ to ___, inclusive).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00410-1 thru 6, 00440-1 thru 6, 00450-1 thru 3, and 00460-1 thru 2)
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++



Farm District Road LS and E
**Farm District Road Lift Station and
 East Lift Station Grit Chamber Rehabilitation Project (PWP-LY-2022-036)**

City of Fernley Public Works Department

Bid Opening Table – March 3rd, 2022

2:00 pm

Name of Bidder (Company Name)	Sub-Contractors	Major Material Suppliers	Required Documents				Additional Documents	Base Bid
<i>Fair Construction</i> <i>JBL</i> <i>Resource Development</i> <i>Company</i>	<i>Q&D - CIPP</i> <i>SS Barzola - Traffic Control</i> <i>PAVING - West Coast Paving</i> <i>PAVING - Bypass Trumper</i>	<i>Amarock</i> <i>Diamond Plastics Oregon</i> <i>Granite</i> <i>Jensen</i>	☒ Bid Form ☒ Addenda 1 ☒ Addenda 2 ☒ Apprenticeship Utilization	☒ State Contractor License ☒ Bid Bond ☒ Addenda 3			☐ Preferential Bidder Status	<i>\$1,599,194.53</i>
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	
			☐ Bid Form ☐ Addenda 1 ☐ Addenda 2 ☐ Apprenticeship Utilization	☐ State Contractor License ☐ Bid Bond			☐ Preferential Bidder Status	

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



SHAW ENGINEERING

Trusted Engineering Expertise

March 4, 2022

Salvador Plietez, P.E.
Senior Project Manager
Fernley, Nevada
595 Silver Lace Blvd.
Fernley, Nevada 89408

RE: Farm District Road Phase 2 and East Lift Station Grit Chamber
Rehabilitation
Recommendation of Award

Dear Mr. Plietez:

One bid was received for the Farm District Road Phase 2 and East Lift Station Grit Chamber Rehabilitation Projects. Please see the attached bid tabulations for all bids received. Resource Development Company dba Farr Construction (RDC) was the only bidder and therefore the apparent low bidder with a bid price of \$1,081,894.53 for Bid Schedule A + Force Account and \$517,300 for Bid Schedule B. RDC has satisfactorily completed the forms associated with the bid proposal package, and in the opinion of Shaw Engineering, has submitted a responsive and responsible bid. Furthermore, RDC has proven to be qualified to perform the work with regard to license and experience.

Shaw Engineering recommends the award of all of Bid Schedule A and the Force Account for this project to Resource Development Company dba Farr Constuction for a total amount of \$1,081,894.53. This award should be contingent upon no formal protests being filed per Article 25.06 contained in the Information for Bidders which allows for a formal protest within 5 Days of this letter of recommendation.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Cody R. Black, P.E.
Project Engineer

City of Fernley
Farm District Road Lift Station Rehabilitation - Phase 2 Collection System Repairs- Bid Schedule A
Bid Tabulation

Item No.	Description	Engineer's Opinion of Probable Costs				Resource Development Company dba Farr Construction			
		Unit	Quantity	Price Per Unit	Total Price	Unit	Quantity	Price Per Unit	Total Price
1	Mob/demob	LS	1	\$28,750.00	\$28,750.00	LS	1	\$45,500.00	\$45,500.00
2	Clean and Flush and TV Collection System Piping	LS	1	\$6,900.00	\$6,900.00	LS	1	\$15,500.00	\$15,500.00
3	Traffic Control	LS	1	\$28,750.00	\$28,750.00	LS	1	\$106,700.00	\$106,700.00
4	48" Precast Polymer Sanitary Sewer Manhole	EA	3	\$17,250.00	\$51,750.00	EA	3	\$47,400.00	\$142,200.00
5	60" Precast Polymer Sanitary Sewer Manhole	EA	1	\$23,000.00	\$23,000.00	EA	1	\$52,300.00	\$52,300.00
6	Bypass Pumping System and Monitoring	LS	1	\$51,750.00	\$51,750.00	LS	1	\$84,700.00	\$84,700.00
7	Demo Piping and Appurtenances	LS	1	\$9,200.00	\$9,200.00	LS	1	\$88,100.00	\$88,100.00
8	12-Inch C900 PVC Force Main	LF	25	\$287.50	\$7,187.50	LF	25	\$651.00	\$16,275.00
9	10-Inch SDR 35 PVC	LF	50	\$218.50	\$10,925.00	LF	50	\$437.00	\$21,850.00
10	12-Inch SDR 35 PVC	LF	330	\$264.50	\$87,285.00	LF	330	\$150.00	\$49,500.00
11	CIPP Materials and Install	LF	175	\$201.25	\$35,218.75	LF	175	\$387.00	\$67,725.00
12	Force Main Bypass Assembly	LS	1	\$13,800.00	\$13,800.00	LS	1	\$38,364.53	\$38,364.53
13	Flygt Pump and Mixer	EA	1	\$13,800.00	\$13,800.00	EA	1	\$87,200.00	\$87,200.00
14	H-20 Hatch Replacements (LS Site)	LS	1	\$17,250.00	\$17,250.00	LS	1	\$55,000.00	\$55,000.00
15	Electrical Rehab and Upgrades	LS	1	\$28,750.00	\$28,750.00	LS	1	\$54,100.00	\$54,100.00
16	Concrete Flatwork (Curbs, Collars) LS Site	LS	1	\$8,625.00	\$8,625.00	LS	1	\$15,600.00	\$15,600.00
17	Type II Class B Aggregate Base	CY	35	\$74.75	\$2,616.25	CY	35	\$490.00	\$17,150.00
18	AC Patch (NDOT Travel Lane)	SF	650	\$26.45	\$17,192.50	SF	650	\$25.00	\$16,250.00
19	AC Patch (Approach)	SF	1150	\$19.55	\$22,482.50	SF	1150	\$24.00	\$27,600.00
20	AC Patch (2" Grind & Overlay)	SF	330	\$34.50	\$11,385.00	SF	330	\$16.00	\$5,280.00
21	Force Account	LS	1	\$75,000.00	\$75,000.00	LS	1	\$75,000.00	\$75,000.00
Construction Subtotal					\$551,617.50				\$1,081,894.53

20% Contingency \$110,323.50
TOTAL \$661,941.00

City of Fernley East Lift Station Grit Chamber- Bid Schedule B Bid Tabulation									
Item No.	Description	Engineer's Opinion of Probable Costs				Resource Development Company dba Farr Construction			
		Unit	Quantity	Price Per Unit	Total Price	Unit	Quantity	Price per Unit	Total Price
1	Mob/demob	LS	1	\$13,000.00	\$13,000.00	LS	1	\$14,200.00	\$14,200.00
2	Demo and Disposal of C&B Collector	LS	1	\$12,000.00	\$12,000.00	LS	1	\$19,900.00	\$19,900.00
3	Replacement of C&B Collector	LS	1	\$247,530.00	\$247,530.00	LS	1	\$454,200.00	\$454,200.00
4	Electrical Rehab and Upgrades	EA	1	\$20,000.00	\$20,000.00	EA	1	\$29,000.00	\$29,000.00
Construction Subtotal					\$292,530.00				\$517,300.00

20% Contingency
\$58,506.00

TOTAL
\$351,036.00



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Denise Lewis, Finance Director

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:x No:	Yes:x No:	100.415.328

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

(For Possible Action) Discussion to designate Hinton Burdick CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2022.

AGENDA ITEM BRIEF:

Per NRS 354.624, the governing body of each local government must designate an auditor on an annual basis and shall provide for an annual audit of its financial statements.

The auditor must be designated no later than three months before the close of the fiscal year for which the audit applies. For the City, that is March 30, 2021.

RECOMMENDED MOTION:

I move to designate Hinton Burdick CPAs & Advisors as the independent audit firm to perform the City's annual financial audit for fiscal year ending June 30, 2022.

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:

To not designate an audit firm; go out to bid and designate another audit firm, but would result in not meeting deadlines.

BACKGROUND:

Per NRS 354.624, each local government shall provide for an annual financial audit. Each year an external auditor must be designated by City Council no later than three months before the close of the fiscal year for which the audit applies and the designation must be provided to the Nevada Department of Taxation. Staff recommends that City Council designate Hinton Burdick CPAs and Advisors as the City's independent audit firm as the City has a contract with the firm through fiscal year ending June 30, 2022.

LEGAL IMPLICATIONS:

Non-compliance with NRS 354.624.

FINANCIAL IMPLICATIONS:

This item is budgeted for on an annual basis. The cost for audit services for fiscal year 2022 shall be \$54,500. The price for single audit services shall be \$3,150 for up to two major programs.

ATTACHMENTS:

1. FY 2020-2022 Audit Engagement Letter Exhibit A



January 20, 2020

Honorable Mayor, Members of the City Council and Management
City of Fernley
595 Silver Lace Blvd.
Fernley, Nevada 89408

We are pleased to confirm our understanding of the services we are to provide City of Fernley for the years ended June 30, 2020, 2021, and 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Fernley as of and for the years ended June 30, 2020, 2021, and 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Fernley's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Fernley's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Fernley's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards, when applicable
- 2) Combining Statements
- 3) Individual Fund Budgetary Comparison Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Information
- 2) Letter of Transmittal

Our responsibility for other information included in documents containing the entity's audited financial statements and auditor's report, if applicable, does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- When applicable, internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor, Members of the City Council and Management of the City of Fernley. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.



Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Fernley’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Fernley’s major programs. The purpose of these procedures will be to express an opinion on City of Fernley’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes and the schedule of expenditures of federal awards of the City of Fernley in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes and the schedule of expenditures of federal awards services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and



for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by the time we begin our audit.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to HintonBurdick, PLLC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance;



(3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree to assume all management responsibilities relating to the financial statements, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all schedules we normally request and will locate any documents selected by us for testing.

When a single audit is applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to City of Fernley; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately September of each year and to issue our reports on or before December 31 of each year. Michael K. Spilker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our price for the audit services, including out-of-pocket costs (such as report reproduction, postage, travel, copies, etc.) will not exceed \$51,775 for 2020; \$53,250 for 2021; and \$54,500 for 2022.

The price for the single audit for each year that requires a single audit will be \$3,150 for up to two major programs and \$1,500 for each major program after the first two.

The above fee is based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to City of Fernley and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,



Michael K. Spilker, CPA
HintonBurdick, PLLC



RESPONSE:

This letter correctly sets forth the understanding of City of Fernley, Nevada.

Management Signature (required): _____

Title: _____

Date: _____

Governance Signature (optional): _____

Title: _____

Date: _____





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 16, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Daphne Hooper, City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

(For possible action) Direction from City Council regarding the Fernley Motocross Track

AGENDA ITEM BRIEF:

Direction regarding motocross track

RECOMMENDED MOTION:

"I move to deny the purchase of the property for the motocross track"

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may:

- Approve the request to purchase the property
- Request additional information

BACKGROUND:

On February 16, 2022, Fernley City Council directed staff to present a staff report to take over the Motocross Track.

The Motocross Track has approached the city to consider taking over the property on which the Motocross Track operates. The land is located north of I-80 on a parcel that is owned by Clearwater Creek, LLC. The property was leased by the Lyon's Club which allowed the Motocross track to operate. There was concern regarding liability which resulted in the removal of the motocross operations. Since that time, motocross has been operating at the 95A Speedway.

There was discussion regarding a potential land swap with some of the federal property identified in the City of Fernley's Lands Bill to exchange for that property, which would then make the city the owner of the property on which the motocross track previously operated.

There are several challenges with this:

1. The process in which the city can acquire federal lands takes a long time (at least 2 years). Additionally, in order to acquire the property, the use of the property would have to meet the intent of the Recreation and Public Purpose Act. This determination would have to be made through conversations with the Bureau of Land Management. If the use does meet the intent, there is a cost associated with the process including administrative costs, surveys, environmental reviews, etc., before the land can be conveyed to the city.
2. If the land was to be conveyed to the city for recreational and public purposes, the city would still not have reversionary rights, and the Bureau of Land Management would then have to approve a land swap. However, if the city wanted to purchase the land for other uses, it would require a purchase at fair market value to own it outright.
3. If the city completed this process and had the ability to use it in an exchange, discussions, and agreements would need to be completed with the property owner.

Another option would be that the city could purchase the existing property if the owner was willing to sell. Currently, the city has not had conversations with the property owner. If there was an agreement with the property owner and the city had the funding to purchase the property (which has not been budgeted), the city would then need to enter into an agreement with the motocross track. This agreement would require the city to address liability issues, leasing terms, maintenance and upkeep, and general operational requirements of the facility.

While the city understands the frustration of having lost a place to operate the motocross track, the city does not currently have the ability to simply "take over" and operate the track on the existing property, since the city does not own the property.

Therefore, it is recommended that the Council not approve taking over the motocross track at this time.

LEGAL IMPLICATIONS:

TBD

FINANCIAL IMPLICATIONS:

TBD

ATTACHMENTS:

None