



N E V A D A

AGENDA  
Regular Meeting  
City Council

Wednesday, August 7, 2024 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Fran McKay

City Manager

Benjamin Marchant

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Fernley City Council Chambers, 595 Silver Lace Boulevard, Fernley, NV 89408

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**Zoom information:**

Please click the following link to join the webinar: <https://us02web.zoom.us/j/82966343247>, or one tap\_mobile: 12532158782, Dial: 669 900 9128, Webinar ID: 829 6634 3247

**Public Notice:** This agenda has been physically posted in compliance with 241.020 at Fernley City Hall, 595 Silver Lace Blvd. In addition, this agenda has been electronically posted in compliance with NRS 241.020(3) at [www.cityoffernley.org](http://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](mailto:cityclerk@cityoffernley.org)

**Public Comment:** Those wishing to address the City Council may submit public comment through the [online public comment form](#), or by sending an email to [cityclerk@cityoffernley.org](mailto: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](http://www.cityoffernley.org). Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the City Council.

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

## **1. INTRODUCTORY ITEMS**

- 1.1. Pledge of Allegiance**
- 1.2. Roll Call**
- 1.3. Public Forum**
- 1.4. (For Possible Action) Approval of Agenda**

## **2. CONSENT AGENDA**

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

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. Possible action to approve a contract with DOWL Reno, NV for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and Vue Works) in an amount not to exceed \$50,000.**
- 2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Veronda, LLC, APN 020-251-12 TCID serial number 1041-5-A in the amount of 4.5 acre feet.**
- 2.6. Possible action to approve a contract for on call inspection services and engineering support services with NCE.**
- 2.7. Possible discussion and approval of the Memorandum of Understanding between COF and IBEW 1245 Adopting Compensation Plan**
- 2.8. Possible Action to purchase one (1), 1 and ½-ton pickup truck with service box and crane for the City of Fernley's Fleet Department for an amount of \$106,565, with a contingency of \$31,969.50, not to exceed \$200,000.**
- 2.9. Possible Action to purchase one (1), 1-ton pickup truck with service body for the City of Fernley's Parks Department for an amount not to exceed \$70,000.**
- 2.10. Possible Action to purchase one (1), 1-ton pickup truck with contractor body for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$80,000.**
- 2.11. Possible Action to purchase one (1), 3/4-ton pickup truck with service body for the City of Fernley's Wastewater Department for an amount not to exceed \$75,437.**
- 2.12. Possible Action to approve a contract with VIA Real Estate LLC and Lyon County to resolve a title issue involving a portion of Fremont St. adjacent to APN #021-271-03 and related matters**

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

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

## **4. PROCLAMATIONS BY THE MAYOR**

## **5. PRESENTATIONS**

- 5.1. A presentation of public online survey results gathered as part of the North Fernley and Southwest Fernley Area Plan process.**



**5.2. (For Possible Action) Approval of a contract with Video Wall Solutions for Acoustic Treatment of City of Fernley City Council Chamber not to exceed \$91,005.00.**

**6. PUBLIC HEARINGS**

**6.1. (For Possible Action) Discussion, consideration, and second reading of Bill #352, an Ordinance amending Title 32, Chapter 3, Section 060 (Land division applications) of the Fernley Development Code to create Subsections g(1)(b)(4) and g(1)(b)(5) to separate unrelated portions of parcel and lot design standards.**

**7. STAFF REPORTS**

**7.1. (For Possible Action) Discussion and possible direction to staff regarding how the City Council would like to address the airport currently located within the Southwest Fernley Area Plan.**

**7.2. (For Discussion and Possible Action) Regarding Wage and Compensation Study quote in the amount of \$21,250.00.**

**8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS**

**8.1. Possible Action requesting a future agenda item to discuss Temporary Use Permits and the fees associated with them and the effect they have on the businesses that hold events in Fernley. (Councilwoman Zoberski)**

**9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS**

**10. PUBLIC FORUM**

**11. ADJOURNMENT**

**Next Meeting: August 21st @ 5pm**

Report Criteria:

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

| Vendor                                  | Vendor Name                             | Invoice Number | Description                                   | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title               | GL Period |
|-----------------------------------------|-----------------------------------------|----------------|-----------------------------------------------|--------------|----------------|------------|------------------------------------|-----------|
| AFLAC                                   |                                         |                |                                               |              |                |            |                                    |           |
| 5690                                    | AFLAC                                   | 433288         | SUPPLEMENTAL INSURANCE                        | 06/25/2024   | 676.86         | 07/18/2024 | 100-217400 AFLAC Insurance Payable | 624       |
| Total 5690:                             |                                         |                |                                               |              | 676.86         |            |                                    |           |
| AIT ADVANCED INTERPRETING & TRANSLATION |                                         |                |                                               |              |                |            |                                    |           |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 202407D        | Spanish - Reina-Jimenez 24TR00315             | 07/22/2024   | 160.00         |            | 100-425-330 Prof Serv-Interpreter  | 724       |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 20247B         | Spanish 24TR00124                             | 07/10/2024   | 160.00         | 07/18/2024 | 100-425-330 Prof Serv-Interpreter  | 724       |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 20247C         | Spanish - Johel Maldonado-Baquedano 24TR00307 | 07/16/2024   | 160.00         |            | 100-425-330 Prof Serv-Interpreter  | 724       |
| Total 8498:                             |                                         |                |                                               |              | 480.00         |            |                                    |           |
| ALHAMBRA                                |                                         |                |                                               |              |                |            |                                    |           |
| 4688                                    | ALHAMBRA                                | 7661929070424  | water service                                 | 07/04/2024   | 264.79         | 07/12/2024 | 510-810-614 Shop Supplies          | 724       |
| Total 4688:                             |                                         |                |                                               |              | 264.79         |            |                                    |           |
| ALLDATA LLC                             |                                         |                |                                               |              |                |            |                                    |           |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 100-480-610 Automotive Supplies    | 724       |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 100-528-610 Automotive Supplies    | 724       |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 100-475-610 Automotive Supplies    | 724       |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 510-840-610 Automotive Supplies    | 724       |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 520-810-610 Automotive Supplies    | 724       |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 100-417-610 Automotive Supplies    | 724       |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 510-810-610 Automotive Supplies    | 724       |
| 8930                                    | ALLDATA LLC                             | INVC04654692   | ALL DATA AUTOMOTIVE SERVICES                  | 07/13/2024   | 45.20          | 07/18/2024 | 100-575-610 Automotive Supplies    | 724       |
| Total 8930:                             |                                         |                |                                               |              | 361.60         |            |                                    |           |
| AMERICAN WATER WORKS ASSO.              |                                         |                |                                               |              |                |            |                                    |           |
| 9                                       | AMERICAN WATER WORKS ASSO.              | 7002205707     | MEMBERSHIP RENEWAL AWWA JUL 2024-JUNE 2025    | 07/05/2024   | 175.35         | 07/12/2024 | 520-810-581 Dues and Memberships   | 724       |
| 9                                       | AMERICAN WATER WORKS ASSO.              | 7002205707     | MEMBERSHIP RENEWAL AWWA JUL 2024-JUNE 2025    | 07/05/2024   | 150.30         | 07/12/2024 | 100-529-581 Dues and Memberships   | 724       |
| 9                                       | AMERICAN WATER WORKS ASSO.              | 7002205707     | MEMBERSHIP RENEWAL AWWA JUL 2024-JUNE 2025    | 07/05/2024   | 125.25         | 07/12/2024 | 510-810-581 Dues and Memberships   | 724       |
| 9                                       | AMERICAN WATER WORKS ASSO.              | 7002205707     | MEMBERSHIP RENEWAL AWWA JUL 2024-JUNE 2025    | 07/05/2024   | 50.10          | 07/12/2024 | 510-840-581 Dues and Memberships   | 724       |
| Total 9:                                |                                         |                |                                               |              | 501.00         |            |                                    |           |

| Vendor                            | Vendor Name                       | Invoice Number | Description                    | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title             | GL Period |
|-----------------------------------|-----------------------------------|----------------|--------------------------------|--------------|----------------|------------|----------------------------------|-----------|
| APWA - AMERICAN PUBLIC WORKS ASSN |                                   |                |                                |              |                |            |                                  |           |
| 502                               | APWA - AMERICAN PUBLIC WORKS ASSN | 845045-1       | APWA Nevada Chapter Dues       | 07/12/2024   | 11.90          | 07/18/2024 | 520-810-581 Dues and Memberships | 724       |
| 502                               | APWA - AMERICAN PUBLIC WORKS ASSN | 845045-1       | APWA Nevada Chapter Dues       | 07/12/2024   | 11.90          | 07/18/2024 | 510-810-581 Dues and Memberships | 724       |
| 502                               | APWA - AMERICAN PUBLIC WORKS ASSN | 845045-1       | APWA Nevada Chapter Dues       | 07/12/2024   | 11.90          | 07/18/2024 | 100-475-581 Dues and Memberships | 724       |
| 502                               | APWA - AMERICAN PUBLIC WORKS ASSN | 845045-1       | APWA Nevada Chapter Dues       | 07/12/2024   | 11.90          | 07/18/2024 | 100-575-581 Dues and Memberships | 724       |
| 502                               | APWA - AMERICAN PUBLIC WORKS ASSN | 845045-1       | APWA Nevada Chapter Dues       | 07/12/2024   | 11.90          | 07/18/2024 | 100-417-581 Dues and Memberships | 724       |
| 502                               | APWA - AMERICAN PUBLIC WORKS ASSN | 845045-1       | APWA Nevada Chapter Dues       | 07/12/2024   | 11.90          | 07/18/2024 | 510-840-581 Dues and Memberships | 724       |
| Total 502:                        |                                   |                |                                |              | 71.40          |            |                                  |           |
| ARAMARK                           |                                   |                |                                |              |                |            |                                  |           |
| 1895                              | ARAMARK                           | 5980212154     | pants service                  | 07/02/2024   | 69.11          | 07/18/2024 | 510-810-614 Shop Supplies        | 724       |
| 1895                              | ARAMARK                           | 5980213989     | PS rags and rugs               | 07/09/2024   | 123.12         | 07/18/2024 | 510-840-420 Outside Services     | 724       |
| 1895                              | ARAMARK                           | 5980213997     | shirt contract                 | 07/09/2024   | 59.18          | 07/18/2024 | 100-480-600 General Supplies     | 724       |
| 1895                              | ARAMARK                           | 5980213998     | Mats, rags, and towels service | 07/09/2024   | 85.56          | 07/18/2024 | 100-417-420 Outside Services     | 724       |
| 1895                              | ARAMARK                           | 5980213999     | Work Clothes Service           | 07/09/2024   | 44.93          | 07/18/2024 | 100-475-616 Safety Supplies      | 724       |
| 1895                              | ARAMARK                           | 5980214000     | pants service                  | 07/09/2024   | 69.11          | 07/18/2024 | 510-810-614 Shop Supplies        | 724       |
| 1895                              | ARAMARK                           | 5980214002     | Mat and mop service            | 07/09/2024   | 191.58         | 07/18/2024 | 100-417-420 Outside Services     | 724       |
| 1895                              | ARAMARK                           | 5980215812     | shirt contract                 | 07/16/2024   | 54.19          | 07/18/2024 | 100-480-600 General Supplies     | 724       |
| 1895                              | ARAMARK                           | 5980215813     | Work clothes service           | 07/16/2024   | 44.93          | 07/18/2024 | 100-475-616 Safety Supplies      | 724       |
| 1895                              | ARAMARK                           | 5980215814     | pants service                  | 07/16/2024   | 198.91         | 07/25/2024 | 510-810-614 Shop Supplies        | 724       |
| 1895                              | ARAMARK                           | 5980217647     | PS rags and rugs               | 07/23/2024   | 123.12         | 07/25/2024 | 510-840-420 Outside Services     | 724       |
| 1895                              | ARAMARK                           | 5980217655     | SHIRT CONTRACT                 | 07/23/2024   | 54.19          | 07/25/2024 | 100-480-600 General Supplies     | 724       |
| 1895                              | ARAMARK                           | 5980217656     | SHOP MAT SERVICE               | 07/23/2024   | 85.56          | 07/25/2024 | 510-810-614 Shop Supplies        | 724       |
| 1895                              | ARAMARK                           | 5980217657     | Work clothes service           | 07/23/2024   | 57.60          | 07/25/2024 | 100-475-616 Safety Supplies      | 724       |
| 1895                              | ARAMARK                           | 5980217658     | pants service                  | 07/23/2024   | 67.64          |            | 510-810-614 Shop Supplies        | 724       |
| 1895                              | ARAMARK                           | 5980217660     | Mats and mops                  | 07/23/2024   | 191.58         | 07/25/2024 | 100-417-420 Outside Services     | 724       |
| Total 1895:                       |                                   |                |                                |              | 1,520.31       |            |                                  |           |
| AT&T                              |                                   |                |                                |              |                |            |                                  |           |
| 13                                | AT&T                              | 0256481905     | 07048 WTP Ethernet July24      | 07/01/2024   | 2,575.28       | 07/18/2024 | 100-417-530 Communications       | 724       |
| 13                                | AT&T                              | 53740 JULY 24  | 775 575-5455 374 0             | 06/26/2024   | 416.14         | 07/18/2024 | 100-417-530 Communications       | 624       |
| 13                                | AT&T                              | 53740 JULY 24  | 775 835-8598 165 0             | 06/26/2024   | 1,871.98       | 07/18/2024 | 100-417-530 Communications       | 624       |
| 13                                | AT&T                              | 96145 JUL 24   | 131 252-8129 614 5             | 07/02/2024   | 230.00         | 07/25/2024 | 100-417-530 Communications       | 724       |
| 13                                | AT&T                              | 96145 JUL 24   | 131 252-7192 857 4             | 07/02/2024   | 308.16         | 07/25/2024 | 100-417-530 Communications       | 724       |
| Total 13:                         |                                   |                |                                |              | 5,401.56       |            |                                  |           |
| AT&T LONG DISTANCE                |                                   |                |                                |              |                |            |                                  |           |
| 448                               | AT&T LONG DISTANCE                | 815519343 July | 815519343 July-Aug 4 2024      | 07/04/2024   | 114.36         | 07/18/2024 | 100-417-530 Communications       | 724       |
| Total 448:                        |                                   |                |                                |              | 114.36         |            |                                  |           |

| Vendor                                | Vendor Name                | Invoice Number | Description                                 | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|---------------------------------------|----------------------------|----------------|---------------------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| <b>AUTO &amp; TRUCK ELECTRIC, INC</b> |                            |                |                                             |              |                |            |                                         |           |
| 8868                                  | AUTO & TRUCK ELECTRIC, INC | 46582          | wire parts for fleet                        | 07/05/2024   | 98.00          | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 8868                                  | AUTO & TRUCK ELECTRIC, INC | 46597          | BATTERIES FOR w/d WELL 13 GENSET            | 07/09/2024   | 500.00         | 07/18/2024 | 510-810-430 Outside Serv-Repair & Maint | 724       |
| 8868                                  | AUTO & TRUCK ELECTRIC, INC | 46618          | battery for fleet                           | 07/11/2024   | 165.00         | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 8868                                  | AUTO & TRUCK ELECTRIC, INC | 46669          | 2007 battery                                | 07/18/2024   | 165.00         |            | 100-480-610 Automotive Supplies         | 724       |
| Total 8868:                           |                            |                |                                             |              | 928.00         |            |                                         |           |
| <b>BIG R OF FERNLEY</b>               |                            |                |                                             |              |                |            |                                         |           |
| 20                                    | BIG R OF FERNLEY           | 19831/5        | Work Gloves                                 | 07/02/2024   | 23.90          | 07/18/2024 | 520-810-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19834/55       | Chemical transfer pump                      | 07/02/2024   | 199.95         | 07/18/2024 | 510-810-614 Shop Supplies               | 724       |
| 20                                    | BIG R OF FERNLEY           | 19839/5        | Hardware                                    | 07/03/2024   | 16.98          | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19841/5        | Hardware and garden hose                    | 07/03/2024   | 117.89         | 07/18/2024 | 100-417-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19854/5        | Pipe coupler, pipe plug and emitters        | 07/05/2024   | 59.84          | 07/18/2024 | 100-528-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19863/5        | PS shop supplies                            | 07/08/2024   | 25.38          | 07/18/2024 | 510-840-614 Shop Supplies               | 724       |
| 20                                    | BIG R OF FERNLEY           | 19868/5        | PS Safety PPE                               | 07/08/2024   | 164.50         | 07/18/2024 | 510-840-616 Safety Supplies             | 724       |
| 20                                    | BIG R OF FERNLEY           | 19869/5        | PS plumbing parts                           | 07/08/2024   | 31.67          | 07/18/2024 | 510-840-430 Outside Serv-Repair & Maint | 724       |
| 20                                    | BIG R OF FERNLEY           | 19875/5        | tools for ricci tank clean up               | 07/09/2024   | 93.97          | 07/18/2024 | 510-810-614 Shop Supplies               | 724       |
| 20                                    | BIG R OF FERNLEY           | 19891/5        | screen for vents, hatches, and arv's        | 07/10/2024   | 36.99          | 07/18/2024 | 510-810-614 Shop Supplies               | 724       |
| 20                                    | BIG R OF FERNLEY           | 19899/5        | Nuts and bolts                              | 07/11/2024   | 54.32          | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19902/5        | PS clay valve pilot tube                    | 07/11/2024   | 14.99          | 07/18/2024 | 510-840-430 Outside Serv-Repair & Maint | 724       |
| 20                                    | BIG R OF FERNLEY           | 19904/5        | PS hardware                                 | 07/11/2024   | 14.97          | 07/18/2024 | 510-840-614 Shop Supplies               | 724       |
| 20                                    | BIG R OF FERNLEY           | 19905/5        | Water, oil funnel, and mower oil            | 07/11/2024   | 12.27          | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19917/5        | Hitch ball mount and hitch pin clip         | 07/12/2024   | 64.94          | 07/18/2024 | 100-575-610 Automotive Supplies         | 724       |
| 20                                    | BIG R OF FERNLEY           | 19921/5        | Fence cable, nuts and bolts, and metal link | 07/12/2024   | 16.96          | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19938/5        | Fence screws                                | 07/15/2024   | 15.96          | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19939/5        | Door hook and wall mounted hooks            | 07/15/2024   | 12.97          | 07/18/2024 | 100-417-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19946/5        | Spigot/Valve Key                            | 07/15/2024   | 5.99           | 07/18/2024 | 100-417-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19953/5        | Trimmer Fuel                                | 07/16/2024   | 23.97          | 07/18/2024 | 100-417-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19955/5        | chemical transfer parts and supplies        | 07/16/2024   | 194.94         |            | 510-810-614 Shop Supplies               | 724       |
| 20                                    | BIG R OF FERNLEY           | 19961/5        | Locking pin and water                       | 07/16/2024   | 12.47          | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19971/5        | Bug killer and herbicide                    | 07/17/2024   | 449.79         | 07/18/2024 | 100-475-617 Supplies-Chemical           | 724       |
| 20                                    | BIG R OF FERNLEY           | 19971/5        | Shrub loppers and door key                  | 07/17/2024   | 37.96          | 07/18/2024 | 100-475-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19983/5        | Chain, nuts and blots, and trimmer fuel     | 07/18/2024   | 29.78          | 07/18/2024 | 100-417-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19985/5        | Nails                                       | 07/18/2024   | 4.98           | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19988/5        | Metal chain                                 | 07/18/2024   | 2.96           |            | 100-417-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19989/5        | Interlocking chain snap and metal chain     | 07/18/2024   | 5.55           |            | 100-417-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 19994/5        | Extension cord                              | 07/19/2024   | 22.99          |            | 100-528-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 20012/5        | Gen Supplies Cat food                       | 07/22/2024   | 24.60          |            | 100-525-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 20014/5        | PS Shop supplies                            | 07/22/2024   | 14.98          |            | 510-840-614 Shop Supplies               | 724       |
| 20                                    | BIG R OF FERNLEY           | 20021/5        | Leather gloves                              | 07/23/2024   | 53.90          |            | 100-528-616 Safety Supplies             | 724       |
| 20                                    | BIG R OF FERNLEY           | 20026/5        | Foam roller, paint trays and paint brushes  | 07/24/2024   | 42.39          |            | 100-528-600 General Supplies            | 724       |
| 20                                    | BIG R OF FERNLEY           | 20032/5        | Hitch hooks and safety clip                 | 07/24/2024   | 23.26          |            | 520-810-610 Automotive Supplies         | 724       |
| 20                                    | BIG R OF FERNLEY           | 20038/5        | Gen Supplies Cat                            | 07/25/2024   | 67.37          |            | 100-525-600 General Supplies            | 724       |

| Vendor                               | Vendor Name                          | Invoice Number    | Description                                         | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                | GL Period |
|--------------------------------------|--------------------------------------|-------------------|-----------------------------------------------------|--------------|----------------|------------|-------------------------------------|-----------|
| 20                                   | BIG R OF FERNLEY                     | 20072/5           | Towing ball and steel rod                           | 07/29/2024   | 67.28          |            | 100-575-610 Automotive Supplies     | 724       |
| Total 20:                            |                                      |                   |                                                     |              | 2,063.61       |            |                                     |           |
| BOB'S PRINTING AND SIGNAGE           |                                      |                   |                                                     |              |                |            |                                     |           |
| 6970                                 | BOB'S PRINTING AND SIGNAGE           | 60724-1           | FMC                                                 | 06/25/2024   | 281.40         | 07/18/2024 | 100-425-600 General Supplies        | 624       |
| 6970                                 | BOB'S PRINTING AND SIGNAGE           | 60724-1           | IT                                                  | 06/25/2024   | 151.44         | 07/18/2024 | 100-418-600 General Supplies        | 624       |
| 6970                                 | BOB'S PRINTING AND SIGNAGE           | 60724-1           | Mayor                                               | 06/25/2024   | 83.72          | 07/18/2024 | 100-412-550 Printing and Postage    | 624       |
| 6970                                 | BOB'S PRINTING AND SIGNAGE           | 60724-1           | Bldg                                                | 06/25/2024   | 249.94         | 07/18/2024 | 100-605-550 Printing and Postage    | 624       |
| 6970                                 | BOB'S PRINTING AND SIGNAGE           | 70924-3           | Comm Dev Picetti Park                               | 07/23/2024   | 336.56         |            | 100-413-600 General Supplies        | 724       |
| Total 6970:                          |                                      |                   |                                                     |              | 1,103.06       |            |                                     |           |
| BRADY INDUSTRIES OF NEVADA LLC       |                                      |                   |                                                     |              |                |            |                                     |           |
| 8837                                 | BRADY INDUSTRIES OF NEVADA LLC       | 8861954           | Spray bottles, plastic liner, and glass cleaner     | 06/01/2024   | 365.84         | 07/18/2024 | 100-417-600 General Supplies        | 624       |
| 8837                                 | BRADY INDUSTRIES OF NEVADA LLC       | 9043169           | Paper towels, nitrile gloves, and urinal cleaner    | 07/12/2024   | 182.33         | 07/18/2024 | 100-417-600 General Supplies        | 724       |
| 8837                                 | BRADY INDUSTRIES OF NEVADA LLC       | 9064196           | Paper towels and trash bags                         | 07/19/2024   | 345.23         |            | 100-417-600 General Supplies        | 724       |
| Total 8837:                          |                                      |                   |                                                     |              | 893.40         |            |                                     |           |
| BUREAU OF SAFE DRINKING WATER - NDEP |                                      |                   |                                                     |              |                |            |                                     |           |
| 3021                                 | BUREAU OF SAFE DRINKING WATER - NDEP | LY-0062-C 7/24    | NDEP Water System Permit                            | 07/12/2024   | 6,686.00       |            | 510-840-642 Licenses and Permits    | 724       |
| 3021                                 | BUREAU OF SAFE DRINKING WATER - NDEP | LY-0062-TPAS 7/24 | Water Treatment Plant NDEP Permit                   | 07/12/2024   | 4,823.00       |            | 510-840-642 Licenses and Permits    | 724       |
| Total 3021:                          |                                      |                   |                                                     |              | 11,509.00      |            |                                     |           |
| CARE FLIGHT                          |                                      |                   |                                                     |              |                |            |                                     |           |
| 7204                                 | CARE FLIGHT                          | 71124             | HEALTH INSURANCE/CARE FLIGHT A. NAVARRO             | 07/11/2024   | 6.00           | 07/18/2024 | 100-529-240 Group Insurance         | 724       |
| Total 7204:                          |                                      |                   |                                                     |              | 6.00           |            |                                     |           |
| CDM SMITH                            |                                      |                   |                                                     |              |                |            |                                     |           |
| 8576                                 | CDM SMITH                            | 90210220          | Surface Water treatment integration design services | 06/30/2024   | 68,487.30      | 07/18/2024 | 510-166100 Construction In Progress | 624       |
| Total 8576:                          |                                      |                   |                                                     |              | 68,487.30      |            |                                     |           |
| CDW GOVERNMENT INC.                  |                                      |                   |                                                     |              |                |            |                                     |           |
| 27                                   | CDW GOVERNMENT INC.                  | SK05458           | Laptop                                              | 07/18/2024   | 193.35         | 07/18/2024 | 520-810-530 Communications          | 724       |
| 27                                   | CDW GOVERNMENT INC.                  | SK05458           | Laptop                                              | 07/18/2024   | 193.35         | 07/18/2024 | 510-810-530 Communications          | 724       |
| 27                                   | CDW GOVERNMENT INC.                  | SK05458           | Laptop                                              | 07/18/2024   | 193.35         | 07/18/2024 | 100-417-530 Communications          | 724       |
| 27                                   | CDW GOVERNMENT INC.                  | SK05458           | Laptop                                              | 07/18/2024   | 193.36         | 07/18/2024 | 510-840-530 Communications          | 724       |
| 27                                   | CDW GOVERNMENT INC.                  | SN39078           | New Computers/Equipment                             | 07/26/2024   | 7,666.74       |            | 100-610-605 Minor Equipment         | 724       |

| Vendor                           | Vendor Name                      | Invoice Number    | Description                                      | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
|----------------------------------|----------------------------------|-------------------|--------------------------------------------------|--------------|----------------|------------|------------------------------------------|-----------|
| Total 27:                        |                                  |                   |                                                  |              | 8,440.15       |            |                                          |           |
| CFA, A BOWMAN COMPANY            |                                  |                   |                                                  |              |                |            |                                          |           |
| 499                              | CFA, A BOWMAN COMPANY            | 441269            | In town Park design services                     | 06/30/2024   | 4,652.00       | 07/18/2024 | 230-575-730 Improve Other than Buildings | 624       |
| Total 499:                       |                                  |                   |                                                  |              | 4,652.00       |            |                                          |           |
| CHARTER COMMUNICATIONS           |                                  |                   |                                                  |              |                |            |                                          |           |
| 4479                             | CHARTER COMMUNICATIONS           | 175969701070124   | 69701 Communications July 24 7/1-7/30            | 07/01/2024   | 1,332.51       | 07/18/2024 | 100-417-530 Communications               | 724       |
| 4479                             | CHARTER COMMUNICATIONS           | 175970201070124   | 97020 Communications July24 7/1-7/31             | 07/01/2024   | 382.51         | 07/18/2024 | 100-417-530 Communications               | 724       |
| Total 4479:                      |                                  |                   |                                                  |              | 1,715.02       |            |                                          |           |
| CHASE                            |                                  |                   |                                                  |              |                |            |                                          |           |
| 8748                             | CHASE                            | INV-1428          | 2020 Series Bond Payment - Water Interest        | 08/01/2024   | 26,616.02      | 07/18/2024 | 510-800-860 Interest Expense             | 824       |
| 8748                             | CHASE                            | INV-1428          | 2020 Series Bond Payment - Sewer Interest        | 08/01/2024   | 2,981.03       | 07/18/2024 | 520-800-860 Interest Expense             | 824       |
| Total 8748:                      |                                  |                   |                                                  |              | 29,597.05      |            |                                          |           |
| CITY OF FERNLEY                  |                                  |                   |                                                  |              |                |            |                                          |           |
| 32                               | CITY OF FERNLEY                  | 30.8094.25 JUL 24 | VILLA PARK PAVING & UTILITY RECON. HYDRANT METER | 07/01/2024   | 176.19         | 07/12/2024 | 100-475-730 Improve Other than Buildings | 724       |
| Total 32:                        |                                  |                   |                                                  |              | 176.19         |            |                                          |           |
| CIVIC PLUS                       |                                  |                   |                                                  |              |                |            |                                          |           |
| 3028                             | CIVIC PLUS                       | 304672            | Civic Plus Annual Hosting FY24-25                | 07/01/2024   | 31,870.31      | 07/25/2024 | 100-418-342 Tech Services-Other          | 724       |
| 3028                             | CIVIC PLUS                       | 308243            | Civic Plus Com Dev FY 24-25                      | 07/31/2024   | 55,500.00      | 07/25/2024 | 100-418-342 Tech Services-Other          | 724       |
| 3028                             | CIVIC PLUS                       | 310232            | CivicRec Financial Extract Template              | 07/16/2024   | 1,250.00       | 07/18/2024 | 100-575-322 Prof Serv-Other              | 724       |
| 3028                             | CIVIC PLUS                       | 310232            | CivicRec Financial Extract Template              | 07/16/2024   | 1,250.00       | 07/18/2024 | 100-417-322 Prof Serv-Other              | 724       |
| Total 3028:                      |                                  |                   |                                                  |              | 89,870.31      |            |                                          |           |
| COLONIAL INSURANCE               |                                  |                   |                                                  |              |                |            |                                          |           |
| 3520                             | COLONIAL INSURANCE               | 31039340801076    | E3103934 SUPPLEMENTAL INSURANC                   | 08/01/2024   | 361.10         | 07/25/2024 | 100-218000 COLONIAL INSURANCE PAYABL     | 824       |
| Total 3520:                      |                                  |                   |                                                  |              | 361.10         |            |                                          |           |
| CONSTRUCTION MATERIALS ENGINEERS |                                  |                   |                                                  |              |                |            |                                          |           |
| 5587                             | CONSTRUCTION MATERIALS ENGINEERS | 16047             | CRRC inspection and testing services             | 06/30/2024   | 14,167.00      | 07/18/2024 | 220-480-810 ARPA                         | 624       |
| Total 5587:                      |                                  |                   |                                                  |              | 14,167.00      |            |                                          |           |

| Vendor                                   | Vendor Name                             | Invoice Number     | Description                                            | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                 | GL Period |
|------------------------------------------|-----------------------------------------|--------------------|--------------------------------------------------------|--------------|----------------|------------|--------------------------------------|-----------|
| CORE CONSTRUCTION SERVICES OF NEVADA,INC |                                         |                    |                                                        |              |                |            |                                      |           |
| 8916                                     | CORE CONSTRUCTION SERVICES OF NEVADA,IN | Pay Request 5 CRRC | Community Response and Resource Center Phase 1 Constru | 06/30/2024   | 876,886.22     | 07/18/2024 | 220-480-810 ARPA                     | 624       |
| Total 8916:                              |                                         |                    |                                                        |              | 876,886.22     |            |                                      |           |
| CSG FORTE PAYMENTS, INC                  |                                         |                    |                                                        |              |                |            |                                      |           |
| 8996                                     | CSG FORTE PAYMENTS, INC                 | 12231421/1551      | CREDIT CARD PROCESSING-CIVIC REC 343427                | 06/30/2024   | 8.14           | 07/10/2024 | 100-575-322 Prof Serv-Other          | 624       |
| 8996                                     | CSG FORTE PAYMENTS, INC                 | 12231421/1551      | CREDIT CARD PROCESSING-CIVIC REC 343426                | 06/30/2024   | 8.15           | 07/10/2024 | 100-417-322 Prof Serv-Other          | 624       |
| 8996                                     | CSG FORTE PAYMENTS, INC                 | 1754345            | Magtek eDynamo credit card reader                      | 07/15/2024   | 225.55         | 07/18/2024 | 100-416-600 General Supplies         | 724       |
| 8996                                     | CSG FORTE PAYMENTS, INC                 | 1754345            | Magtek eDynamo credit card reader                      | 07/15/2024   | 225.55         | 07/18/2024 | 100-529-600 General Supplies         | 724       |
| 8996                                     | CSG FORTE PAYMENTS, INC                 | 1754345            | Magtek eDynamo credit card reader                      | 07/15/2024   | 451.10         | 07/18/2024 | 100-605-600 General Supplies         | 724       |
| 8996                                     | CSG FORTE PAYMENTS, INC                 | 1754345            | Magtek eDynamo credit card reader                      | 07/15/2024   | 225.55         | 07/18/2024 | 100-610-600 General Supplies         | 724       |
| Total 8996:                              |                                         |                    |                                                        |              | 1,144.04       |            |                                      |           |
| CUMMING MANAGEMENT GROUP, INC            |                                         |                    |                                                        |              |                |            |                                      |           |
| 8889                                     | CUMMING MANAGEMENT GROUP, INC           | 149550             | CRRC Services June 1 June 30 2024                      | 06/30/2024   | 33,043.00      | 07/18/2024 | 220-480-810 ARPA                     | 624       |
| Total 8889:                              |                                         |                    |                                                        |              | 33,043.00      |            |                                      |           |
| DESERT COMMERCIAL SWEEPING               |                                         |                    |                                                        |              |                |            |                                      |           |
| 7804                                     | DESERT COMMERCIAL SWEEPING              | 14370              | Street sweeping                                        | 07/02/2024   | 8,360.00       | 07/25/2024 | 100-475-420 Outside Services         | 724       |
| Total 7804:                              |                                         |                    |                                                        |              | 8,360.00       |            |                                      |           |
| DOWL, LLC                                |                                         |                    |                                                        |              |                |            |                                      |           |
| 8931                                     | DOWL, LLC                               | 2024-6             | Survey Services                                        | 06/30/2024   | 1,260.00       | 07/18/2024 | 100-610-320 Prof Serv-Engineering    | 624       |
| 8931                                     | DOWL, LLC                               | 7363.30292.01-9    | Oncall GIS support services                            | 06/30/2024   | 1,159.50       | 07/18/2024 | 100-417-320 Prof Serv-Engineering    | 624       |
| 8931                                     | DOWL, LLC                               | 7363.30292.01-9    | Oncall GIS support services                            | 06/30/2024   | 1,159.50       | 07/18/2024 | 520-810-320 Prof Serv-Engineering    | 624       |
| 8931                                     | DOWL, LLC                               | 7363.30292.01-9    | Oncall GIS support services                            | 06/30/2024   | 1,159.50       | 07/18/2024 | 100-475-320 Prof Serv-Engineering    | 624       |
| 8931                                     | DOWL, LLC                               | 7363.30292.01-9    | Oncall GIS support services                            | 06/30/2024   | 1,159.50       | 07/18/2024 | 510-810-320 Prof Serv-Engineering    | 624       |
| 8931                                     | DOWL, LLC                               | 7363.30292.01-9    | Oncall GIS support services                            | 06/30/2024   | 1,159.50       | 07/18/2024 | 100-575-320 Prof Serv-Engineering    | 624       |
| Total 8931:                              |                                         |                    |                                                        |              | 7,057.50       |            |                                      |           |
| EMPLOYEES, CITY OF FERNLEY               |                                         |                    |                                                        |              |                |            |                                      |           |
| 8639                                     | EMPLOYEES, CITY OF FERNLEY              | EX3ZV6LW           | REIMB FOR NOTARY BOND                                  | 07/25/2025   | 25.00          |            | 520-810-322 Prof Serv-Other          | 724       |
| 8639                                     | EMPLOYEES, CITY OF FERNLEY              | EX3ZV6LW           | REIMB FOR NOTARY BOND                                  | 07/25/2025   | 25.00          |            | 510-810-322 Prof Serv-Other          | 724       |
| 8639                                     | EMPLOYEES, CITY OF FERNLEY              | PARK 7.12.24       | REFUND FOR PARK RESERVATION, RIVER RANCH PARK          | 07/12/2024   | 15.00          | 07/18/2024 | 245-360-700 Park Rental Fees         | 724       |
| 8639                                     | EMPLOYEES, CITY OF FERNLEY              | PPE7192024         | PAYROLL CHECK FOR 7/8-7/19/2024                        | 07/26/2024   | 2,072.49       | 07/26/2024 | 100-210000 SALARIES AND WAGES PAYABL | 724       |
| 8639                                     | EMPLOYEES, CITY OF FERNLEY              | WD 7.15.24         | REIMB FOR WD GRADE 1 TESTING                           | 07/15/2024   | 69.00          | 07/25/2024 | 510-810-580 Training                 | 724       |
| Total 8639:                              |                                         |                    |                                                        |              | 2,206.49       |            |                                      |           |

| Vendor                            | Vendor Name                       | Invoice Number        | Description                                       | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title |                              | GL Period |
|-----------------------------------|-----------------------------------|-----------------------|---------------------------------------------------|--------------|----------------|------------|----------------------|------------------------------|-----------|
| F.W. CARSON CO                    |                                   |                       |                                                   |              |                |            |                      |                              |           |
| 8993                              | F.W. CARSON CO                    | Pay Request 5 - Villa | Villa Park water main reconstruction              | 05/31/2024   | 105,118.86     | 07/25/2024 | 510-166100           | Construction In Progress     | 524       |
| 8993                              | F.W. CARSON CO                    | Pay Request 5 - Villa | Villa Park streets and storm drain reconstruction | 05/31/2024   | 544,459.46     | 07/25/2024 | 100-475-730          | Improve Other than Buildings | 524       |
| 8993                              | F.W. CARSON CO                    | Pay Request 5 - Villa | Villa Park sewer main reconstruction              | 05/31/2024   | 121,508.24     | 07/25/2024 | 520-166100           | Construction In Progress     | 524       |
| 8993                              | F.W. CARSON CO                    | Pay Request 6 - Villa | Villa Park Sewer Main replacement                 | 06/30/2024   | 7,930.00       | 07/25/2024 | 520-166100           | Construction In Progress     | 624       |
| 8993                              | F.W. CARSON CO                    | Pay Request 6 - Villa | Villa Park Water main replacement                 | 06/30/2024   | 103,694.99     | 07/25/2024 | 510-166100           | Construction In Progress     | 624       |
| 8993                              | F.W. CARSON CO                    | Pay Request 6 - Villa | Villa Park street and strom drain reconstruction  | 06/30/2024   | 179,623.40     | 07/25/2024 | 100-475-730          | Improve Other than Buildings | 624       |
| Total 8993:                       |                                   |                       |                                                   |              | 1,062,334.95   |            |                      |                              |           |
| FERNLEY ART & CULTURE EVENT SQUAD |                                   |                       |                                                   |              |                |            |                      |                              |           |
| 8729                              | FERNLEY ART & CULTURE EVENT SQUAD | FinalFY23/24 R2       | Aces Final FY23/24 R2                             | 06/24/2024   | 10,900.00      | 07/18/2024 | 225-575-650          | Community Support            | 624       |
| Total 8729:                       |                                   |                       |                                                   |              | 10,900.00      |            |                      |                              |           |
| FLORES, ROBERT C.                 |                                   |                       |                                                   |              |                |            |                      |                              |           |
| 9012                              | FLORES, ROBERT C.                 | 71024                 | PLANNING COMMISSION STIPEND                       | 07/10/2024   | 80.00          | 07/18/2024 | 100-610-322          | Prof Serv-Other              | 724       |
| Total 9012:                       |                                   |                       |                                                   |              | 80.00          |            |                      |                              |           |
| FLYERS ENERGY, LLC                |                                   |                       |                                                   |              |                |            |                      |                              |           |
| 18                                | FLYERS ENERGY, LLC                | 24-132736             | Well house motor oil                              | 07/09/2024   | 1,348.05       | 07/18/2024 | 510-840-430          | Outside Serv-Repair & Maint  | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-WD                                       | 07/15/2024   | 1,460.28       | 07/25/2024 | 510-810-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-FLEET                                    | 07/15/2024   | 285.93         | 07/25/2024 | 100-480-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-FACILITIES                               | 07/15/2024   | 188.73         | 07/25/2024 | 100-417-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-WTP                                      | 07/15/2024   | 106.79         | 07/25/2024 | 510-840-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-COURT                                    | 07/15/2024   | 57.08          | 07/25/2024 | 100-425-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-CM                                       | 07/15/2024   | 64.93          | 07/25/2024 | 100-413-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-ANIMAL CONTROL                           | 07/15/2024   | 330.04         | 07/25/2024 | 100-525-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-VECTOR                                   | 07/15/2024   | 42.35          | 07/25/2024 | 100-525-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-STREETS                                  | 07/15/2024   | 1,145.78       | 07/25/2024 | 100-475-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-BUILDING                                 | 07/15/2024   | 278.92         | 07/25/2024 | 100-605-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-PARKS                                    | 07/15/2024   | 344.27         | 07/25/2024 | 100-575-626          | Gasoline                     | 724       |
| 18                                | FLYERS ENERGY, LLC                | CFS-3914400           | GASOLINE-WW                                       | 07/15/2024   | 1,768.80       | 07/25/2024 | 520-810-626          | Gasoline                     | 724       |
| Total 18:                         |                                   |                       |                                                   |              | 7,421.95       |            |                      |                              |           |
| Garvin, Tessa                     |                                   |                       |                                                   |              |                |            |                      |                              |           |
| 9010                              | Garvin, Tessa                     | 71024                 | PLANNING COMMISSION STIPEND                       | 07/10/2024   | 80.00          | 07/18/2024 | 100-610-322          | Prof Serv-Other              | 724       |
| Total 9010:                       |                                   |                       |                                                   |              | 80.00          |            |                      |                              |           |
| GRAINGER                          |                                   |                       |                                                   |              |                |            |                      |                              |           |
| 252                               | GRAINGER                          | 9178779840            | PS safety ppe                                     | 07/11/2024   | 153.43         | 07/18/2024 | 510-840-616          | Safety Supplies              | 724       |



| Vendor                          | Vendor Name                     | Invoice Number | Description                                             | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title |                             | GL Period |
|---------------------------------|---------------------------------|----------------|---------------------------------------------------------|--------------|----------------|------------|----------------------|-----------------------------|-----------|
| Total 252:                      |                                 |                |                                                         |              | 153.43         |            |                      |                             |           |
| GRANITE TELECOMMUNICATIONS, LLC |                                 |                |                                                         |              |                |            |                      |                             |           |
| 8838                            | GRANITE TELECOMMUNICATIONS, LLC | 652439204      | Communications July 24                                  | 07/04/2024   | 211.63         | 07/18/2024 | 100-417-530          | Communications              | 724       |
| Total 8838:                     |                                 |                |                                                         |              | 211.63         |            |                      |                             |           |
| H&H INVESTMENTS & TOOL SUPPLY   |                                 |                |                                                         |              |                |            |                      |                             |           |
| 8987                            | H&H INVESTMENTS & TOOL SUPPLY   | 56090          | TOOLS FOR FLEET                                         | 07/10/2024   | 197.17         | 07/18/2024 | 100-480-600          | General Supplies            | 724       |
| Total 8987:                     |                                 |                |                                                         |              | 197.17         |            |                      |                             |           |
| HACH COMPANY                    |                                 |                |                                                         |              |                |            |                      |                             |           |
| 406                             | HACH COMPANY                    | 14096610       | PS Replacement CL17 and Spare                           | 07/08/2024   | 5,710.80       | 07/18/2024 | 510-840-430          | Outside Serv-Repair & Maint | 724       |
| Total 406:                      |                                 |                |                                                         |              | 5,710.80       |            |                      |                             |           |
| HANNEMAN SERVICE                |                                 |                |                                                         |              |                |            |                      |                             |           |
| 70                              | HANNEMAN SERVICE                | 111853         | Misc. Service Labor                                     | 06/27/2024   | 145.00         | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 111854         | Misc. Service Labor                                     | 06/26/2024   | 145.00         | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 111855         | Misc. Service Labor                                     | 06/27/2024   | 145.00         | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 111856         | Misc Service Labor                                      | 06/26/2024   | 145.00         | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 111857         | Misc. Service Labor                                     | 07/18/2024   | 145.00         |            | 100-605-322          | Prof Serv-Other             | 724       |
| 70                              | HANNEMAN SERVICE                | 111859         | Misc. Service Labor                                     | 08/17/2024   | 145.00         |            | 100-605-322          | Prof Serv-Other             | 824       |
| 70                              | HANNEMAN SERVICE                | 111860         | Misc. Service Labor                                     | 07/17/2024   | 55.00          |            | 100-605-322          | Prof Serv-Other             | 724       |
| 70                              | HANNEMAN SERVICE                | 111861         | Misc. Service Labor                                     | 07/13/2024   | 145.00         |            | 100-605-322          | Prof Serv-Other             | 724       |
| 70                              | HANNEMAN SERVICE                | 13888          | 04 Hyundai Sonata No Plates                             | 06/27/2024   | 55.00          | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 13914          | 08 Chrysler Town and Country No plates Out of town park | 07/13/2024   | 55.00          |            | 100-605-322          | Prof Serv-Other             | 724       |
| 70                              | HANNEMAN SERVICE                | 13922          | 2003 Chevrolet Cavalier Silver NV 435k00 728 Tamsen     | 07/17/2024   | 55.00          |            | 100-605-322          | Prof Serv-Other             | 724       |
| 70                              | HANNEMAN SERVICE                | 13954          | 1996 Ford Crown Victorian Green NV 467V64 Truckee Lane  | 06/28/2024   | 55.00          | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 13955          | Chevy Metro Season Drive Red                            | 06/27/2024   | 55.00          | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 13956          | 2004 Cadillac SRX NV 836X14 975 Cold Water              | 06/26/2024   | 55.00          | 07/18/2024 | 100-605-322          | Prof Serv-Other             | 624       |
| 70                              | HANNEMAN SERVICE                | 13963          | 1999 Dodge Caravan No Plates Corner of Cook and Jones   | 07/08/2024   | 55.00          |            | 100-605-322          | Prof Serv-Other             | 724       |
| 70                              | HANNEMAN SERVICE                | 13965          | 2004 Jeep Grand Cherokee NV 0970                        | 07/08/2024   | 55.00          |            | 100-605-322          | Prof Serv-Other             | 724       |
| Total 70:                       |                                 |                |                                                         |              | 1,510.00       |            |                      |                             |           |
| HERC RENTALS                    |                                 |                |                                                         |              |                |            |                      |                             |           |
| 8732                            | HERC RENTALS                    | 34735552-001   | Light Tower                                             | 07/05/2024   | 166.23         | 07/18/2024 | 100-575-441          | Rentals                     | 724       |
| Total 8732:                     |                                 |                |                                                         |              | 166.23         |            |                      |                             |           |

| Vendor                              | Vendor Name                         | Invoice Number | Description                            | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                 | GL Period |
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| HOMETOWN HEALTH                     |                                     |                |                                        |              |                |            |                                      |           |
| 4842                                | HOMETOWN HEALTH                     | 24901-039      | 3721P GROUP HEALTH INSURANCE           | 08/01/2024   | 87,665.31      | 07/25/2024 | 100-217000 HEALTH INSURANCE PAYABLE  | 824       |
| Total 4842:                         |                                     |                |                                        |              | 87,665.31      |            |                                      |           |
| IBEW Local 1245                     |                                     |                |                                        |              |                |            |                                      |           |
| 83                                  | IBEW Local 1245                     | JUL 2024-1     | UNION DUES, ONE HALF OF MONTH          | 07/12/2024   | 1,162.10       | 07/12/2024 | 100-219900 OTHER PAYROLL PAYABLES    | 724       |
| 83                                  | IBEW Local 1245                     | JULY 2024-2    | UNION DUES, ONE HALF OF MONTH          | 07/26/2024   | 1,008.72       | 07/26/2024 | 100-219900 OTHER PAYROLL PAYABLES    | 724       |
| Total 83:                           |                                     |                |                                        |              | 2,170.82       |            |                                      |           |
| IDEMIA IDENTITY & SECURITY USA LLC  |                                     |                |                                        |              |                |            |                                      |           |
| 8961                                | IDEMIA IDENTITY & SECURITY USA LLC  | 171019         | Fingerprint Maintenance                | 07/01/2024   | 2,339.00       | 07/25/2024 | 200-425-605 Minor Equipment          | 724       |
| Total 8961:                         |                                     |                |                                        |              | 2,339.00       |            |                                      |           |
| INTERNAL REVENUE SERVICE            |                                     |                |                                        |              |                |            |                                      |           |
| 7879                                | INTERNAL REVENUE SERVICE            | JUL 2024-1     | FICA TAX PAYABLE, PAYROLL              | 07/12/2024   | 568.14         | 07/12/2024 | 100-211000 FICA PAYABLE              | 724       |
| 7879                                | INTERNAL REVENUE SERVICE            | JUL 2024-1     | W/HOLD TAX PAYABLE, PAYROLL            | 07/12/2024   | 25,494.12      | 07/12/2024 | 100-212000 FEDERAL WITHHOLDING PAYAB | 724       |
| 7879                                | INTERNAL REVENUE SERVICE            | JUL 2024-1     | MED TAX PAYABLE, PAYROLL               | 07/12/2024   | 6,762.64       | 07/12/2024 | 100-212000 FEDERAL WITHHOLDING PAYAB | 724       |
| 7879                                | INTERNAL REVENUE SERVICE            | JULY 2024-2    | FICA TAX PAYABLE, PAYROLL              | 07/26/2024   | 509.54         | 07/26/2024 | 100-211000 FICA PAYABLE              | 724       |
| 7879                                | INTERNAL REVENUE SERVICE            | JULY 2024-2    | MED TAX PAYABLE, PAYROLL               | 07/26/2024   | 6,428.64       | 07/26/2024 | 100-212000 FEDERAL WITHHOLDING PAYAB | 724       |
| 7879                                | INTERNAL REVENUE SERVICE            | JULY 2024-2    | W/HOLD TAX PAYABLE, PAYROLL            | 07/26/2024   | 22,995.80      | 07/26/2024 | 100-212000 FEDERAL WITHHOLDING PAYAB | 724       |
| Total 7879:                         |                                     |                |                                        |              | 62,758.88      |            |                                      |           |
| INTERNATIONAL INSTITUTE OF          |                                     |                |                                        |              |                |            |                                      |           |
| 8184                                | INTERNATIONAL INSTITUTE OF          | 19801          | Kim Swanson & Brenda Gosser Membership | 07/09/2024   | 310.00         |            | 100-416-581 Dues and Memberships     | 724       |
| Total 8184:                         |                                     |                |                                        |              | 310.00         |            |                                      |           |
| INTERSTATE OIL COMPANY              |                                     |                |                                        |              |                |            |                                      |           |
| 4329                                | INTERSTATE OIL COMPANY              | 850799-IN      | OIL AND FILTERS FOR FLEET              | 07/09/2024   | 318.64         | 07/18/2024 | 100-480-610 Automotive Supplies      | 724       |
| 4329                                | INTERSTATE OIL COMPANY              | TW79482-IN     | bulk fuel gas                          | 07/16/2024   | 383.70         | 07/18/2024 | 100-475-626 Gasoline                 | 724       |
| 4329                                | INTERSTATE OIL COMPANY              | TW79482-IN     | bulk fuel gas                          | 07/16/2024   | 383.69         | 07/18/2024 | 100-575-626 Gasoline                 | 724       |
| 4329                                | INTERSTATE OIL COMPANY              | TW79482-IN     | bulk fuel                              | 07/16/2024   | 1,574.65       | 07/18/2024 | 100-480-625 Bulk Diesel              | 724       |
| Total 4329:                         |                                     |                |                                        |              | 2,660.68       |            |                                      |           |
| JOHNSON CONTROLS FIRE PROTECTION LP |                                     |                |                                        |              |                |            |                                      |           |
| 8667                                | JOHNSON CONTROLS FIRE PROTECTION LP | 52086655       | Replaced fire alarm annunciator        | 07/11/2024   | 715.06         | 07/25/2024 | 100-417-420 Outside Services         | 724       |
| Total 8667:                         |                                     |                |                                        |              | 715.06         |            |                                      |           |

| Vendor                           | Vendor Name                      | Invoice Number | Description                                     | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
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| KIMLEY-HORN AND ASSOCIATES, INC. |                                  |                |                                                 |              |                |            |                                         |           |
| 8715                             | KIMLEY-HORN AND ASSOCIATES, INC. | 28537237       | SW Fernley Area Plan                            | 06/29/2024   | 9,449.50       | 07/18/2024 | 100-610-322 Prof Serv-Other             | 624       |
| Total 8715:                      |                                  |                |                                                 |              | 9,449.50       |            |                                         |           |
| KOLVET, BRENT                    |                                  |                |                                                 |              |                |            |                                         |           |
| 8611                             | KOLVET, BRENT                    | 72224          | CONFLICT-RYAN JENKINS AND OTHERS                | 07/22/2024   | 396.00         | 07/25/2024 | 100-425-335 Prof Serv-Senior Judge      | 724       |
| Total 8611:                      |                                  |                |                                                 |              | 396.00         |            |                                         |           |
| LB FENCE COMPANY                 |                                  |                |                                                 |              |                |            |                                         |           |
| 8631                             | LB FENCE COMPANY                 | 2067           | Gate remote controls                            | 07/22/2024   | 514.00         |            | 100-417-600 General Supplies            | 724       |
| Total 8631:                      |                                  |                |                                                 |              | 514.00         |            |                                         |           |
| LEMONS, GRUNDY & EISENBERG       |                                  |                |                                                 |              |                |            |                                         |           |
| 8835                             | LEMONS, GRUNDY & EISENBERG       | 8 7/24         | HR                                              | 07/08/2024   | 185.00         |            | 100-414-310 Prof Serv-Legal             | 724       |
| Total 8835:                      |                                  |                |                                                 |              | 185.00         |            |                                         |           |
| LOWES CREDIT SERVICES            |                                  |                |                                                 |              |                |            |                                         |           |
| 7650                             | LOWES CREDIT SERVICES            | 70984          | Wood                                            | 07/18/2024   | 79.72          |            | 100-575-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 78415          | Leather gloves                                  | 07/22/2024   | 34.16          |            | 100-475-616 Safety Supplies             | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 78415          | Metal chain snap, cable ties, and metal u-posts | 07/22/2024   | 247.28         |            | 100-475-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 78494          | Key box and temporary fencing                   | 07/22/2024   | 75.85          |            | 100-475-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 79310          | Paint, paint cups, rags, and wood               | 07/22/2024   | 423.09         |            | 100-575-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 80230          | PS Plant Tools                                  | 07/23/2024   | 73.90          |            | 510-840-614 Shop Supplies               | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 80433          | Landscape plants                                | 07/23/2024   | 397.57         |            | 100-575-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 82213          | PS Sink Repair                                  | 07/08/2024   | 82.59          | 07/18/2024 | 510-840-430 Outside Serv-Repair & Maint | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 85279          | parts for blend tank entry sensor               | 07/10/2024   | 5.66           |            | 510-810-614 Shop Supplies               | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 86027          | CMO Desk Credenza Supplies-Clamps               | 06/26/2024   | 38.41          | 07/18/2024 | 100-413-600 General Supplies            | 624       |
| 7650                             | LOWES CREDIT SERVICES            | 86228          | Misc Supplies                                   | 07/10/2024   | 53.69          | 07/18/2024 | 520-810-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 87158          | Portable AC Units                               | 07/11/2024   | 433.20         | 07/18/2024 | 100-417-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 89990          | CMO Desk Credenza Supplies-Cedar-Paint          | 06/28/2024   | 72.96          | 07/18/2024 | 100-413-600 General Supplies            | 624       |
| 7650                             | LOWES CREDIT SERVICES            | 92264          | SHOP SUPPLIES FOR FLEET                         | 07/29/2024   | 17.48          |            | 100-480-610 Automotive Supplies         | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 93529          | Hitch pin and tape measure                      | 07/30/2024   | 56.96          |            | 510-810-614 Shop Supplies               | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 95781          | Sprinkler system repair                         | 07/15/2024   | 48.15          |            | 100-575-430 Outside Serv-Repair & Maint | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 97414          | Pressure treated wood                           | 07/16/2024   | 139.51         | 07/18/2024 | 100-575-600 General Supplies            | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 982347         | PS shop supplies                                | 06/10/2024   | 71.18          | 07/18/2024 | 510-840-614 Shop Supplies               | 624       |
| 7650                             | LOWES CREDIT SERVICES            | 984870-NEEDFP  | CMO Credenza                                    | 06/11/2024   | 211.73         | 07/25/2024 | 100-413-600 General Supplies            | 624       |
| 7650                             | LOWES CREDIT SERVICES            | 989785-ngtwdd  | well house paint                                | 06/28/2024   | 204.38         | 07/25/2024 | 510-810-614 Shop Supplies               | 624       |
| 7650                             | LOWES CREDIT SERVICES            | 99174          | PS Plant Supplies                               | 07/17/2024   | 21.58          |            | 510-810-614 Shop Supplies               | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 99202          | PS Maint. Tools/ Supplies                       | 07/02/2024   | 369.53         | 07/18/2024 | 510-810-614 Shop Supplies               | 724       |
| 7650                             | LOWES CREDIT SERVICES            | 99204          | PS Maint. Equipment                             | 07/02/2024   | 349.60         | 07/18/2024 | 510-810-430 Outside Serv-Repair & Maint | 724       |

| Vendor                            | Vendor Name                | Invoice Number | Description                                          | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
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| 7650                              | LOWES CREDIT SERVICES      | 99452          | CMO Desk Credenza Supplies                           | 06/18/2024   | 140.27         | 07/18/2024 | 100-413-600 General Supplies             | 624       |
| Total 7650:                       |                            |                |                                                      |              | 3,648.45       |            |                                          |           |
| <b>LP INSURANCE SERVICES, INC</b> |                            |                |                                                      |              |                |            |                                          |           |
| 8746                              | LP INSURANCE SERVICES, INC | 929411         | EB Benefits SEP 24                                   | 07/18/2024   | 2,500.00       |            | 100-413-322 Prof Serv-Other              | 724       |
| Total 8746:                       |                            |                |                                                      |              | 2,500.00       |            |                                          |           |
| <b>LUMOS &amp; ASSOCIATES INC</b> |                            |                |                                                      |              |                |            |                                          |           |
| 370                               | LUMOS & ASSOCIATES INC     | 123328         | WWTP PER                                             | 06/27/2024   | 13,844.50      | 07/18/2024 | 520-810-320 Prof Serv-Engineering        | 624       |
| 370                               | LUMOS & ASSOCIATES INC     | 123416         | WWTP PER                                             | 07/02/2024   | 4,395.50       | 07/18/2024 | 520-810-320 Prof Serv-Engineering        | 724       |
| 370                               | LUMOS & ASSOCIATES INC     | 123454         | Farm District Road flashing beacons design documents | 06/30/2024   | 4,783.00       | 07/18/2024 | 100-475-730 Improve Other than Buildings | 624       |
| 370                               | LUMOS & ASSOCIATES INC     | 123456         | FY23/24 PMP Maintenance Project                      | 06/30/2024   | 12,919.50      | 07/18/2024 | 100-475-430 Outside Serv-Repair & Maint  | 624       |
| Total 370:                        |                            |                |                                                      |              | 35,942.50      |            |                                          |           |
| <b>LYON COUNTY COMPTROLLER</b>    |                            |                |                                                      |              |                |            |                                          |           |
| 107                               | LYON COUNTY COMPTROLLER    | JULY 2024      | LYON COUNTY SHELTER AGREEMENT                        | 07/01/2024   | 3,000.00       | 07/18/2024 | 100-525-346 Co Shelter Agreement         | 724       |
| Total 107:                        |                            |                |                                                      |              | 3,000.00       |            |                                          |           |
| <b>LYON COUNTY HUMAN SERVICES</b> |                            |                |                                                      |              |                |            |                                          |           |
| 3266                              | LYON COUNTY HUMAN SERVICES | FEARPA2024-06  | Fernley ARPA Jun 2024                                | 06/30/2024   | 3,034.10       | 07/18/2024 | 220-480-810 ARPA                         | 624       |
| Total 3266:                       |                            |                |                                                      |              | 3,034.10       |            |                                          |           |
| <b>LYON COUNTY RECORDER</b>       |                            |                |                                                      |              |                |            |                                          |           |
| 108                               | LYON COUNTY RECORDER       | 2019126        | LIEN REL-337 APPALOOSA WAY, APN 020-191-26           | 07/19/2024   | 43.00          | 07/25/2024 | 510-810-322 Prof Serv-Other              | 724       |
| 108                               | LYON COUNTY RECORDER       | 2244102 JUL 24 | LIEN REL- 765 PALOMINO DR RE-RECORDING DUE TO E      | 07/10/2024   | 43.00          | 07/12/2024 | 510-810-322 Prof Serv-Other              | 724       |
| Total 108:                        |                            |                |                                                      |              | 86.00          |            |                                          |           |
| <b>MATHEUS, SENIOR JUDGE LORI</b> |                            |                |                                                      |              |                |            |                                          |           |
| 8042                              | MATHEUS, SENIOR JUDGE LORI | JULY 2024      | MUNICIPAL COURT JUDGE                                | 07/31/2024   | 3,750.00       | 07/25/2024 | 100-425-322 Prof Serv-Other              | 724       |
| Total 8042:                       |                            |                |                                                      |              | 3,750.00       |            |                                          |           |
| <b>MCDONALD CARANO</b>            |                            |                |                                                      |              |                |            |                                          |           |
| 322                               | MCDONALD CARANO            | 12485068       | land use                                             | 06/30/2024   | 1,697.50       | 07/18/2024 | 100-414-310 Prof Serv-Legal              | 624       |
| Total 322:                        |                            |                |                                                      |              | 1,697.50       |            |                                          |           |

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| METLIFE SMALL BUSINESS CENTER          |                                        |                |                                                    |              |                |            |                                            |           |
| 5387                                   | METLIFE SMALL BUSINESS CENTER          | AUG 2024       | 5952725 GROUP DENTAL INSURANCE                     | 08/01/2024   | 6,042.28       | 07/18/2024 | 100-217100 Dental Insurance Payable MetL   | 824       |
| 5387                                   | METLIFE SMALL BUSINESS CENTER          | AUG 2024       | 5952725 GROUP LIFE/ADD LTD/STD INSURANCE           | 08/01/2024   | 3,951.54       | 07/18/2024 | 100-217300 Life/ADD LTD/STD Anthem Payabl  | 824       |
| 5387                                   | METLIFE SMALL BUSINESS CENTER          | AUG 2024       | 5952725 GROUP VISION INSURANCE                     | 08/01/2024   | 1,056.45       | 07/18/2024 | 100-217200 Vision Insurance Payable MetL   | 824       |
| Total 5387:                            |                                        |                |                                                    |              | 11,050.27      |            |                                            |           |
| MICROSOFT                              |                                        |                |                                                    |              |                |            |                                            |           |
| 8539                                   | MICROSOFT                              | E0200SB2M7     | Tech Services 4/15-6/14/24                         | 06/15/2024   | 27,048.00      | 07/18/2024 | 100-418-342 Tech Services-Other            | 624       |
| Total 8539:                            |                                        |                |                                                    |              | 27,048.00      |            |                                            |           |
| MISCELLANEOUS ONE TIME VENDOR          |                                        |                |                                                    |              |                |            |                                            |           |
| 1111                                   | MISCELLANEOUS ONE TIME VENDOR          | 71224          | REFUND PLANNING PLAN REVIEW                        | 07/12/2024   | 118.10         | 07/12/2024 | 100-320-210 Planning and Zoning Fees       | 724       |
| 1111                                   | MISCELLANEOUS ONE TIME VENDOR          | 7252024        | PERMIT FEE REFUND BP24-468                         | 07/25/2024   | 295.25         |            | 100-320-200 Building and Civil Permit Fees | 724       |
| 1111                                   | MISCELLANEOUS ONE TIME VENDOR          | 72524          | SENIOR CENTER RESERVATION DEPOSIT                  | 07/25/2024   | 485.00         | 07/25/2024 | 100-610-322 Prof Serv-Other                | 724       |
| 1111                                   | MISCELLANEOUS ONE TIME VENDOR          | EN2024-007     | RELEASE BOND; 850 AGATE WAY                        | 07/18/2024   | 500.00         | 07/25/2024 | 100-228300 Customer Deposits/Bonds - Dev   | 724       |
| 1111                                   | MISCELLANEOUS ONE TIME VENDOR          | EN2024-008     | RELEASE BOND; 860 AGATE WAY                        | 07/18/2024   | 500.00         | 07/25/2024 | 100-228300 Customer Deposits/Bonds - Dev   | 724       |
| 1111                                   | MISCELLANEOUS ONE TIME VENDOR          | EN2024-009     | RELEASE BOND; 870 AGATE WAY                        | 07/18/2024   | 500.00         | 07/25/2024 | 100-228300 Customer Deposits/Bonds - Dev   | 724       |
| 1111                                   | MISCELLANEOUS ONE TIME VENDOR          | PARK 7.24.24   | PARK KEY DEPOSIT REFUND                            | 07/24/2024   | 35.00          | 07/25/2024 | 245-360-700 Park Rental Fees               | 724       |
| Total 1111:                            |                                        |                |                                                    |              | 2,433.35       |            |                                            |           |
| MOSS & SONS LANDSCAPING & CONCRETE LLC |                                        |                |                                                    |              |                |            |                                            |           |
| 8948                                   | MOSS & SONS LANDSCAPING & CONCRETE LLC | 1838           | Pickleball Court Construction at Green Valley Park | 06/28/2024   | 13,500.00      | 07/18/2024 | 100-575-322 Prof Serv-Other                | 624       |
| 8948                                   | MOSS & SONS LANDSCAPING & CONCRETE LLC | 1839           | Sidewalk at Out of Town Park                       | 07/01/2024   | 10,718.28      | 07/18/2024 | 100-575-322 Prof Serv-Other                | 724       |
| Total 8948:                            |                                        |                |                                                    |              | 24,218.28      |            |                                            |           |
| MSC INDUSTRIAL SUPPLY CO               |                                        |                |                                                    |              |                |            |                                            |           |
| 115                                    | MSC INDUSTRIAL SUPPLY CO               | 87854078       | VacCon Umbrella                                    | 07/03/2024   | 155.26         | 07/18/2024 | 520-810-616 Safety Supplies                | 724       |
| 115                                    | MSC INDUSTRIAL SUPPLY CO               | 87854138       | Squincher and gloves                               | 07/03/2024   | 148.96         | 07/18/2024 | 520-810-616 Safety Supplies                | 724       |
| Total 115:                             |                                        |                |                                                    |              | 304.22         |            |                                            |           |
| NAPA AUTO & TRUCK PARTS                |                                        |                |                                                    |              |                |            |                                            |           |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 408328         | well house supplies                                | 06/01/2024   | 22.07          | 07/18/2024 | 510-810-614 Shop Supplies                  | 624       |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 408644         | temp gun for well 11                               | 06/01/2024   | 104.79         | 07/18/2024 | 510-810-614 Shop Supplies                  | 624       |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 413108         | Filter and cleaner                                 | 07/03/2024   | 61.16          | 07/18/2024 | 520-810-600 General Supplies               | 724       |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 413307         | PARTS FOR PARKS                                    | 07/08/2024   | 8.56           | 07/18/2024 | 100-480-610 Automotive Supplies            | 724       |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 413414         | cables for fleet                                   | 07/10/2024   | 199.66         | 07/18/2024 | 100-480-610 Automotive Supplies            | 724       |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 413518         | u-joint for streets                                | 07/11/2024   | 22.49          | 07/18/2024 | 100-480-610 Automotive Supplies            | 724       |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 413556         | 1/2 INCH DRIVE IMPACT GUN FOR FLEET                | 07/12/2024   | 333.99         | 07/18/2024 | 100-480-600 General Supplies               | 724       |
| 58                                     | NAPA AUTO & TRUCK PARTS                | 413563         | Diesel engine oil and supercoolant                 | 07/12/2024   | 38.98          | 07/18/2024 | 100-575-610 Automotive Supplies            | 724       |

| Vendor                                         | Vendor Name                         | Invoice Number | Description                                     | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|------------------------------------------------|-------------------------------------|----------------|-------------------------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| 58                                             | NAPA AUTO & TRUCK PARTS             | 413790         | parts for vactor                                | 07/17/2024   | 451.24         | 07/18/2024 | 100-475-610 Automotive Supplies         | 724       |
| 58                                             | NAPA AUTO & TRUCK PARTS             | 413818         | parts for streets dumptruck                     | 07/17/2024   | 185.28         | 07/18/2024 | 100-475-430 Outside Serv-Repair & Maint | 724       |
| 58                                             | NAPA AUTO & TRUCK PARTS             | 413901         | Skid steer air filter                           | 07/19/2024   | 83.81          |            | 100-475-430 Outside Serv-Repair & Maint | 724       |
| 58                                             | NAPA AUTO & TRUCK PARTS             | 414151         | BATTERIES FOR W/W GENSET AT EAST PLANT          | 07/23/2024   | 707.56         |            | 520-810-430 Outside Serv-Repair & Maint | 724       |
| 58                                             | NAPA AUTO & TRUCK PARTS             | 414166         | CREDIT                                          | 07/23/2024   | 144.00-        |            | 520-810-430 Outside Serv-Repair & Maint | 724       |
| 58                                             | NAPA AUTO & TRUCK PARTS             | 414273         | 5/8 HOSE FOR FLEET                              | 07/25/2024   | 244.75         |            | 100-480-610 Automotive Supplies         | 724       |
| 58                                             | NAPA AUTO & TRUCK PARTS             | 414277         | TIRE TOOLS FOR FLEET                            | 07/25/2024   | 494.84         |            | 100-480-600 General Supplies            | 724       |
| Total 58:                                      |                                     |                |                                                 |              | 2,815.18       |            |                                         |           |
| <b>NATIONAL ANIMAL CARE &amp; CONTROL ASSN</b> |                                     |                |                                                 |              |                |            |                                         |           |
| 2686                                           | NATIONAL ANIMAL CARE & CONTROL ASSN | 14585          | MEMBERSHIP RENEWAL -RANDEE GAHR                 | 07/16/2024   | 25.00          | 07/25/2024 | 100-525-322 Prof Serv-Other             | 724       |
| 2686                                           | NATIONAL ANIMAL CARE & CONTROL ASSN | 14589          | MEMBERSHIP RENEWAL -ADISEN ANGUS                | 07/16/2024   | 25.00          | 07/25/2024 | 100-525-322 Prof Serv-Other             | 724       |
| Total 2686:                                    |                                     |                |                                                 |              | 50.00          |            |                                         |           |
| <b>NATIONAL BAND AND TAG CO</b>                |                                     |                |                                                 |              |                |            |                                         |           |
| 4085                                           | NATIONAL BAND AND TAG CO            | 272026         | LICENSE TAGS                                    | 06/28/2024   | 263.47         | 07/18/2024 | 100-525-600 General Supplies            | 624       |
| Total 4085:                                    |                                     |                |                                                 |              | 263.47         |            |                                         |           |
| <b>NCE</b>                                     |                                     |                |                                                 |              |                |            |                                         |           |
| 7617                                           | NCE                                 | 675212523      | Shadow Lane Reconstruction engineering services | 06/30/2024   | 16,470.30      | 07/18/2024 | 100-475-745 RTC Reimbursable            | 624       |
| 7617                                           | NCE                                 | 675212523      | Shadow Lane Reconstruction engineering services | 06/30/2024   | 3,450.00       | 07/18/2024 | 520-166100 Construction In Progress     | 624       |
| 7617                                           | NCE                                 | 675212523      | Shadow Lane Reconstruction engineering services | 06/30/2024   | 6,020.00       | 07/18/2024 | 510-166100 Construction In Progress     | 624       |
| 7617                                           | NCE                                 | 675222519      | On call new development inspection services     | 06/30/2024   | 22,660.75      | 07/18/2024 | 100-529-320 Prof Serv-Engineering       | 624       |
| Total 7617:                                    |                                     |                |                                                 |              | 48,601.05      |            |                                         |           |
| <b>NEVADA COMMISSION ON ETHICS</b>             |                                     |                |                                                 |              |                |            |                                         |           |
| 707                                            | NEVADA COMMISSION ON ETHICS         | N327-25-1      | NCOE FY2024-25 July 24 Assessment               | 07/01/2024   | 3,263.01       | 07/18/2024 | 100-413-348 Tech Service-Comm on Ethics | 724       |
| Total 707:                                     |                                     |                |                                                 |              | 3,263.01       |            |                                         |           |
| <b>NEVADA DIVISION OF WATER RESOURCES</b>      |                                     |                |                                                 |              |                |            |                                         |           |
| 218                                            | NEVADA DIVISION OF WATER RESOURCES  | 07-2024-NV     | TROA INVOICE 10/1/23-9/30/24                    | 06/30/2024   | 71,519.44      | 07/12/2024 | 510-810-698 Water Rights Protection     | 624       |
| Total 218:                                     |                                     |                |                                                 |              | 71,519.44      |            |                                         |           |
| <b>NEVADA EMPLOYMENT SECURITY DIV</b>          |                                     |                |                                                 |              |                |            |                                         |           |
| 300                                            | NEVADA EMPLOYMENT SECURITY DIV      | 2ND QTR 2024   | UNEMPLOYMENT CONTRIBUTIONS                      | 06/30/2024   | 18,472.69      | 07/17/2024 | 100-218900 UNEMPLOYMENT PAYABLE         | 624       |
| Total 300:                                     |                                     |                |                                                 |              | 18,472.69      |            |                                         |           |

| Vendor                                | Vendor Name                           | Invoice Number | Description                                     | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|---------------------------------------|---------------------------------------|----------------|-------------------------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| NEVADA LEAGUE OF CITIES AND           |                                       |                |                                                 |              |                |            |                                         |           |
| 123                                   | NEVADA LEAGUE OF CITIES AND           | FY25           | FY 24-25 Dues                                   | 07/01/2024   | 20,000.00      | 07/18/2024 | 100-412-581 Dues and Memberships        | 724       |
| Total 123:                            |                                       |                |                                                 |              | 20,000.00      |            |                                         |           |
| NEVADA STATE TREASURER                |                                       |                |                                                 |              |                |            |                                         |           |
| 127                                   | NEVADA STATE TREASURER                | 2ND QTR 2024   | CHILD SUPPORT WITHHOLDING FEES                  | 06/30/2024   | 12.00          | 07/18/2024 | 100-219900 OTHER PAYROLL PAYABLES       | 624       |
| Total 127:                            |                                       |                |                                                 |              | 12.00          |            |                                         |           |
| NORTHERN NEVADA DEVELOPMENT AUTHORITY |                                       |                |                                                 |              |                |            |                                         |           |
| 7796                                  | NORTHERN NEVADA DEVELOPMENT AUTHORITY | NNDA-1786      | NNDA Membership July 2024-June 2025             | 07/01/2024   | 1,000.00       | 07/18/2024 | 100-412-581 Dues and Memberships        | 724       |
| Total 7796:                           |                                       |                |                                                 |              | 1,000.00       |            |                                         |           |
| NSB - BANKCARD CENTER                 |                                       |                |                                                 |              |                |            |                                         |           |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | ALL AMERICAN AUTO BODY; REPAIR WW               | 06/30/2024   | 1,719.40       | 07/10/2024 | 520-810-610 Automotive Supplies         | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | RALEY'S; CAKE FOR COMM. LODHI PLN               | 06/30/2024   | 37.99          | 07/10/2024 | 100-610-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | CORWIN FORD; WATER PUMP FOR FIRE DEPT #62       | 06/30/2024   | 416.72         | 07/10/2024 | 100-126000 Intergovernmental Receivable | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | TEAMVIEWER; SCADA REMOTE ACCESS RENEWAL WTP     | 06/30/2024   | 2,758.80       | 07/10/2024 | 510-840-429 Outside Serv-SCADA          | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | ZOOM; CMO MONTHLY SUBSCRIPTION                  | 06/30/2024   | 140.00         | 07/10/2024 | 100-418-342 Tech Services-Other         | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | OWP; WATER TREATMENT PLANT OPERATIONS VOL 1 E   | 06/30/2024   | 206.00         | 07/10/2024 | 510-840-580 Training                    | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | LYFT; GFOA CONFERENCE TRAVEL R. CARSON          | 06/30/2024   | 35.65          | 07/10/2024 | 100-415-582 Travel                      | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | MGM GRAND; GOV. ROUND TABLE CM                  | 06/30/2024   | 33.01          | 07/10/2024 | 100-413-582 Travel                      | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | AMAZON; FLEET DASH CAM                          | 06/30/2024   | 127.99         | 07/10/2024 | 100-480-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | AMAZON; IPAD PRO CASE BLD                       | 06/30/2024   | 39.40          | 07/10/2024 | 100-605-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | ANIMAL CARE EQUIP; CLEANING SUPPLIES AC         | 06/30/2024   | 441.23         | 07/10/2024 | 100-525-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | DOUBLE TREE HOTEL; GFOA CONF. R. CARSON         | 06/30/2024   | 736.72         | 07/10/2024 | 100-415-582 Travel                      | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | SMART PRACTICE; LEASHES AC                      | 06/30/2024   | 318.64         | 07/10/2024 | 100-525-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | AMAZON; CMO OFFICE SUPPLIES-CREDENZA            | 06/30/2024   | 127.20         | 07/10/2024 | 100-413-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | MGM GRAND; GOV. ROUND TABLE MAYOR               | 06/30/2024   | 33.01          | 07/10/2024 | 100-412-582 Travel                      | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | AMAZON; STYLUS PENS CCO                         | 06/30/2024   | 25.81          | 07/10/2024 | 100-416-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | MUD MIXER; MUD MIXER REPAIR KIT                 | 06/30/2024   | 374.85         | 07/10/2024 | 100-575-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | ICMA; ANNUAL CONF. CM                           | 06/30/2024   | 970.00         | 07/10/2024 | 100-413-580 Training                    | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | SOUTH POINT HOTEL; TRI STATE SEMINAR WTP        | 06/30/2024   | 99.44          | 07/10/2024 | 510-840-580 Training                    | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | ICC; MEMBERSHIP BLD                             | 06/30/2024   | 160.00         | 07/10/2024 | 100-605-581 Dues and Memberships        | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | SUPERIOR PRESS; AP CHECKS FIN                   | 06/30/2024   | 239.10         | 07/10/2024 | 100-415-600 General Supplies            | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | MGM GRAND; HOTEL STAY GOV. ROUND TABLE MAYOR    | 06/30/2024   | 43.42          | 07/10/2024 | 100-412-582 Travel                      | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | SPECTRUM; 355 COTTONWOOD LN                     | 06/30/2024   | 129.98         | 07/10/2024 | 100-417-530 Communications              | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | NCSC; ATTENDEE REGISTRATION L. MATHEUS FMC      | 06/30/2024   | 495.00         | 07/10/2024 | 100-425-580 Training                    | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | SOUTH POINT HOTEL; TRI STATE SEMINAR WTP CREDIT | 06/30/2024   | 240.88         | 07/10/2024 | 510-840-580 Training                    | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | STAMPLI; MAY 2024                               | 06/30/2024   | 1,034.00       | 07/10/2024 | 100-418-342 Tech Services-Other         | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | DRURY HOTEL; STATE BAR ANNUAL CONFERENCE CAO    | 06/30/2024   | 619.70         | 07/10/2024 | 100-414-580 Training                    | 624       |
| 8649                                  | NSB - BANKCARD CENTER                 | JUN 24         | ANIMAL CARE EQUIP; MICROCHIP SCANNER AC         | 06/30/2024   | 291.80         | 07/10/2024 | 100-525-605 Minor Equipment             | 624       |

| Vendor                      | Vendor Name           | Invoice Number | Description                                      | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
|-----------------------------|-----------------------|----------------|--------------------------------------------------|--------------|----------------|------------|------------------------------------------|-----------|
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | SOUTH POINT HOTEL; TRI STATE SEMINAR WTP         | 06/30/2024   | 240.88         | 07/10/2024 | 510-840-580 Training                     | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | SMART PRACTICE; MEMORIAL/ THANK YOU CARDS AC     | 06/30/2024   | 85.30          | 07/10/2024 | 100-525-550 Printing and Postage         | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | GALLS; SHIRTS, HOODIES, AND HAT AC               | 06/30/2024   | 480.98         | 07/10/2024 | 100-525-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | MGM GRAND; HOTEL STAY GOV. ROUND TABLE CM        | 06/30/2024   | 43.43          | 07/10/2024 | 100-413-582 Travel                       | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | PAPER DIRECT; BUSINESS LICENSE CERTIFICATES CCO  | 06/30/2024   | 268.33         | 07/10/2024 | 100-416-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | NCSC; ATTENDEE REGISTRATION S. KEATHLEY-DUNN F   | 06/30/2024   | 495.00         | 07/10/2024 | 100-425-580 Training                     | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | 10-S TENNIS SUPPLY; PICKLEBALL MOUNTS AND NETS E | 06/30/2024   | 1,085.14       | 07/10/2024 | 100-575-730 Improve Other than Buildings | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | AMAZON; OFFICE CHAIRS BLD                        | 06/30/2024   | 149.94         | 07/10/2024 | 100-605-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | ZOOM; FMC SUBSCRIPTION                           | 06/30/2024   | 100.00         | 07/10/2024 | 100-425-322 Prof Serv-Other              | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | WIGWAM; BUILDERS ASSOC MTG CM                    | 06/30/2024   | 10.00          | 07/10/2024 | 100-413-580 Training                     | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | BUDDY BOYS DONUTS; GVAAP RIBBON CUTTING ENG      | 06/30/2024   | 122.35         | 07/10/2024 | 230-575-730 Improve Other than Buildings | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | ANIMAL CARE EQUIP; HAMMOCK NET AC                | 06/30/2024   | 173.50         | 07/10/2024 | 100-525-616 Safety Supplies              | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | TRI-STATE SEMINAR; SEMINAR REGISTRATION WTP      | 06/30/2024   | 139.00         | 07/10/2024 | 510-840-580 Training                     | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | AMAZON; OFFICE FUNITURE HARDWARE CMO             | 06/30/2024   | 151.57         | 07/10/2024 | 100-413-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | SUPERIOR PRESS; AP CHECKS FIN                    | 06/30/2024   | 239.11         | 07/10/2024 | 520-810-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | SUPERIOR PRESS; AP CHECKS FIN                    | 06/30/2024   | 239.10         | 07/10/2024 | 510-810-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | RAMADA INN; HOTEL STAY C. KASTEN                 | 06/30/2024   | 224.82         | 07/10/2024 | 100-413-582 Travel                       | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | OTC; FSCAC FERNLEY 4TH OF JULY SUPPLIES          | 06/30/2024   | 205.96         | 07/10/2024 | 100-413-322 Prof Serv-Other              | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | SOUTH POINT HOTEL; TRI STATE SEMINAR WTP CREDIT  | 06/30/2024   | 99.44          | 07/10/2024 | 510-840-580 Training                     | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | OWP; WATER TREATMENT PLANT OPERATIONS VOL 2 E    | 06/30/2024   | 205.00         | 07/10/2024 | 510-840-580 Training                     | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | ICC; BUILDING APPROVAL STUDY MATERIAL BLD        | 06/30/2024   | 240.00         | 07/10/2024 | 100-605-580 Training                     | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | IMAGING SPECTRUM; PASSPORT PHOTO PAPER CCO       | 06/30/2024   | 157.00         | 07/10/2024 | 100-416-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | WIGWAM; LEGAL COUNSEL MTG CM                     | 06/30/2024   | 31.75          | 07/10/2024 | 100-413-312 Prof Serv-CTAX Litigation    | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | DOLLAR TREE; GVAAP RIBBON CUTTING ENG            | 06/30/2024   | 22.22          | 07/10/2024 | 230-575-730 Improve Other than Buildings | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | NATURALSOFT LIMITED; AI SOFTWARE SUB. IT         | 06/30/2024   | 113.30         | 07/10/2024 | 100-418-342 Tech Services-Other          | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | ANIMAL CARE EQUIP; SHIPPING AC                   | 06/30/2024   | 163.09         | 07/10/2024 | 100-525-600 General Supplies             | 624       |
| 8649                        | NSB - BANKCARD CENTER | JUN 24         | HUGSMART; SMALL ANIMAL CARRIERS AC               | 06/30/2024   | 437.75         | 07/10/2024 | 100-525-605 Minor Equipment              | 624       |
| Total 8649:                 |                       |                |                                                  |              | 17,139.06      |            |                                          |           |
| <b>NUTRIEN AG SOLUTIONS</b> |                       |                |                                                  |              |                |            |                                          |           |
| 3033                        | NUTRIEN AG SOLUTIONS  | 55124698       | Herbicides                                       | 07/16/2024   | 1,276.00       | 07/18/2024 | 100-575-617 Chemical Supplies            | 724       |
| Total 3033:                 |                       |                |                                                  |              | 1,276.00       |            |                                          |           |
| <b>NV ENERGY</b>            |                       |                |                                                  |              |                |            |                                          |           |
| 167                         | NV ENERGY             | 10601 JUL 24   | 80865908610601                                   | 07/02/2024   | 33.92          | 07/18/2024 | 100-475-622 Electricity                  | 724       |
| 167                         | NV ENERGY             | 12019 JUL 24   | 34596505012019 ACH                               | 07/18/2024   | 9,344.80       | 08/05/2024 | 510-810-622 Electricity                  | 724       |
| 167                         | NV ENERGY             | 13050 JUL 24   | 48768103613050 ACH                               | 07/11/2024   | 3,110.32       | 07/29/2024 | 100-417-622 Electricity                  | 724       |
| 167                         | NV ENERGY             | 14319 JUL 24   | 34596405214319 ACH                               | 07/10/2024   | 36.02          | 07/26/2024 | 100-575-622 Electricity                  | 724       |
| 167                         | NV ENERGY             | 26093 JUL 24   | 34596402626093 ACH                               | 07/09/2024   | 1,290.46       | 07/25/2024 | 100-575-622 Electricity                  | 724       |
| 167                         | NV ENERGY             | 26100 JUL 24   | 34596502626100 ACH                               | 07/09/2024   | 38,576.04      | 07/25/2024 | 510-810-622 Electricity                  | 724       |
| 167                         | NV ENERGY             | 26100 JUL 24   | 34596502626100 ACH                               | 07/09/2024   | 37.88          | 07/25/2024 | 520-810-622 Electricity                  | 724       |
| 167                         | NV ENERGY             | 29499 JUL 24   | 1000213677906929499 ACH                          | 06/29/2024   | 59.27          | 07/17/2024 | 100-475-622 Electricity                  | 624       |



| Vendor     | Vendor Name | Invoice Number | Description        | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title    | GL Period |
|------------|-------------|----------------|--------------------|--------------|----------------|------------|-------------------------|-----------|
| 167        | NV ENERGY   | 30037 JUL 24   | 34596403630037 ACH | 07/18/2024   | 35.67          | 08/05/2024 | 100-576-622 Electricity | 724       |
| 167        | NV ENERGY   | 34991 JUL 24   | 34596407734991 ACH | 07/12/2024   | 33.92          | 07/30/2024 | 510-810-622 Electricity | 724       |
| 167        | NV ENERGY   | 37594 JUL 24   | 80865904937594 ACH | 07/12/2024   | 33.92          | 07/30/2024 | 100-475-622 Electricity | 724       |
| 167        | NV ENERGY   | 41110 JUL 24   | 82190403641110 ACH | 07/09/2024   | 38.31          | 07/25/2024 | 520-810-622 Electricity | 724       |
| 167        | NV ENERGY   | 42683 JUL 24   | 82190404842683 ACH | 07/09/2024   | 59.25          | 07/25/2024 | 100-475-622 Electricity | 724       |
| 167        | NV ENERGY   | 42683 JUL 24   | 82190404842683 ACH | 07/09/2024   | 187.29         | 07/25/2024 | 100-575-622 Electricity | 724       |
| 167        | NV ENERGY   | 42683 JUL 24   | 82190404842683 ACH | 07/09/2024   | 5,484.07       | 07/25/2024 | 520-810-622 Electricity | 724       |
| 167        | NV ENERGY   | 42683 JUL 24   | 82190404842683 ACH | 07/09/2024   | 333.13         | 07/25/2024 | 510-810-622 Electricity | 724       |
| 167        | NV ENERGY   | 52067 JUL 24   | 82190407952067ACH  | 07/12/2024   | 103.02         | 07/30/2024 | 520-810-622 Electricity | 724       |
| 167        | NV ENERGY   | 65197 JUL 24   | 34596407565197 ACH | 07/11/2024   | 33.92          | 07/29/2024 | 510-810-622 Electricity | 724       |
| 167        | NV ENERGY   | 67463 JUL 24   | 34596404867463 ACH | 07/12/2024   | 114.73         | 07/30/2024 | 100-575-622 Electricity | 724       |
| 167        | NV ENERGY   | 68387 JUL 24   | 345964082-68387    | 07/12/2024   | 33.92          | 07/30/2024 | 100-475-622 Electricity | 724       |
| 167        | NV ENERGY   | 84389 JUL 24   | 34596503684389 ACH | 07/11/2024   | 198.64         | 07/29/2024 | 100-417-622 Electricity | 724       |
| 167        | NV ENERGY   | 97899 JUL 24   | 80865904797899 ACH | 07/09/2024   | 14,212.71      | 07/25/2024 | 100-475-622 Electricity | 724       |
| 167        | NV ENERGY   | 98954 JUL 24   | 82190405098954 ACH | 07/09/2024   | 3,006.15       | 07/25/2024 | 520-810-622 Electricity | 724       |
| Total 167: |             |                |                    |              | 76,397.36      |            |                         |           |

**OFFICE DEPOT**

|            |              |              |                              |            |          |            |                                  |     |
|------------|--------------|--------------|------------------------------|------------|----------|------------|----------------------------------|-----|
| 133        | OFFICE DEPOT | 360857082001 | Office Chair                 | 07/09/2024 | 324.49   | 07/18/2024 | 100-605-601 Office Supplies      | 724 |
| 133        | OFFICE DEPOT | 372654209001 | Office Supplies-rubber bands | 06/29/2024 | 63.96    | 07/18/2024 | 100-605-601 Office Supplies      | 624 |
| 133        | OFFICE DEPOT | 372795897001 | Stamp                        | 06/27/2024 | 31.92    | 07/18/2024 | 100-414-600 General Supplies     | 624 |
| 133        | OFFICE DEPOT | 372795897002 | General Supplies             | 06/28/2024 | 24.50    | 07/18/2024 | 100-414-600 General Supplies     | 624 |
| 133        | OFFICE DEPOT | 374059051001 | Flash Drives CAO             | 07/10/2024 | 19.02    | 07/18/2024 | 100-414-600 General Supplies     | 724 |
| 133        | OFFICE DEPOT | 374059051001 | Flash Drives CMO             | 07/10/2024 | 19.02    | 07/18/2024 | 100-413-600 General Supplies     | 724 |
| 133        | OFFICE DEPOT | 374066310001 | BC City Attorney             | 07/11/2024 | 24.50    |            | 100-414-550 Printing and Postage | 724 |
| 133        | OFFICE DEPOT | 374503864001 | PS replacement chairs        | 07/09/2024 | 879.96   | 07/18/2024 | 510-840-601 Office Supplies      | 724 |
| 133        | OFFICE DEPOT | 374510761001 | PS replacement chairs        | 07/09/2024 | 659.97   | 07/18/2024 | 510-840-601 Office Supplies      | 724 |
| 133        | OFFICE DEPOT | 374881438001 | PS office chair              | 07/18/2024 | 279.99   |            | 510-840-601 Office Supplies      | 724 |
| 133        | OFFICE DEPOT | 376380466001 | envelopes                    | 07/18/2024 | 10.28    |            | 100-414-600 General Supplies     | 724 |
| 133        | OFFICE DEPOT | 376381189001 | flashdrives                  | 07/18/2024 | 18.00    |            | 100-414-600 General Supplies     | 724 |
| 133        | OFFICE DEPOT | 376381192001 | flashdrives                  | 07/22/2024 | 22.56    |            | 100-414-600 General Supplies     | 724 |
| Total 133: |              |              |                              |            | 2,378.17 |            |                                  |     |

**OFFICE SHIPPING & MAILBOXES**

|             |                             |        |                                |            |        |            |                           |     |
|-------------|-----------------------------|--------|--------------------------------|------------|--------|------------|---------------------------|-----|
| 8589        | OFFICE SHIPPING & MAILBOXES | 276219 | Camera Shipping with insurance | 07/11/2024 | 687.60 | 07/18/2024 | 520-810-614 Shop Supplies | 724 |
| Total 8589: |                             |        |                                |            | 687.60 |            |                           |     |

**OPENGOV, INC.**

|      |               |          |                                               |            |           |            |                                 |     |
|------|---------------|----------|-----------------------------------------------|------------|-----------|------------|---------------------------------|-----|
| 8657 | OPENGOV, INC. | INV14394 | Tech Services FY24-25 Integration & Budgeting | 07/10/2024 | 19,244.75 | 07/18/2024 | 100-418-342 Tech Services-Other | 724 |
|------|---------------|----------|-----------------------------------------------|------------|-----------|------------|---------------------------------|-----|

| Vendor                           | Vendor Name               | Invoice Number | Description                     | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|----------------------------------|---------------------------|----------------|---------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| Total 8657:                      |                           |                |                                 |              | 19,244.75      |            |                                         |           |
| <b>O'REILLY AUTO PARTS</b>       |                           |                |                                 |              |                |            |                                         |           |
| 6230                             | O'REILLY AUTO PARTS       | 3599-275786    | oil filter                      | 06/01/2024   | 9.60           | 07/18/2024 | 100-480-610 Automotive Supplies         | 624       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-275796    | credit                          | 06/01/2024   | 9.60-          | 07/18/2024 | 100-480-610 Automotive Supplies         | 624       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-305358    | cable for streets               | 06/25/2024   | 47.00          | 07/18/2024 | 100-480-610 Automotive Supplies         | 624       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-305369    | door handle                     | 06/25/2024   | 51.50          | 07/18/2024 | 100-480-610 Automotive Supplies         | 624       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-305825    | PARTS FOR STREETS 3003          | 06/28/2024   | 189.09         | 07/18/2024 | 100-480-610 Automotive Supplies         | 624       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-306277    | PARTS FOR w/w 2005              | 07/01/2024   | 330.32         | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-306633    | BATTERY CHARGER FOR STREETS     | 07/03/2024   | 47.99          | 07/18/2024 | 100-475-430 Outside Serv-Repair & Maint | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-306928    | PARTS FOR PARKS                 | 07/05/2024   | 22.99          | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-307360    | parts for fire dept.            | 07/08/2024   | 250.01         | 07/18/2024 | 100-126000 Intergovernmental Receivable | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-307665    | PARTS FOR FLEET                 | 07/10/2024   | 389.36         | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-307687    | parts for fire dept.            | 07/10/2024   | 35.00-         | 07/18/2024 | 100-126000 Intergovernmental Receivable | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-307823    | shocks for A/C 10003            | 07/11/2024   | 228.62         | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-307892    | WHEEL FOR a/c                   | 07/11/2024   | 213.11-        | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-307893    | parts for fleet                 | 07/11/2024   | 212.84         | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-307895    | u-joint for 3006                | 07/11/2024   | 63.28          | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308660    | parts for fire dept.            | 07/16/2024   | 17.03          | 07/18/2024 | 100-126000 Intergovernmental Receivable | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308676    | parts for fire dept.            | 07/16/2024   | 82.06          | 07/18/2024 | 100-126000 Intergovernmental Receivable | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308868    | 4001 coolant system replacement | 07/17/2024   | 161.85         |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308870    | 4001 coolant system replacement | 07/17/2024   | 246.73         |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308871    | 4001 coolant system replacement | 07/17/2024   | 350.30         |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308966    | 4001 coolant system replacement | 07/18/2024   | 38.56          |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308967    | 4001 lights                     | 07/18/2024   | 33.02          |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308996    | 4001 cooling system replacement | 07/18/2024   | 107.93         |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-308997    | 4001 coolant system replacement | 07/18/2024   | 47.97-         |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-309113    | Animal control 10001 lights     | 07/19/2024   | 72.80          |            | 100-480-610 Automotive Supplies         | 724       |
| 6230                             | O'REILLY AUTO PARTS       | 3599-310338    | PARTS FOR PARKS 4008            | 07/26/2024   | 373.54         |            | 100-480-610 Automotive Supplies         | 724       |
| Total 6230:                      |                           |                |                                 |              | 3,020.74       |            |                                         |           |
| <b>PACIFIC OFFICE AUTOMATION</b> |                           |                |                                 |              |                |            |                                         |           |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS21       | Clerk                           | 07/01/2024   | 544.91         | 07/18/2024 | 100-416-550 Printing and Postage        | 724       |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS21       | CAO                             | 07/01/2024   | 544.91         | 07/18/2024 | 100-414-550 Printing and Postage        | 724       |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS21       | Utilities                       | 07/01/2024   | 272.46         | 07/18/2024 | 510-810-550 Printing and Postage        | 724       |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS21       | FMC                             | 07/01/2024   | 544.91         | 07/18/2024 | 100-425-550 Printing and Postage        | 724       |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS21       | HR                              | 07/01/2024   | 544.91         | 07/18/2024 | 100-413-550 Printing and Postage        | 724       |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS21       | Utilities                       | 07/01/2024   | 272.45         | 07/18/2024 | 520-810-550 Printing and Postage        | 724       |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS21       | Main                            | 07/01/2024   | 544.91         | 07/18/2024 | 100-417-550 Printing and Postage        | 724       |
| Total 8929:                      |                           |                |                                 |              | 3,269.46       |            |                                         |           |

| Vendor                                    | Vendor Name                        | Invoice Number    | Description                   | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title               | GL Period |
|-------------------------------------------|------------------------------------|-------------------|-------------------------------|--------------|----------------|------------|------------------------------------|-----------|
| <b>PACIFIC STORAGE COMPANY</b>            |                                    |                   |                               |              |                |            |                                    |           |
| 8876                                      | PACIFIC STORAGE COMPANY            | 5215050           | Shred Bin                     | 06/26/2024   | 16.50          | 07/18/2024 | 100-425-322 Prof Serv-Other        | 624       |
| 8876                                      | PACIFIC STORAGE COMPANY            | 5218850           | Shredding Services            | 07/24/2024   | 66.00          |            | 100-416-420 Outside Services       | 724       |
| Total 8876:                               |                                    |                   |                               |              | 82.50          |            |                                    |           |
| <b>PITNEY BOWES, INC.</b>                 |                                    |                   |                               |              |                |            |                                    |           |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - WATER                 | 07/10/2024   | 40.20          | 08/26/2024 | 510-810-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - CITY MANAGER          | 07/10/2024   | 40.21          | 08/26/2024 | 100-413-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - ANIMAL CONTROL        | 07/10/2024   | 40.20          | 08/26/2024 | 100-525-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - STREETS               | 07/10/2024   | 40.20          | 08/26/2024 | 100-475-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - PLANNING              | 07/10/2024   | 40.20          | 08/26/2024 | 100-610-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - CLERK                 | 07/10/2024   | 40.21          | 08/26/2024 | 100-416-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - FINANCE               | 07/10/2024   | 40.20          | 08/26/2024 | 100-415-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - CITY ATTORNEY         | 07/10/2024   | 40.20          | 08/26/2024 | 100-414-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - MAYOR                 | 07/10/2024   | 40.20          | 08/26/2024 | 100-412-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - COURT                 | 07/10/2024   | 40.20          | 08/26/2024 | 100-425-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - PARKS                 | 07/10/2024   | 40.21          | 08/26/2024 | 100-575-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - SEWER                 | 07/10/2024   | 40.20          | 08/26/2024 | 520-810-550 Printing and Postage   | 724       |
| 2840                                      | PITNEY BOWES, INC.                 | 3319394164        | LEASE - BUILDING              | 07/10/2024   | 40.20          | 08/26/2024 | 100-605-550 Printing and Postage   | 724       |
| Total 2840:                               |                                    |                   |                               |              | 522.63         |            |                                    |           |
| <b>PUBLIC AGENCY COMPENSATION TRU</b>     |                                    |                   |                               |              |                |            |                                    |           |
| 145                                       | PUBLIC AGENCY COMPENSATION TRU     | 4TH QTR 2023-2024 | WORKERS COMP 4TH QTR 23-24    | 06/30/2024   | 40,559.25      | 07/22/2024 | 100-219000 WORKERS COMPENSATION PA | 624       |
| Total 145:                                |                                    |                   |                               |              | 40,559.25      |            |                                    |           |
| <b>PUBLIC EMPLOYEES BENEFITS PROG</b>     |                                    |                   |                               |              |                |            |                                    |           |
| 143                                       | PUBLIC EMPLOYEES BENEFITS PROG     | JUL 2024          | RETIREE INSURANCE - #819      | 07/02/2024   | 96.80          | 07/18/2024 | 100-605-240 Group Insurance        | 724       |
| 143                                       | PUBLIC EMPLOYEES BENEFITS PROG     | JUL 2024          | RETIREE INSURANCE - #819      | 07/02/2024   | 223.77         | 07/18/2024 | 100-415-240 Group Insurance        | 724       |
| 143                                       | PUBLIC EMPLOYEES BENEFITS PROG     | JUL 2024          | RETIREE INSURANCE - #819      | 07/02/2024   | 1.11           | 07/18/2024 | 510-810-240 Group Insurance        | 724       |
| 143                                       | PUBLIC EMPLOYEES BENEFITS PROG     | JUL 2024          | RETIREE INSURANCE - #819      | 07/02/2024   | 268.39         | 07/18/2024 | 520-810-240 Group Insurance        | 724       |
| Total 143:                                |                                    |                   |                               |              | 590.07         |            |                                    |           |
| <b>PUBLIC EMPLOYEES RETIREMENT SYSTEM</b> |                                    |                   |                               |              |                |            |                                    |           |
| 144                                       | PUBLIC EMPLOYEES RETIREMENT SYSTEM | JUN 2024          | #621 RETIREMENT CONTRIBUTIONS | 06/30/2024   | 142,607.72     | 07/16/2024 | 100-216000 RETIREMENT PAYABLE      | 624       |
| Total 144:                                |                                    |                   |                               |              | 142,607.72     |            |                                    |           |
| <b>PURCHASE POWER</b>                     |                                    |                   |                               |              |                |            |                                    |           |
| 3155                                      | PURCHASE POWER                     | 69812 JUL 24      | QTRLY - COURT                 | 07/03/2024   | 31.42          | 07/30/2024 | 100-425-550 Printing and Postage   | 724       |
| 3155                                      | PURCHASE POWER                     | 69812 JUL 24      | QTRLY - ANIMAL CONTROL        | 07/03/2024   | 4.96           | 07/30/2024 | 100-525-550 Printing and Postage   | 724       |

| Vendor                            | Vendor Name                | Invoice Number | Description                              | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title             | GL Period |
|-----------------------------------|----------------------------|----------------|------------------------------------------|--------------|----------------|------------|----------------------------------|-----------|
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QTRLY - CITY MANAGER                     | 07/03/2024   | .15            | 07/30/2024 | 100-413-550 Printing and Postage | 724       |
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QRTLY - CITY ATTORNEY                    | 07/03/2024   | 8.39           | 07/30/2024 | 100-414-550 Printing and Postage | 724       |
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QTRLY - BUILDING                         | 07/03/2024   | .34            | 07/30/2024 | 100-605-550 Printing and Postage | 724       |
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QTRLY - FINANCE                          | 07/03/2024   | 21.65          | 07/30/2024 | 100-415-550 Printing and Postage | 724       |
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QRTLY - TRANSIENT LODGING                | 07/03/2024   | .80            | 07/30/2024 | 225-575-550 Printing and Postage | 724       |
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QTRLY - WATER                            | 07/03/2024   | 25.37          | 07/30/2024 | 510-810-550 Printing and Postage | 724       |
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QTRLY - CLERK                            | 07/03/2024   | 86.95          | 07/30/2024 | 100-416-550 Printing and Postage | 724       |
| 3155                              | PURCHASE POWER             | 69812 JUL 24   | QTRLY - STREETS                          | 07/03/2024   | .36            | 07/30/2024 | 100-475-550 Printing and Postage | 724       |
| Total 3155:                       |                            |                |                                          |              | 180.39         |            |                                  |           |
| <b>PYROGUYS, INC</b>              |                            |                |                                          |              |                |            |                                  |           |
| 8845                              | PYROGUYS, INC              | 2              | 4th of July Fire works 24                | 07/10/2024   | 17,000.00      | 07/18/2024 | 225-575-650 Community Support    | 724       |
| Total 8845:                       |                            |                |                                          |              | 17,000.00      |            |                                  |           |
| <b>QUADIENT LEASING USA, INC.</b> |                            |                |                                          |              |                |            |                                  |           |
| 8737                              | QUADIENT LEASING USA, INC. | Q1402483       | INHOUSE BILLING LEASE                    | 07/02/2024   | 2,794.41       | 07/18/2024 | 510-810-441 Rentals              | 724       |
| 8737                              | QUADIENT LEASING USA, INC. | Q1402483       | INHOUSE BILLING LEASE                    | 07/02/2024   | 2,794.41       | 07/18/2024 | 520-810-441 Rentals              | 724       |
| Total 8737:                       |                            |                |                                          |              | 5,588.82       |            |                                  |           |
| <b>RENO GAZETTE JOURNAL</b>       |                            |                |                                          |              |                |            |                                  |           |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR PW SUPPLIES/MATERIALS           | 06/01/2024   | 483.46         | 07/12/2024 | 510-810-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR FIRE PROTECTION MAINT. CONTRACT | 06/01/2024   | 156.80         | 07/12/2024 | 510-810-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR FIRE PROTECTION MAINT. CONTRACT | 06/01/2024   | 156.81         | 07/12/2024 | 100-575-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BILL #349                                | 06/01/2024   | 87.96          | 07/12/2024 | 100-416-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR PW SUPPLIES/MATERIALS           | 06/01/2024   | 483.46         | 07/12/2024 | 520-810-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR CHEMICAL SUPPLIER CONTRACT      | 06/01/2024   | 274.49         | 07/12/2024 | 520-810-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR CHEMICAL SUPPLIER CONTRACT      | 06/01/2024   | 274.49         | 07/12/2024 | 510-810-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR FIRE PROTECTION MAINT. CONTRACT | 06/01/2024   | 156.81         | 07/12/2024 | 510-840-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR FIRE PROTECTION MAINT. CONTRACT | 06/01/2024   | 156.81         | 07/12/2024 | 520-810-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR WTP RESIDUAL REMOVAL CONTRACT   | 06/01/2024   | 1,058.20       | 07/12/2024 | 510-840-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BILL #349                                | 06/01/2024   | 97.08          | 07/12/2024 | 100-416-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR CHEMICAL SUPPLIER CONTRACT      | 06/01/2024   | 274.50         | 07/12/2024 | 510-840-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | 3RD QTR RECEIPTS & EXPENSES 2024         | 06/01/2024   | 106.20         | 07/12/2024 | 100-416-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR FIRE PROTECTION MAINT. CONTRACT | 06/01/2024   | 156.81         | 07/12/2024 | 100-475-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BILL #347                                | 06/01/2024   | 87.96          | 07/12/2024 | 100-416-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6444014        | BIDS FOR FIRE PROTECTION MAINT. CONTRACT | 06/01/2024   | 156.80         | 07/12/2024 | 100-417-540 Advertising          | 624       |
| 152                               | RENO GAZETTE JOURNAL       | 6506513        | FISCAL REPORT 2024                       | 07/01/2024   | 409.02         | 07/12/2024 | 100-416-540 Advertising          | 724       |
| 152                               | RENO GAZETTE JOURNAL       | 6506513        | BILL #351                                | 07/01/2024   | 92.52          | 07/12/2024 | 100-416-540 Advertising          | 724       |
| 152                               | RENO GAZETTE JOURNAL       | 6506513        | BILL #350                                | 07/01/2024   | 87.96          | 07/12/2024 | 100-416-540 Advertising          | 724       |
| 152                               | RENO GAZETTE JOURNAL       | 6506584        | Advertisement                            | 06/30/2024   | 228.99         | 07/12/2024 | 100-610-540 Advertising          | 624       |

| Vendor                                  | Vendor Name                             | Invoice Number           | Description                                                | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
|-----------------------------------------|-----------------------------------------|--------------------------|------------------------------------------------------------|--------------|----------------|------------|------------------------------------------|-----------|
| Total 152:                              |                                         |                          |                                                            |              | 4,987.13       |            |                                          |           |
| RENOWN HEALTH                           |                                         |                          |                                                            |              |                |            |                                          |           |
| 190                                     | RENOWN HEALTH                           | 3057039                  | MRN 4540937 DOT PHYS Pogtis                                | 07/07/2024   | 120.00         | 07/18/2024 | 520-810-322 Prof Serv-Other              | 724       |
| Total 190:                              |                                         |                          |                                                            |              | 120.00         |            |                                          |           |
| RESOURCE CONCEPTS                       |                                         |                          |                                                            |              |                |            |                                          |           |
| 8602                                    | RESOURCE CONCEPTS                       | 24-0416                  | Villa Park Engineering Services                            | 06/01/2024   | 1,331.88       | 07/25/2024 | 510-166100 Construction In Progress      | 624       |
| 8602                                    | RESOURCE CONCEPTS                       | 24-0416                  | Villa Park Engineering Services                            | 06/01/2024   | 1,864.62       | 07/25/2024 | 520-166100 Construction In Progress      | 624       |
| 8602                                    | RESOURCE CONCEPTS                       | 24-0416                  | Villa Park Engineering Services                            | 06/01/2024   | 2,131.00       | 07/25/2024 | 100-475-730 Improve Other than Buildings | 624       |
| 8602                                    | RESOURCE CONCEPTS                       | 24-0884                  | Water rights services                                      | 07/22/2024   | 6,914.75       |            | 510-810-698 Water Rights Protection      | 724       |
| 8602                                    | RESOURCE CONCEPTS                       | 24-0885                  | Water rights services                                      | 07/22/2024   | 1,910.00       |            | 510-810-698 Water Rights Protection      | 724       |
| 8602                                    | RESOURCE CONCEPTS                       | 24-0886                  | Water rights services                                      | 07/22/2024   | 683.46         |            | 510-810-698 Water Rights Protection      | 724       |
| Total 8602:                             |                                         |                          |                                                            |              | 14,835.71      |            |                                          |           |
| SECTRAN SECURITY, INC.                  |                                         |                          |                                                            |              |                |            |                                          |           |
| 8629                                    | SECTRAN SECURITY, INC.                  | 24070582                 | ARMORED SERVICES-SEWER                                     | 07/09/2024   | 200.56         | 07/18/2024 | 520-810-342 Tech Services-Other          | 724       |
| 8629                                    | SECTRAN SECURITY, INC.                  | 24070582                 | ARMORED SERVICES-WATER                                     | 07/09/2024   | 200.56         | 07/18/2024 | 510-810-342 Tech Services-Other          | 724       |
| 8629                                    | SECTRAN SECURITY, INC.                  | 24070582                 | ARMORED SERVICES-GF                                        | 07/09/2024   | 200.54         | 07/18/2024 | 100-415-322 Prof Serv-Other              | 724       |
| Total 8629:                             |                                         |                          |                                                            |              | 601.66         |            |                                          |           |
| SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL |                                         |                          |                                                            |              |                |            |                                          |           |
| 8884                                    | SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL | 24-04                    | Water Testing Consultation Support                         | 07/06/2024   | 2,750.25       | 07/18/2024 | 510-810-320 Prof Serv-Engineering        | 724       |
| Total 8884:                             |                                         |                          |                                                            |              | 2,750.25       |            |                                          |           |
| SHAW ENGINEERING                        |                                         |                          |                                                            |              |                |            |                                          |           |
| 1897                                    | SHAW ENGINEERING                        | 186309                   | South arm interceptor design services                      | 06/30/2024   | 2,716.88       | 07/18/2024 | 520-166100 Construction In Progress      | 624       |
| 1897                                    | SHAW ENGINEERING                        | 186318                   | On call Water and sewer modeling for Green Valley TSM phas | 06/30/2024   | 1,120.00       | 07/18/2024 | 100-529-320 Prof Serv-Engineering        | 624       |
| 1897                                    | SHAW ENGINEERING                        | 186319                   | On call development review services CP2024-005             | 06/30/2024   | 3,500.00       | 07/18/2024 | 100-529-320 Prof Serv-Engineering        | 624       |
| 1897                                    | SHAW ENGINEERING                        | 186320                   | On call water modeling Veterans Way                        | 06/30/2024   | 560.00         | 07/18/2024 | 100-529-320 Prof Serv-Engineering        | 624       |
| 1897                                    | SHAW ENGINEERING                        | 186321                   | On call water and sewer modeling 3240 Farm District Road - | 06/30/2024   | 1,120.00       | 07/18/2024 | 100-529-320 Prof Serv-Engineering        | 624       |
| 1897                                    | SHAW ENGINEERING                        | 186322                   | On call development review services CUP24004               | 06/30/2024   | 1,100.00       | 07/18/2024 | 100-529-320 Prof Serv-Engineering        | 624       |
| Total 1897:                             |                                         |                          |                                                            |              | 10,116.88      |            |                                          |           |
| SIERRA NEVADA CONSTRUCTION INC          |                                         |                          |                                                            |              |                |            |                                          |           |
| 287                                     | SIERRA NEVADA CONSTRUCTION INC          | Pay Request 3 - 23/24 PM | FY23/24 PMP construction services                          | 06/30/2024   | 434,970.29     | 07/25/2024 | 100-475-430 Outside Serv-Repair & Maint  | 624       |

| Vendor                                      | Vendor Name                          | Invoice Number | Description                                       | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                | GL Period |
|---------------------------------------------|--------------------------------------|----------------|---------------------------------------------------|--------------|----------------|------------|-------------------------------------|-----------|
| Total 287:                                  |                                      |                |                                                   |              | 434,970.29     |            |                                     |           |
| <b>SIGNA MECHANICAL</b>                     |                                      |                |                                                   |              |                |            |                                     |           |
| 6530                                        | SIGNA MECHANICAL                     | 240685         | Two E-Ones                                        | 07/08/2024   | 7,650.12       | 07/18/2024 | 520-810-615 E-One R & M             | 724       |
| Total 6530:                                 |                                      |                |                                                   |              | 7,650.12       |            |                                     |           |
| <b>SILVER STATE ANALYTICAL LABORATORIES</b> |                                      |                |                                                   |              |                |            |                                     |           |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN312686       | Villa park project sampling                       | 06/01/2024   | 132.00         |            | 510-810-423 Outside Serv-Analytical | 624       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN316916       | PS canal samples                                  | 07/03/2024   | 4,323.00       | 07/18/2024 | 510-840-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN316931       | raw water samples                                 | 07/03/2024   | 66.00          | 07/18/2024 | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN316932       | Monthly samples round 1                           | 07/03/2024   | 286.00         | 07/18/2024 | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317030       | river ranch hydrant extension                     | 07/08/2024   | 22.00          | 07/18/2024 | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317044       | 501 river ranch hydrant extension sample          | 07/08/2024   | 22.00          | 07/18/2024 | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317104       | PS canal sample                                   | 06/30/2024   | 280.00         | 07/18/2024 | 510-840-423 Outside Serv-Analytical | 624       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317106       | mission way main break samples                    | 07/09/2024   | 44.00          | 07/18/2024 | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317160       | mission way day 2 samples                         | 07/10/2024   | 44.00          | 07/18/2024 | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317333       | PS Lab sample                                     | 07/16/2024   | 18.00          |            | 510-840-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317473       | 2nd round monthly samples                         | 07/18/2024   | 264.00         |            | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317483       | Legacy trails phase 2 sampling                    | 07/18/2024   | 154.00         |            | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317484       | senior center fire loop sampling                  | 07/18/2024   | 44.00          |            | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317504       | legacy trails phase 2 second day samples          | 07/18/2024   | 154.00         |            | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317505       | senior center fire loop second day samples        | 07/18/2024   | 44.00          |            | 510-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317666       | WWTP Influent & Effluent Samples                  | 07/24/2024   | 502.00         |            | 520-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317669       | WWTP Monitoring Well Samples                      | 07/24/2024   | 665.00         |            | 520-810-423 Outside Serv-Analytical | 724       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN317774       | PS canal samples                                  | 07/25/2024   | 1,110.00       |            | 510-840-423 Outside Serv-Analytical | 724       |
| Total 7856:                                 |                                      |                |                                                   |              | 8,174.00       |            |                                     |           |
| <b>SILVER STATE BARRICADE</b>               |                                      |                |                                                   |              |                |            |                                     |           |
| 170                                         | SILVER STATE BARRICADE               | 44940          | Street signs and highly reflective beads          | 07/03/2024   | 1,189.28       | 07/18/2024 | 100-475-615 Sign & Stripe Supplies  | 724       |
| 170                                         | SILVER STATE BARRICADE               | 45367          | Digital message boards                            | 06/30/2024   | 1,600.00       | 07/18/2024 | 100-475-441 Rentals                 | 624       |
| 170                                         | SILVER STATE BARRICADE               | 45411          | Digital message board                             | 06/30/2024   | 800.00         | 07/18/2024 | 100-475-441 Rentals                 | 624       |
| 170                                         | SILVER STATE BARRICADE               | 46395          | Safety gas cans, earplugs, and safety glass wipes | 07/11/2024   | 251.76         | 07/18/2024 | 100-475-616 Safety Supplies         | 724       |
| 170                                         | SILVER STATE BARRICADE               | S012815        | Street cones                                      | 07/16/2024   | 575.00         | 07/18/2024 | 100-475-615 Sign & Stripe Supplies  | 724       |
| Total 170:                                  |                                      |                |                                                   |              | 4,416.04       |            |                                     |           |
| <b>SIPPOLA, REENA G.</b>                    |                                      |                |                                                   |              |                |            |                                     |           |
| 8878                                        | SIPPOLA, REENA G.                    | FMC24-0603     | Punjabi                                           | 06/04/2024   | 150.00         | 07/18/2024 | 100-425-330 Prof Serv-Interpreter   | 624       |
| 8878                                        | SIPPOLA, REENA G.                    | FMC24117       | Punjabi - Amar Bopari 23TR00509                   | 07/18/2024   | 190.00         |            | 100-425-330 Prof Serv-Interpreter   | 724       |

| Vendor                                | Vendor Name                           | Invoice Number | Description                             | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                | GL Period |
|---------------------------------------|---------------------------------------|----------------|-----------------------------------------|--------------|----------------|------------|-------------------------------------|-----------|
| Total 8878:                           |                                       |                |                                         |              | 340.00         |            |                                     |           |
| SOSU TV CORP                          |                                       |                |                                         |              |                |            |                                     |           |
| 8909                                  | SOSU TV CORP                          | WC1377         | Fernley Focus Videos July 24            | 07/01/2024   | 1,083.00       | 07/18/2024 | 100-413-322 Prof Serv-Other         | 724       |
| Total 8909:                           |                                       |                |                                         |              | 1,083.00       |            |                                     |           |
| SOUTHERN TIRE MART LLC                |                                       |                |                                         |              |                |            |                                     |           |
| 8964                                  | SOUTHERN TIRE MART LLC                | 7590032412     | TIRE FOR PARKS                          | 07/23/2024   | 471.37         |            | 100-480-610 Automotive Supplies     | 724       |
| Total 8964:                           |                                       |                |                                         |              | 471.37         |            |                                     |           |
| SOUTHWEST GAS CORP                    |                                       |                |                                         |              |                |            |                                     |           |
| 204                                   | SOUTHWEST GAS CORP                    | 18971 JUL 24   | 910000818971 ACH                        | 07/17/2024   | 30.24          | 08/05/2024 | 520-810-621 Natural Gas             | 724       |
| 204                                   | SOUTHWEST GAS CORP                    | 86744 JUL 24   | 910001086744 WTP                        | 07/12/2024   | 298.01         | 07/31/2024 | 510-840-621 Natural Gas             | 724       |
| Total 204:                            |                                       |                |                                         |              | 328.25         |            |                                     |           |
| STATE COLLECTION & DISB. UNIT (SCaDU) |                                       |                |                                         |              |                |            |                                     |           |
| 176                                   | STATE COLLECTION & DISB. UNIT (SCaDU) | JUL 2024-1     | CHILD SUPPORT                           | 07/12/2024   | 319.84         | 07/12/2024 | 100-219900 OTHER PAYROLL PAYABLES   | 724       |
| 176                                   | STATE COLLECTION & DISB. UNIT (SCaDU) | JUL 2024-2     | CHILD SUPPORT                           | 07/26/2024   | 319.84         | 07/25/2024 | 100-219900 OTHER PAYROLL PAYABLES   | 724       |
| Total 176:                            |                                       |                |                                         |              | 639.68         |            |                                     |           |
| TAGGART & TAGGART LTD                 |                                       |                |                                         |              |                |            |                                     |           |
| 3275                                  | TAGGART & TAGGART LTD                 | 18041          | Water Right Contract FY23/24 June 24    | 06/30/2024   | 14,968.90      | 07/18/2024 | 510-810-698 Water Rights Protection | 624       |
| Total 3275:                           |                                       |                |                                         |              | 14,968.90      |            |                                     |           |
| TESTWAVE LLC                          |                                       |                |                                         |              |                |            |                                     |           |
| 2112                                  | TESTWAVE LLC                          | 24INV0481      | backflow testing equipment calibration  | 06/01/2024   | 100.00         |            | 510-810-614 Shop Supplies           | 624       |
| 2112                                  | TESTWAVE LLC                          | 24INV0554      | Backflow testing equipment calibrationn | 06/01/2024   | 100.00         |            | 510-810-614 Shop Supplies           | 624       |
| Total 2112:                           |                                       |                |                                         |              | 200.00         |            |                                     |           |
| THATCHER COMPANY, INC.                |                                       |                |                                         |              |                |            |                                     |           |
| 8646                                  | THATCHER COMPANY, INC.                | 2024250103687  | PS chemical delivery                    | 07/14/2024   | 16,576.00      |            | 510-840-617 Chemical Supplies       | 724       |
| 8646                                  | THATCHER COMPANY, INC.                | 2024400103262  | WWTP chlorine                           | 06/27/2024   | 6,437.00       | 07/18/2024 | 520-810-617 Chemical Supplies       | 624       |
| 8646                                  | THATCHER COMPANY, INC.                | 2024400103760  | well 4 chemical delivery                | 07/14/2024   | 1,480.55       |            | 510-810-617 Chemical Supplies       | 724       |
| 8646                                  | THATCHER COMPANY, INC.                | 2024400103900  | well 11 chemical delivery               | 07/21/2024   | 1,794.60       |            | 510-810-617 Chemical Supplies       | 724       |
| 8646                                  | THATCHER COMPANY, INC.                | 2024400103901  | well 14 chemical delivery               | 07/21/2024   | 1,794.60       |            | 510-810-617 Chemical Supplies       | 724       |

| Vendor             | Vendor Name        | Invoice Number | Description                                                 | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|--------------------|--------------------|----------------|-------------------------------------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| Total 8646:        |                    |                |                                                             |              | 28,082.75      |            |                                         |           |
| U S POSTAL SERVICE |                    |                |                                                             |              |                |            |                                         |           |
| 7344               | U S POSTAL SERVICE | AUG 2024       | PREPAID IN-HOUSE POSTAGE                                    | 07/22/2024   | 1,900.00       | 07/25/2024 | 510-810-550 Printing and Postage        | 724       |
| 7344               | U S POSTAL SERVICE | AUG 2024       | PREPAID IN-HOUSE POSTAGE                                    | 07/22/2024   | 1,900.00       | 07/25/2024 | 520-810-550 Printing and Postage        | 724       |
| Total 7344:        |                    |                |                                                             |              | 3,800.00       |            |                                         |           |
| ULTIMATE AIR, INC. |                    |                |                                                             |              |                |            |                                         |           |
| 8575               | ULTIMATE AIR, INC. | 7532           | AC unit repair                                              | 07/16/2024   | 53.75          |            | 100-575-430 Outside Serv-Repair & Maint | 724       |
| 8575               | ULTIMATE AIR, INC. | 7532           | AC unit repair                                              | 07/16/2024   | 53.75          |            | 100-528-430 Outside Serv-Repair & Maint | 724       |
| 8575               | ULTIMATE AIR, INC. | 7532           | AC unit repair                                              | 07/16/2024   | 53.75          |            | 100-475-430 Outside Serv-Repair & Maint | 724       |
| 8575               | ULTIMATE AIR, INC. | 7532           | AC unit repair                                              | 07/16/2024   | 53.75          |            | 100-417-430 Outside Serv-Repair & Maint | 724       |
| Total 8575:        |                    |                |                                                             |              | 215.00         |            |                                         |           |
| US BANK            |                    |                |                                                             |              |                |            |                                         |           |
| 8510               | US BANK            | 2604602        | 2016 Series Bond Payment-Water Int                          | 08/01/2024   | 130,275.00     | 08/01/2024 | 510-800-860 Interest Expense            | 824       |
| 8510               | US BANK            | 2604602        | 2017 Series Bond Payment-Water Int                          | 08/01/2024   | 57,912.50      | 08/01/2024 | 510-800-860 Interest Expense            | 824       |
| Total 8510:        |                    |                |                                                             |              | 188,187.50     |            |                                         |           |
| USA BLUEBOOK       |                    |                |                                                             |              |                |            |                                         |           |
| 464                | USA BLUEBOOK       | INV00416856    | replacement chemical injectors and chemical check valve for | 07/09/2024   | 1,127.58       | 07/18/2024 | 510-840-430 Outside Serv-Repair & Maint | 724       |
| 464                | USA BLUEBOOK       | INV00416900    | Chemical injector check valves                              | 07/09/2024   | 147.20         | 07/18/2024 | 510-840-430 Outside Serv-Repair & Maint | 724       |
| 464                | USA BLUEBOOK       | INV00432113    | locating whiskers                                           | 07/24/2024   | 58.84          |            | 510-840-430 Outside Serv-Repair & Maint | 724       |
| Total 464:         |                    |                |                                                             |              | 1,333.62       |            |                                         |           |
| VERIZON WIRELESS   |                    |                |                                                             |              |                |            |                                         |           |
| 8495               | VERIZON WIRELESS   | 9967919538     | FMC                                                         | 07/01/2024   | 56.04          | 07/25/2024 | 100-425-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | CAO                                                         | 07/01/2024   | 140.03         | 07/25/2024 | 100-414-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | WD                                                          | 07/01/2024   | 295.83         | 07/25/2024 | 510-810-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | Building & Safety                                           | 07/01/2024   | 333.27         | 07/25/2024 | 100-417-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | Finance                                                     | 07/01/2024   | 63.99          | 07/25/2024 | 100-425-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | IT                                                          | 07/01/2024   | 56.04          | 07/25/2024 | 100-418-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | WTP                                                         | 07/01/2024   | 449.38         | 07/25/2024 | 510-840-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | Council                                                     | 07/01/2024   | 167.77         | 07/25/2024 | 100-412-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | CRRC                                                        | 07/01/2024   | 40.01          | 07/25/2024 | 220-480-810 ARPA                        | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | City Hall/Facilities                                        | 07/01/2024   | 645.60         | 07/25/2024 | 100-417-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | Waste Water                                                 | 07/01/2024   | 375.88         | 07/25/2024 | 520-810-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | City Manager                                                | 07/01/2024   | 56.04          | 07/25/2024 | 100-413-530 Communications              | 724       |
| 8495               | VERIZON WIRELESS   | 9967919538     | WWR                                                         | 07/01/2024   | 91.90          | 07/25/2024 | 520-810-530 Communications              | 724       |



| Vendor                                | Vendor Name                    | Invoice Number | Description                        | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|---------------------------------------|--------------------------------|----------------|------------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| 8495                                  | VERIZON WIRELESS               | 9968009510     | 52267 Jun 2-July 01 24             | 07/01/2024   | 40.25          | 07/18/2024 | 520-810-530 Communications              | 724       |
| Total 8495:                           |                                |                |                                    |              | 2,812.03       |            |                                         |           |
| <b>VERUS ASSOCIATES NEVADA, LLC</b>   |                                |                |                                    |              |                |            |                                         |           |
| 8606                                  | VERUS ASSOCIATES NEVADA, LLC   | 2512           | SCADA Support                      | 06/30/2024   | 426.25         | 07/18/2024 | 520-810-429 Outside Serv-SCADA          | 624       |
| Total 8606:                           |                                |                |                                    |              | 426.25         |            |                                         |           |
| <b>VOYA FINANCIAL</b>                 |                                |                |                                    |              |                |            |                                         |           |
| 8591                                  | VOYA FINANCIAL                 | JUL 2024-1     | DEFERRED COMPENSATION, 457         | 07/12/2024   | 2,822.50       | 07/12/2024 | 100-215000 457 PAYABLE                  | 724       |
| 8591                                  | VOYA FINANCIAL                 | JUL 2024-1     | ROTH IRA                           | 07/12/2024   | 210.00         | 07/12/2024 | 100-215000 457 PAYABLE                  | 724       |
| 8591                                  | VOYA FINANCIAL                 | JULY 2024-2    | DEFERRED COMPENSATION, 457         | 07/26/2024   | 3,222.50       | 07/26/2024 | 100-215000 457 PAYABLE                  | 724       |
| 8591                                  | VOYA FINANCIAL                 | JULY 2024-2    | ROTH IRA                           | 07/26/2024   | 210.00         | 07/26/2024 | 100-215000 457 PAYABLE                  | 724       |
| Total 8591:                           |                                |                |                                    |              | 6,465.00       |            |                                         |           |
| <b>WAGNER, CODY</b>                   |                                |                |                                    |              |                |            |                                         |           |
| 9013                                  | WAGNER, CODY                   | 71024          | PLANNING COMMISSION STIPEND        | 07/10/2024   | 80.00          | 07/18/2024 | 100-610-322 Prof Serv-Other             | 724       |
| Total 9013:                           |                                |                |                                    |              | 80.00          |            |                                         |           |
| <b>WESTERN INDUSTRIAL PARTS, INC.</b> |                                |                |                                    |              |                |            |                                         |           |
| 8571                                  | WESTERN INDUSTRIAL PARTS, INC. | 2407-095878    | safety supplies                    | 07/11/2024   | 201.36         | 07/18/2024 | 100-480-610 Automotive Supplies         | 724       |
| 8571                                  | WESTERN INDUSTRIAL PARTS, INC. | 2407-096544    | fleet supplies                     | 07/11/2024   | 223.03         |            | 100-480-610 Automotive Supplies         | 724       |
| 8571                                  | WESTERN INDUSTRIAL PARTS, INC. | 2407-097260    | SHOP SUPPLIES FOR FLEET            | 07/26/2024   | 26.29          |            | 100-480-610 Automotive Supplies         | 724       |
| Total 8571:                           |                                |                |                                    |              | 450.68         |            |                                         |           |
| <b>WESTERN INSURANCE SPECIALTIES</b>  |                                |                |                                    |              |                |            |                                         |           |
| 881                                   | WESTERN INSURANCE SPECIALTIES  | AUG 2024       | SUPPLEMENTAL INSURANCE             | 08/01/2024   | 90.35          | 07/25/2024 | 100-218100 Western Insurance Payable    | 824       |
| 881                                   | WESTERN INSURANCE SPECIALTIES  | FEB 2024       | SUPPLEMENTAL INSURANCE             | 06/30/2024   | 90.35          | 07/25/2024 | 100-218100 Western Insurance Payable    | 624       |
| 881                                   | WESTERN INSURANCE SPECIALTIES  | JAN 2024       | SUPPLEMENTAL INSURANCE             | 06/30/2024   | 90.35          | 07/25/2024 | 100-218100 Western Insurance Payable    | 624       |
| 881                                   | WESTERN INSURANCE SPECIALTIES  | JUNE 2024      | SUPPLEMENTAL INSURANCE             | 06/01/2024   | 90.35          | 07/18/2024 | 100-218100 Western Insurance Payable    | 624       |
| 881                                   | WESTERN INSURANCE SPECIALTIES  | MAR 2024       | SUPPLEMENTAL INSURANCE             | 06/30/2024   | 90.35          | 07/25/2024 | 100-218100 Western Insurance Payable    | 624       |
| Total 881:                            |                                |                |                                    |              | 451.75         |            |                                         |           |
| <b>WESTERN NEVADA SUPPLY CO.</b>      |                                |                |                                    |              |                |            |                                         |           |
| 195                                   | WESTERN NEVADA SUPPLY CO.      | 11327770       | PS sleeve valve drain parts        | 07/03/2024   | 88.74          | 07/18/2024 | 510-840-430 Outside Serv-Repair & Maint | 724       |
| 195                                   | WESTERN NEVADA SUPPLY CO.      | 11327774       | PS safety supplies                 | 07/03/2024   | 236.83         | 07/18/2024 | 510-840-616 Safety Supplies             | 724       |
| 195                                   | WESTERN NEVADA SUPPLY CO.      | 11328802       | Mission way main break parts       | 07/03/2024   | 1,058.41       | 07/18/2024 | 510-810-613 Meter Service Supplies      | 724       |
| 195                                   | WESTERN NEVADA SUPPLY CO.      | 11332339       | Sprinkler heads                    | 07/23/2024   | 924.00         |            | 100-575-430 Outside Serv-Repair & Maint | 724       |
| 195                                   | WESTERN NEVADA SUPPLY CO.      | 11333094       | sensus iperl 1000 gal water meters | 07/12/2024   | 898.95         |            | 510-166100 Construction In Progress     | 724       |

| Vendor                          | Vendor Name                     | Invoice Number | Description                                 | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|---------------------------------|---------------------------------|----------------|---------------------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| Total 195:                      |                                 |                |                                             |              | 3,206.93       |            |                                         |           |
| WIN-911                         |                                 |                |                                             |              |                |            |                                         |           |
| 8951                            | WIN-911                         | 245525637      | Win 911 license renewal                     | 07/14/2024   | 1,450.00       | 07/18/2024 | 520-810-642 Licenses and Permits        | 724       |
| Total 8951:                     |                                 |                |                                             |              | 1,450.00       |            |                                         |           |
| WOOD RODGERS, INC.              |                                 |                |                                             |              |                |            |                                         |           |
| 2454                            | WOOD RODGERS, INC.              | 180229         | Downtown revitalization thru 4/30/2024      | 06/01/2024   | 960.00         |            | 220-480-684 Main Street Beautification  | 624       |
| 2454                            | WOOD RODGERS, INC.              | 180230         | Federal Lands Bill Services thru 04/30/2024 | 06/01/2024   | 25,216.25      |            | 100-413-322 Prof Serv-Other             | 624       |
| 2454                            | WOOD RODGERS, INC.              | 182176         | CDBG MAIN STREET BEAUTIFICATION             | 06/30/2024   | 1,072.50       | 07/18/2024 | 220-480-684 Main Street Beautification  | 624       |
| 2454                            | WOOD RODGERS, INC.              | 182177         | Federal Lands Bill Services thru 6/30/2024  | 06/30/2024   | 580.00         | 07/18/2024 | 100-413-322 Prof Serv-Other             | 624       |
| Total 2454:                     |                                 |                |                                             |              | 27,828.75      |            |                                         |           |
| XYLEM WATER SOLUTIONS USA, INC. |                                 |                |                                             |              |                |            |                                         |           |
| 8939                            | XYLEM WATER SOLUTIONS USA, INC. | 3556D31875     | Meadow Lift replacement pumps               | 07/03/2024   | 20,016.00      | 07/18/2024 | 520-810-430 Outside Serv-Repair & Maint | 724       |
| Total 8939:                     |                                 |                |                                             |              | 20,016.00      |            |                                         |           |
| YESCO, LLC                      |                                 |                |                                             |              |                |            |                                         |           |
| 6806                            | YESCO, LLC                      | July24-June25  | FY24-25 Yearly Maint reader Board           | 07/01/2024   | 1,140.00       | 07/18/2024 | 225-575-320 Prof Serv-Engineering       | 724       |
| Total 6806:                     |                                 |                |                                             |              | 1,140.00       |            |                                         |           |
| Grand Totals:                   |                                 |                |                                             |              | 3,837,842.30   |            |                                         |           |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

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

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

**MINUTES OF THE  
FERNLEY CITY COUNCIL MEETING  
JULY 17, 2024**

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm.

**1. INTRODUCTORY ITEMS**

**1.1. Pledge of Allegiance**

**1.2. Roll Call**

**Present:** Councilman Torres, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay. City Manager Ben Marchant, City Attorney Aaron Mouritsen, Public Works Director Barry Williams, City Engineer Derek Starkey, Finance Director Robert Carson, Planning Director Michele Rambo, Senior Planner Shay League, Building Official Charity Birkel, City Clerk Kim Swanson, Deputy City Clerk Brenda Gosser. Councilman Hanan arrived at 5:03 pm.

**1.3. Public Forum**

There was none.

**1.4. (For Possible Action) Approval of Agenda**

**Motion:** I MOVE TO APPROVE THE AGENDA WITH THE CHANGES OF MOVING 2.4 AND 2.5 FROM CONSENT INTO THE REGULAR AGENDA FOR DISCUSSION AND MOVING 8.3 TO BEGIN BEFORE 5.1 OF THE GENERAL AGENDA. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5, No 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Business licenses were read into the record by City Clerk Kim Swanson.

**2. CONSENT AGENDA**

**2.1. (Possible Action) Approval of Voucher Report**

**2.2. (Possible Action) Approval of Minutes**

**2.3. (Possible Approval) Approval of Business Licenses**

**2.4. Possible action to approve the execution of the Land & Water Conservation Fund Project Grant Agreement for the In Town Park in amount of \$200,167.50.**

This item was heard before item 2.

City Engineer Starkey presented this item.

**Motion:** I MOVE TO APPROVE ITEM 2.4. **Action:** Approve, **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

**2.5. Possible Action to approve a Contract for Dennis Banks Construction for the construction of two additional office spaces at City Hall for an amount not to exceed \$32,305.**

Public Works Director Williams answered questions on this item.

**Motion:** I MOVE TO APPROVE A CONTRACT FOR DENNIS BANKS CONSTRUCTION FOR THE CONSTRUCTION OF TWO ADDITIONAL OFFICE SPACES AT CITY HALL FOR AN AMOUNT NOT TO EXCEED \$32,305. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed,

**Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

**2.6. Possible action to approve a contract with Lumos and Associates for Construction Management and Materials Testing for Shadow Lane Reconstruction Project for an amount not to exceed \$572,905.00**

Item 2. was heard after item 2.4.

**Motion:** I MOVE TO APPROVE THE CONSENT AGENDA MOVING 2.4 AND 2.5 OFF CONSENT ONTO THE REGULAR AGENDA FOR DISCUSSION. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

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

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

Chief Deputy Sheriff Brantingham reported on the 4th of July event, gave an update on the school resources officer position, spoke on upcoming events: the National Night Out and Rodeo, and touched on general preparedness.

City Manager Marchant introduced Ana Navarro as the City's new Senior Project Manager, reported on the upcoming election for Ward 5 and notified that he will be off for 2 weeks.

Councilman Torres thanked the Fernley Senior Citizens Advisory Committee (FSCAC) and staff member Casey for their work during the 4th of July festival. He reported on the upcoming Stan Ceresola Roping event and junior rodeo; and thanked Public Works Director Williams and staff for assisting in moving the old schoolhouse.

Councilwoman Zoberski thanked staff for their work on the 4th of July and reported that the 10U, 12U and senior girls' softball teams made it to the State competition and the Seniors are moving forward.

Councilman Hanan thanked the 4th of July Committee and City staff for their work on the festivities. He noted that Union Pacific's Big Boy 4014 train came through the city and reported on his ride-along with Lyon County Sheriff Deputy Bonds.

Mayor McIntyre reported on the Mayor's Corner, previously coffee with the mayor, coming up on September 13 and the Mayors Clean Up which will take place on August 24. He reported that the FSCAC is working with staff to update the cemetery ordinance.

**4. PROCLAMATIONS BY THE MAYOR**

There were none.

**5. PRESENTATIONS**

**5.1. Presentation by Mary C. Woods, Business Development Director with NCLab.**

This item was heard after item 8.3.

Mary C. Woods presented this item. She highlighted the education and training program model, including

career paths; discussed the program's partnership with local colleges and university; discussed funding and grants available and future growth of the program.

**5.2. Possible Action, Presentation and adoption of Resolution 24-016, providing for the transfer of the City's 2024 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.**

Katie Coleman, Communications Director for Nevada Rural Housing Authority, presented this item. She noted the ways that the organization has helped their clients over the years and the importance of partnering with municipalities to make the program successful. She summarized how the program helps buyers and the role the City has played in the past.

Ms. Coleman answered questions from the Council.

**Motion:** I MOVE TO APPROVE RESOLUTION 24-016, PROVIDING FOR THE TRANSFER OF THE CITY'S 2024 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY. **Action:** Approve, **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Lau. **Vote:** Passed, **Summary:** Yes 5, No 0. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Break 5:26 - 6:36 pm

**5.3. Presentation by David H. Rigdon, Esq., Special City Attorney for water issues, on the status of the current litigation with the Truckee Carson Irrigation District ("TCID") related to the Truckee Canal XM Project repayment contract and the property assessments associated therewith (Tenth Judicial District Court Case Nos. 22-10DC-0868 & 23-10DC-0332). The presentation will include a discussion of the upcoming public hearing to be held at the Tenth Judicial District Court in Fallon, Nevada on August 2, 2024 at 9:00 am at which the Court will hear all objections to the repayment contract and the election held by TCID to ratify said contract.**

David H. Rigdon, from Taggart & Taggart Ltd. presented this item. Mr. Rigdon gave an overview of the project and the history that prompted it. He gave an update on the TCID Repayment Contract Petition and the City of Fernley v TCID Assessment Case. He also covered upcoming court dates and the importance of them to Fernley residents.

Councilwoman McKay thanked Mr. Rigdon and asked how a person can submit objections in writing and commented on the length of time of the assessment.

Councilman Lau thanked Mr. Rigdon and asked if well owner's legal representation could have assisted with the case.

Councilwoman Zoberiski inquired on a list of water users and if the City was able to send notices to the public on the upcoming hearings. She inquired if the public comment could be provided during this item.

Councilman Torres invited the public to provide their comments during the public input item towards the end of the meeting.

Mr. Rigdon answered questions.

**5.4. (For Discussion and Possible Action) Presentation by Nick Vander Poel on a proposed bill draft request for the City of Fernley seeking state funding for phase two and phase three of the Community Response and Resource Center.**

Nick Vander Poel, Flynn Giudici Government Affairs, LLC, presented this item. Mr. Vander Poel gave an overview of what the City has previously done during the legislative session and explained how this item

would be presented as a financial request before the Senate Finance and Assembly Ways and Means Committee.

Mr. Vander Poel answered questions.

**Motion:** I MOVE TO APPROVE THE PROPOSED BILL DRAFT REQUEST SEEKING STATE FUNDING FOR PHASE TWO AND PHASE THREE OF THE COMMUNITY RESPONSE AND RESOURCE CENTER. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

## 6. ORDINANCES

**6.1.(For Possible Action) Discussion and first reading of Bill #352, an Ordinance amending Title 32, Chapter 3, Section 060 (Land division applications) of the Fernley Development Code to create Subsections g(1)(b)(4) and g(1)(b)(5) to separate unrelated portions of parcel and lot design standards.** Planning Director Rambo presented this item, stating that this is the first reading of this item.

## 7. PUBLIC HEARINGS

**7.1.(For possible action) Discussion and possible action regarding Resolution #24-014 as it pertains to a comprehensive master plan amendment application (MPA24003) submitted by Golden Years Castle to change the designated land use from Single-Family Residential (SFR) to Public Facility (PF) on a site ±1.74-acres in size and approximately located at 565-575 Farm District Road (APNs: 021- 111-47 & 021-111-48).**

Senior Planner League presented this item, including company background and future proposed project. She covered facility type designation and presented findings on the plan amendment.

Councilwoman Zoberski inquired on the proposed floorplan and parking requirements.

There was no public input.

Councilman Torres and Councilwoman McKay stated their appreciation of the project.

**Motion:** I MOVE TO CERTIFY RESOLUTION #24-014 AND APPROVE THE MASTER PLAN AMENDMENT ASSOCIATED WITH MPA24003. I FURTHER MOVE TO ADOPT FINDINGS A, B, AND C, AND THE FACTS SUPPORTING THESE FINDINGS AS SET FORTH IN THE STAFF REPORT. **Action:** Approve, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5, No 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

## 8. STAFF REPORTS

**8.1.(For Possible Action) A review of the City of Fernley Comprehensive Master Plan and other adopted Master Plans to discuss future update priorities and needs.**

Planning Director Rambo presented this item. She summarized the current Master Plan and how it pertains to the City. She explained that there are parts of the document that don't pertain to Fernley and that there are different parts applicable to the plan that currently exist outside of the main document, some of which would need to be updated.

Councilwoman Zoberski requested that staff work when time allows on the Master Plan and inquired on the process and frequency of Master Plan amendments.

Planning Director Rambo answered questions.

**8.2.(For Possible Action) Discussion and possible action regarding a tentative subdivision map application (TSM23003) from KLS Planning & Design Group on behalf of Schell Creek Construction to create 41 single-family detached lots on a site ±9.23-acres in size and generally located near the intersection of Canal Way and Silver Way (APN: 021-191-08). This parcel is zoned Single-Family Residential, 6,000 square-foot minimum lot size (SF6) and the land use designation of Fernley's Comprehensive Plan is Single-Family Residential (SFR).**

Senior Planner League presented this item, including background and approval criteria.

Councilman Hanan inquired if the School District provided feedback on this item.

Councilwoman Zoberski inquired if the School Board can be contacted to make sure that the goals of the City development line up with the School District's.

Discussion ensued.

Senior Planner League answer questions.

**Motion:** I MOVE TO APPROVE THE TENTATIVE SUBDIVISION MAP FOR GREEN VALLEY RANCH PHASE 7 ASSOCIATED WITH TSM23003 BASED ON APPROVAL CRITERIA 1 THROUGH 11 AND THE FACTS SUPPORTING THESE CRITERIA AS SET FORTH IN THE STAFF REPORT. I FURTHER MOVE TO ADOPT CONDITIONS OF APPROVAL 1 THROUGH 21 AS LISTED IN THE STAFF REPORT. **Action:** Approve, **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5, No 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

**8.3.(For possible action) Discussion and Possible Action on a resolution authorizing the City Treasurer/Finance Director of the City of Fernley to arrange for the sale of general obligation (limited tax) water refunding bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$30,000,000; and providing other details in connection therewith.**

This item was heard before item 5.1

Finance Director Carson introduced this item.

Marty Johnson, JNA Consulting Group presented this item.

Councilman Torres inquired on the City's biggest risk in passing this resolution. Councilman Hanan asked how this resolution affect would taxpayers.

Mr. Johnson answered questions.

**Motion:** I MOVE TO APPROVE A RESOLUTION AUTHORIZING THE CITY TREASURER/FINANCE DIRECTOR OF THE CITY OF FERNLEY TO ARRANGE FOR THE SALE OF GENERAL OBLIGATION (LIMITED TAX) WATER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH. **Action:** Approve, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** 0, **Abstain:** Councilwoman Fran McKay.



## 9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

### 9.1. Possible action requesting a future agenda item to discuss a public workshop by CRRC and the architect(s) to review the next phases of the project. (Councilwoman Zoberski)

Councilwoman Zoberski stated that her intent with this item was to bring the public in during a workshop to allow for input on the next phases.

Mayor McIntyre stated that some workshops had already been done.

Councilman Hanan asked if there are final plans for phase 2 and 3 and asked verification on the funds that would be needed for these phases.

Mayor McIntyre verified with City Engineer Starkey that utilities are being installed during phase 1 which may limit layout.

City Attorney Mouritsen stated that discussion for this item would need to happen at a later date if council approves that the item be brought back.

**Motion:** I MOVE TO HAVE A PUBLIC WORKSHOP WITH THE COMMUNITY RESOURCE AND RESPONSE, COMMUNITY FOUNDATION GROUP, AND EVERYONE ELSE INVOLVED IN THE PROJECT AND IT BEING AN OPEN MEETING TO THE PUBLIC FOR IDEAS AND QUESTIONS. **Action:** Approve, **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, Councilman Hanan, **No:** Councilman Lau.

## 10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Zoberski requested a future agenda item to discuss the special temporary use permit and a second item for an update on the wage study update.

City Manager Marchant stated that there will be a quote on the agenda for the first meeting on August 7.

## 11. PUBLIC FORUM

Cody Wagner, Chair of Fernley Community Foundation, expressed excitement on the CRRC project. He stated that he has been involved with the project since the beginning, but that public involvement has been very low. He made some suggestions for future consideration on the project and stated that different groups are calling him regularly to speak with him about the resource center.

## 12. ADJOURNMENT

Being no further business to come before it, the Fernley City Council meeting adjourned at 8:34 pm.

Approved by the Fernley City Council on August 7, 2024, by a vote of:

AYES \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Neal E. McIntyre

\_\_\_\_\_  
ATTEST: City Clerk Kim Swanson

**MINUTES OF THE  
FERNLEY CITY COUNCIL SPECIAL MEETING  
JULY 31, 2024**

Mayor Neal E. McIntyre called the meeting to order at 5:00 PM.

**1. INTRODUCTORY ITEMS**

**1.1. Pledge of Allegiance**

**1.2. Roll Call**

**Present:** Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilwoman Fran McKay, City Clerk Kim Swanson, Deputy City Clerk Brenda Gosser, Administrative Specialist I Sandy Harris. **Absent:** Councilman Albert Torres.

**1.3. Public Forum**

None

**1.4. (For Possible Action) Approval of Agenda**

**Motion:** I MOVE TO APPROVE THE AGENDA. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, Councilman Hanan. **Absent:** Councilman Torres.

**2. STAFF REPORTS**

**2.1. Possible Action to canvass the vote for the 2024 Special Election for City of Fernley Ward 5, per NRS 293.387.**

City Clerk Kim Swanson presented the results from the 2024 Special Election for City of Fernley Ward 5.

**Motion:** I MOVE TO APPROVE THE STATEMENT OF VOTE FROM THE JULY 23, 2024, SPECIAL ELECTION FOR THE CITY OF FERNLEY WARD 5. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, Councilman Hanan. **Absent:** Councilman Torres.

**3. PUBLIC FORUM**

None

**4. ADJOURNMENT**

There being no further business to come before it, the Fernley City Council Special meeting adjourned at 5:06 PM.

Approved by the Fernley City Council on August 7, 2024, by a vote of:

AYES \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Neal E. McIntyre

\_\_\_\_\_  
ATTEST: City Clerk Kim Swanson

## Report Criteria:

License.Status = "Active"

Business.Orignation date = 7/12/2024-7/31/2024

| Business Name                    | Name                  | Location                     | Location City | Location State | Location Zip | Business Tel | Description               | Occupation                        |
|----------------------------------|-----------------------|------------------------------|---------------|----------------|--------------|--------------|---------------------------|-----------------------------------|
| KNOTS of NV                      | Amanda Scannell       | 540 Brick Oven Ct            | Fernley       | NV             | 89408        | 916-829-9394 | Hobby/Crafter, Sewing, J  | Crafter: crotchets goods          |
| Menemsha Development Group, In   | John Daigle, Thomas   | 20521 Earl St.               | Torrance      | CA             | 90503        | 781-666-4958 | Contractor                | General Contractor #46125         |
| TotalTek Inc.                    | Brock Bauer & Sejal   | 221 W. College Avenue, Floo  | Appleton      | WI             | 54911        | 800-397-3074 | Engineering Services      | Engineering & design, PMO, S      |
| 1 Peter 410 LLC                  | Jamie Brown           | 706 Blue Opal Ct             | Fernley       | NV             | 89408        | 775-835-1263 | Residential Dwelling Rent | Residential Rentals: single-fam   |
| Allied Mechanical Services LLC   | Alexis Chaviano Pruz  | 1350 Freeport Blvd Suite 104 | Sparks        | NV             | 89436        | 775-971-4599 | Contractor                | HVAC Contractor #91364            |
| ThreeCalvi, LLC                  | Jose Antonio Calvillo | 883 F St                     | Fernley       | NV             | 89408        | 775-357-3525 | Lawn Care & Tree Servic   | Lawn care                         |
| APi Group Life Safety USA LLC    | Travis Sticka, Mgr/Ju | 1655 Marietta Way Ste 105    | Sparks        | NV             | 89431        | 775-359-0396 | Contractor                | Fire Systems & Backflow Contr     |
| Bee Accurately Balanced Bookkee  | Connie Stephens       | 350 Bens Way                 | Fernley       | NV             | 89408        | 530-908-3052 | Accounting/Tax/Bookkee    | Bookkeeping services              |
| Taylor Made Handyman Services    | Taylor Leyva          | 1612 Laverder Dr             | Fernley       | NV             | 89408        | 775-420-2768 | Handyman                  | Handyman services, home rep       |
| Kat's Dry Cleaning & Alterations | Gabriel Torres        | 874 Cottonwood Lane          | Fernley       | NV             | 89408        | 559-410-2790 | Business Specific Profes  | Alterations & off-site dry cleani |
| Lawn Enforcement LLC             | Brian Peck / Adam V   | 218 Red Oak Dr.              | Fernley       | NV             | 89408        | 805-345-5005 | Lawn Care & Tree Servic   | Yard maintenance                  |
| Styled by Juana Professional LLC | Juana E Rosales       | 460 West Main St. Ste 103    | Fernley       | NV             | 89408        | 775-240-9696 | Hair/Nail/Tanning/Spa Se  | Hairstylist                       |
| Grand Totals:                    |                       |                              |               |                |              |              |                           |                                   |
| 12                               |                       |                              |               |                |              |              |                           |                                   |

## Report Criteria:

License.Status = "Active"

Business.Orignation date = 7/12/2024-7/31/2024



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Karrmynne Williams

**FINANCIAL IMPACT:**

Yes:X

No:

**CURRENTLY BUDGETED:**

Yes:X

No:

**FUND/ACCOUNT:**

GL#100-417-320

GL#100-475-320

GL#100-575-320

GL#510-810-320

GL#520-810-320

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

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

**AGENDA ITEM BRIEF:**

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

**RECOMMENDED MOTION:**

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

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

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

#### **BACKGROUND:**

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

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

The Nevada Revised Statutes require municipalities like the City of Fernley to award professional services such as professional services based on qualifications, not location or lowest price. Staff have determined that DOWL Reno, NV is the most qualified firm to perform the job and feel their quote is reasonable. If approved, Staff will move forward with issuing DOWL Reno, NV the contract to perform the work. The contract will be based on actual time and materials plus a lump sum basis for the annual maintenance fees for Project Management (\$1,000), Professional Services (\$38,000), Technical Support and Maintenance (\$5,000) and VueWorks Software Fee (\$6,000). The contract has a not-to-exceed amount of \$50,000.

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

#### **RELEVANT LAWS, STATUTES, AND REGULATIONS:**

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

#### **FINANCIAL IMPLICATIONS:**

\$50,000 is currently budgeted for FY 24/25. The cost is split between wastewater, parks, streets and storm drains, water distribution and water treatment.

#### **ATTACHMENTS:**

1. 2024.08.07 FY20234-25 DOWL Renewal Contract
2. CityOfFernley\_FY25\_GIS\_Services\_ScopeFee\_v2

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

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

and

DOWL Reno, NV  
5410 Longley Lane  
Reno, Nevada 89511

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

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

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. "City" means City of Fernley, County of Lyon, State of Nevada.
- b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2024, to the 30<sup>th</sup> day of June, 2025, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

DOWL Reno, NV  
5410 Longley Lane  
Reno, Nevada 89511

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

ATTACHMENT B: N/A

ATTACHMENT C: N/A

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

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

9. **INSPECTION & AUDIT.**

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



## CONTRACT

### A Contract For Vueworks and Web Viewer Hosting

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

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

#### 10. CONTRACT TERMINATION.

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

## CONTRACT

### A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

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

**15. INDEMNIFICATION.**

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

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

**16. INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6)

## CONTRACT

### A Contract For Vueworks and Web Viewer Hosting

unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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

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

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

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

COF

CTR

Workers' Compensation and Employer's Liability Insurance:

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

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

DOWL Reno, NV has entered into a contract with Owner to perform work from 7/1/2024 to 6/30/2025 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley  
595 Silver Lace Blvd  
Fernley, NV 89408

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

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

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

|     |     |
|-----|-----|
| COF | CTR |
|-----|-----|

### Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

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

|     |     |
|-----|-----|
| COF | CTR |
|-----|-----|

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

### Business Automobile Liability Insurance:

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

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

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CTR

### Professional Liability Insurance:

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

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CTR

### Umbrella or Excess Liability Insurance:

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

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COF☐  
CTR

### Commercial Crime Insurance:

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

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COF☐  
CTR

### Performance Security:

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

### General Requirements:

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

## CONTRACT

### A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

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

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

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

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

**22. CITY OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of



# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

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

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

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

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

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

## CONTRACT

### A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

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

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

**31. ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems

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### A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

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

## CONTRACT

### A Contract For Viewworks and Web Viewer Hosting

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

**CITY MANAGER**

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

\_\_\_\_\_  
BENJAMIN MARCHANT, CITY MANAGER  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

**CITY ATTORNEY**

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

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

\_\_\_\_\_  
AARON MOURITSEN, City Attorney  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

**CITY'S ORIGINATING DEPARTMENT:**

City of Fernley Department: ENGINEERING DEPARTMENT

\_\_\_\_\_  
DEREK STARKEY, Department Director  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

### CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of August 7, 20\_24\_\_, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

### FERNLEY:

\_\_\_\_\_  
NEAL E. MCINTYRE, MAYOR  
DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### ATTEST:

\_\_\_\_\_  
KIM SWANSON, CITY CLERK  
DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

# CONTRACT

## A Contract For Vueworks and Web Viewer Hosting

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

### CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BUSINESS LICENSE #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ / Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

My Commission Expires: \_\_\_\_\_

# **CONTRACT**

A Contract For Viewworks and Web Viewer Hosting

## ATTACHMENT A

## EXHIBIT A SCOPE OF WORK

---

### City of Fernley Fiscal Year 2025 GIS Services

#### INTRODUCTION

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

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

- Task 1 – Project Management
- Task 2 – Professional Services
- Task 3 – Technical Support and Maintenance

#### SERVICES

##### Task 1 – Project Management

###### **Objective**

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

###### **Approach**

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

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

###### **Deliverables**

The following deliverables will be submitted under this task:

- Monthly status reports

###### **Assumptions**

The following assumptions apply:

- Monthly reports will be provided with timely invoices.



- Project-related issues will be identified, communicated, and resolved.

## **Task 2 – Professional Services**

### **Objective**

Provide professional GIS and asset management services to the City.

### **Approach**

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

- Development of GIS solutions or tools.
- Improve access to ArcGIS Online (AGOL) for real time edits and updates.
- Database development services.
- Interactive meetings to refine asset management needs, goals and review current progress.

### **Deliverables**

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

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

### **Assumptions**

The following assumptions apply:

- The City will provide DOWL with a “Creator” level named user on their AGOL.
- Development of web applications for displaying City GIS information will be at City’s request.
- The City will assist DOWL in scheduling the key meetings for City employees as necessary.

## **Task 3 – Technical Support and Maintenance**

### **Objective**

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

### ***Approach***

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

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

### ***Deliverables***

This task does not include any formal deliverables.

### ***Assumptions***

The following assumptions apply:

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

## SCHEDULE

|                            |                      |
|----------------------------|----------------------|
|                            |                      |
| <b>Notice to Proceed:</b>  | <b>July 1, 2024</b>  |
| <b>Contract Terminates</b> | <b>June 30, 2025</b> |

**BUDGET**

|        |                                   |          |
|--------|-----------------------------------|----------|
| Task 1 | Project Management                | \$1,000  |
| Task 2 | Professional Services             | \$44,000 |
| Task 3 | Technical Support and Maintenance | \$5,000  |
| TOTAL: |                                   | \$50,000 |



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Kari Weitzel

**FINANCIAL IMPACT:**

Yes:X

No:

**CURRENTLY BUDGETED:**

Yes:X

No:

**FUND/ACCOUNT:**

510-810-698

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible action to authorize the execution of the water rights banking and dedication agreement with Veronda, LLC, APN 020-251-12 TCID serial number 1041-5-A in the amount of 4.5 acre feet.

**AGENDA ITEM BRIEF:**

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Veronda, LLC, APN 020-251-12 TCID serial number 1041-5-A in the amount of 4.5 acre feet.

**RECOMMENDED MOTION:**

"I move to authorize the execution of the Water Right Banking and Dedication Agreement from Veronda, LLC, APN 020-251-12 TCID serial number 1041-5-A in the amount of 4.5 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.

Veronda, LLC is proposing to dedicate 4.5 acre-feet of water rights appurtenant to APN 020-251-12 (TCID Serial Number 1041-5-A) 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.

This dedication of Water Rights will assist in Fernley's quest to protect our most valuable resource and support the City's economic development goals.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

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

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

1. Veronda Dedication Agreement
2. Veronda Draft Deed

**WATER RIGHTS BANKING  
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (this “Agreement”), by and between Veronda, LLC, a Nevada limited liability company, (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 four and one-half (4.5) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1041-5-A. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-251-12 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on March 23, 2023, as Document No. 668002.

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

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



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

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

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

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

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

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

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

**Dedicator**

Gerald Ricci

Veronda, LLC.

P.O. Box 2258

Fernley, NV 89408

**City of Fernley**

Department of Public Works

595 Silver Lace Boulevard

12. **General Conditions.**

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

- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
- (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
- (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall

warrant that it is the legal owner of the Water Rights.

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

[signature page follows]

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

**City of Fernley**

\_\_\_\_\_  
Mayor of Fernley

\_\_\_\_\_  
Date:

Attested:

\_\_\_\_\_  
City Clerk

**Dedicator**

\_\_\_\_\_  
Gerald Ricci, Manager

\_\_\_\_\_  
Date:



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

**LYON CO. APN: 020-251-12**

**RECORDING REQUESTED BY:**

City of Fernley  
595 Silver Lace Blvd  
Fernley, NV 89408

**AFTER RECORDATION RETURN TO:**

City of Fernley  
595 Silver Lace Blvd  
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**WATER RIGHTS GRANT, BARGAIN, & SALE DEED**

THIS WATER RIGHTS DEED is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, to convey the below-mentioned water rights from VERONDA, LLC, a Nevada limited liability company, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE").

**WITNESSETH:**

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

A Four and On-Half (4.5) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1041-5-A. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-251-12 and further described as follows:

*Parcel B as shown on the Record of Survey in Support of a Boundary Line Adjustment for James R. & Sheila M. Jenne, according to the Map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada on June 6, 2006, as Document No. 383842, Official Records, being more particularly described as follows:*

*All that certain real property being a portion of Parcels B & C as shown on the Parcel Map for James R. Jenne and Leanice A. Jenne, File No. 186935 of Lyon County records, lying in a portion of Section 23, Township 20 North, Range 24 East, Mount Diablo Meridian, being described as follows:*

*Beginning at the Southwest corner of said Parcel B, point also being on the Northerly right of way of Country Road as shown on said Parcel Map, File No. 186935, thence from said point of beginning and along the Westerly line of said Parcel B, North 0° 15' 50" West a distance of 340.05 feet to the Northwest corner of said Parcel B; Thence along the Northerly line of said Parcel B & Parcel C, North 89° 43' 23" East a distance of 357.49 feet to a point of intersection with the Westerly right of way line of Miller Lane as shown on said Parcel Map; Thence along said right of way South 0° 15' 50" East a distance of 67.93 feet; Thence leaving said right of way, South 89° 43' 23" West a distance of 160.08 feet; Thence South 0° 15' 50" East a distance of 272.12 feet to a point on the Northerly right of way line of Country Drive as shown on said Parcel Map; Thence along the Northerly right of way, South 89° 43' 26" West a distance of 197.41 feet to the point of beginning. Said parcel as further delineated as Adjusted Parcel B as shown on Lyon County Record of Survey map, recorded on June 6, 2006, as Document No. 383842, Official Records.*

*This legal description appeared previously in Document No. 668002, recorded on March 23, 2023, Official Records of Lyon County, Nevada.*

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues, or profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights and the appurtenances, unto the said GRANTEE, and to their successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto executed this WATER RIGHTS GRANT, BARGAIN, & SALE DEED the day and year first written above.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR: VERONDA, LLC

BY: \_\_\_\_\_  
Gerald Ricci, Manager

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
Gerald Ricci.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Karrmyne Williams

**FINANCIAL IMPACT:**

Yes:X

No:

**CURRENTLY BUDGETED:**

Yes:X

No:

**FUND/ACCOUNT:**

100-529-320

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

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

**AGENDA ITEM BRIEF:**

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

**RECOMMENDED MOTION:**

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

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

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

**BACKGROUND:**

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

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

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

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

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

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

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

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

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

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

**FINANCIAL IMPLICATIONS:**

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

**ATTACHMENTS:**

1. 2024.08.07 NCE FY2024-25 On Call Inspection Services Contract
2. NCE Exhibit A Fee Schedule

# CONTRACT

## A Contract For On Call Inspection Services

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

and

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

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

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

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this “Contract”) is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. “City” means City of Fernley, County of Lyon, State of Nevada.
- b. “Independent Contractor” means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2024, to the 30th day of June, 2025, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

## CONTRACT

### A Contract For On Call Inspection Services

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

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

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

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

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

9. **INSPECTION & AUDIT.**

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



# CONTRACT

## A Contract For On Call Inspection Services

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

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

### 10. CONTRACT TERMINATION.

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

## CONTRACT

### A Contract For On Call Inspection Services

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

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

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

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

# CONTRACT

## A Contract For On Call Inspection Services

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

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

**15. INDEMNIFICATION.**

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

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

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

# CONTRACT

## A Contract For On Call Inspection Services

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

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

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

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

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

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

# CONTRACT

## A Contract For On Call Inspection Services

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

COF

CTR

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

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

NCE has entered into a contract with Owner to perform work from July 1, 2024 to June 30, 2025 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley  
595 Silver Lace Blvd  
Fernley, NV 89408

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

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

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

COF

CTR

### Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

# CONTRACT

## A Contract For On Call Inspection Services

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

COF

CTR

### Business Automobile Liability Insurance:

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

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

COF

CTR

### Professional Liability Insurance:

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

COF

CTR

### Umbrella or Excess Liability Insurance:

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

COF

CTR

### Commercial Crime Insurance:

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

COF

CTR

### Performance Security:

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

# CONTRACT

## A Contract For On Call Inspection Services

### General Requirements:

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

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

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

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

# CONTRACT

## A Contract For On Call Inspection Services

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

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

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

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

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

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

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



# CONTRACT

## A Contract For On Call Inspection Services

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

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

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

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

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

## CONTRACT

### A Contract For On Call Inspection Services

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

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

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

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

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

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

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

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

## CONTRACT

### A Contract For On Call Inspection Services

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

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

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

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

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

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

## CONTRACT

### A Contract For On Call Inspection Services

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

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

#### **CITY MANAGER**

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

\_\_\_\_\_  
BENJAMIN MARCHANT  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

#### **CITY ATTORNEY**

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

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

\_\_\_\_\_  
AARON MOURITSEN  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

#### **CITY'S ORIGINATING DEPARTMENT:**

City of Fernley Department: ENGINEERING

\_\_\_\_\_  
DEREK STARKEY, Department Director  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

# CONTRACT

## A Contract For On Call Inspection Services

### CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of August 7, 20\_24\_, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

### FERNLEY:

\_\_\_\_\_  
NEAL E. MCINTYRE, MAYOR

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

### ATTEST:

\_\_\_\_\_  
KIM SWANSON, CITY CLERK

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_24\_.

# CONTRACT

## A Contract For On Call Inspection Services

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

### CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BUSINESS LICENSE #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ / Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

My Commission Expires: \_\_\_\_\_

July 11, 2024

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

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

Dear Mr. Starkey:

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

**Project Understanding:** The City of Fernley is interested in having NCE provide miscellaneous inspection and engineering support services for fiscal year 2024-2025.

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

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

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

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

300 E. 2nd Street, Suite 1210  
Reno, NV 89501  
(775) 329-4955

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Dick Minto".

Dick Minto  
Senior Construction Manager

A handwritten signature in blue ink, appearing to read "Angie Hueftle".

Angie Hueftle, PE  
Principal Engineer

Attachment 1 – NCE FY 2024 Schedule of Charges





## SCHEDULE OF CHARGES 2024

### PROFESSIONAL SERVICES

|                 |            |
|-----------------|------------|
| Principal ..... | \$335/hour |
| Associate.....  | \$265/hour |
| Senior II.....  | \$225/hour |
| Senior I.....   | \$215/hour |
| Project II..... | \$205/hour |
| Project I.....  | \$190/hour |
| Staff II.....   | \$180/hour |
| Staff I.....    | \$165/hour |

### TECHNICAL SERVICES

|                                     |                       |
|-------------------------------------|-----------------------|
| Senior Construction Manager*.....   | \$170/(\$195-PW)/hour |
| Construction Inspector* .....       | \$150/(\$175-PW)/hour |
| Senior Designer.....                | \$180/hour            |
| CADD Designer .....                 | \$160/hour            |
| CADD/GIS Technician.....            | \$135/hour            |
| Senior Field Scientist.....         | \$145/hour            |
| Field Scientist .....               | \$125/hour            |
| Senior Technician* .....            | \$150/(\$175-PW)/hour |
| Field/Engineering Technician* ..... | \$125/(\$150-PW)/hour |
| Project Administrator .....         | \$130/hour            |
| Technical Editor.....               | \$115/hour            |
| Clerical.....                       | \$115/hour            |

### CONTRACT LABOR

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

### LITIGATION SUPPORT

|                                       |            |
|---------------------------------------|------------|
| Engineer/Scientist .....              | \$415/hour |
| Court Appearances & Depositions ..... | \$575/hour |

### EQUIPMENT

|                                            |                               |
|--------------------------------------------|-------------------------------|
| Plotter Usage .....                        | (separate fee schedule)       |
| Truck .....                                | \$125/day                     |
| Automobile .....                           | IRS Standard Mileage Rate+15% |
| Falling Weight Deflectometer Testing ..... | \$4,500/Day                   |
| Coring.....                                | \$5,500/Day                   |
| Environmental Equipment.....               | (separate fee schedule)       |

### OUTSIDE SERVICES

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

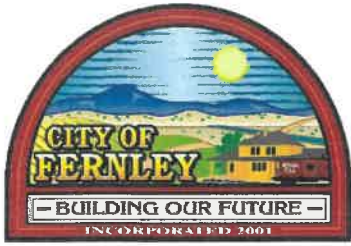
### COMMUNICATION/ REPRODUCTION

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

### TERMS

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

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



# CITY OF FERNLEY

## City Manager's Office

Administration  
Human Resources  
Budgeting  
Risk Management  
Animal Control  
& Contract

### Memorandum of Understanding Between The City of Fernley and IBEW 1245 July 1, 2024

The City of Fernley and IBEW Local 1245 have reached a joint agreement on the Compensation Plan. This plan, detailed in the attached document titled "24/25 Comp Plan Study," was approved by the Council in May 2024 and has been ratified by union members. The new wages and salary step ranges outlined in this study will replace the previously agreed-upon salary adjustments defined in the MOU dated May 2, 2022, which covered the period from 2022 to 2026.

To further define step progression for all employees referenced in Article V in the current agreement and to resolve grievance 02-2022, the parties agree the following language will replace "Salary Step Administration" under Article V in the current MOU:

#### *Salary Step Administration*

- A. In most instances, new employees will be appointed at Step 1 of the salary range. In cases where a candidate has exceptional experience and/or education, appointment at a higher step may be considered by the appointing authority.
- B. Employee with an acceptable evaluation will advance to the next step in that employee's step progression on July 1<sup>st</sup> following their anniversary date of their current classification. If an employee receives an unsatisfactory rating on their performance evaluation, the City may hold an employee in the their current wage step, thus the employee will not progress for that anniversary period.
- C. Promotions to a higher classification will result in an increase in pay to Step 1 of the higher classification salary range or approximately five percent (5%), whichever is higher.
- D. Any future agreed to cost of living adjustments shall be applied to each wage step.

City of Fernley's Representative:

\_\_\_\_\_  
Ben Marchant  
City Manager

Date: \_\_\_\_\_

IBEW Regional Office:

  
\_\_\_\_\_  
Marty Kumle  
Business Representative IBEW LU 1245

Date: 7-22-24

  
\_\_\_\_\_  
Dylan Gottfried  
Senior Assistant Business Manager  
IBEW LU 1245

Date: 07/19/2024

  
\_\_\_\_\_  
Bob Dean  
Business Manager IBEW LU 1245

Date: 07/19/2024

Ratification of the Agreement  
Fernley City Council, by a vote of  
Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Neal E. McIntyre  
Mayor

\_\_\_\_\_  
Attest: Kimberly Swanson  
City Clerk



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Barry Williams, Public Works Director

**FINANCIAL IMPACT:**

Yes:x

No:

**CURRENTLY BUDGETED:**

Yes:x

No:

**FUND/ACCOUNT:**

510-165100, 520-165100, 100-575-742, 100-475-742

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible Action to purchase one (1), 1 and ½-ton pickup truck with service box and crane for the City of Fernley's Fleet Department for an amount of \$106,565, with a contingency of \$31,969.50, not to exceed \$200,000.

**AGENDA ITEM BRIEF:**

This purchase will replace one (1) truck that is currently assigned to the Fleet Department. If approved, this vehicle will be utilized in the day-to-day fleet operations of the maintenance and repair of the City's aging fleet.

**RECOMMENDED MOTION:**

"I move to Approve the purchase of one (1), 1 and ½-ton pickup truck with service box and crane for the City of Fernley's Fleet Department for an amount of \$106,565, with a contingency of \$31,969.50, not to exceed \$200,000."

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

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

**BACKGROUND:**

The City of Fernley's Fleet Department is requesting to replace one (1) pickup truck with crane attachment that is currently assigned to the department. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (FMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, City Staff will dispose of the current assets per the FMP Policy.

Every fiscal year, the State accepts bids from dealerships around Nevada for assorted makes and models of work trucks, cars and light and heavy equipment for purchase by local government agencies. Using the results of the State's competitive bid process is standard practice for municipalities because it saves time and money. The municipality does not have to assemble bid documents, advertise, and rank bidders with the intention of making a purchase.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

NRS 332.063

**FINANCIAL IMPLICATIONS:**

This purchase will be proportionally shared between G.L. numbers 100-575-742 and 100-475-742 within the General Fund, G.L. number 510-165100 of the Water Enterprise Fund, and G.L. number 520-165100 of the Sewer Enterprise Fund as outlined in the FY 24-25 Budget.

**ATTACHMENTS:**

1. Detail\_Sheet Fleet Service Crane Truck
2. Quote-Corwin Ford 2024 Ford F550 w Crane Body

## PROJECT DETAIL SHEET

| Project Title: 1-Ton and a Half Pickup Truck with Crane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                                                          |                      |                                                                                     |         |         |         |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------|---------|---------|---------|---------|
| Department: Fleet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                                                          |                      |                                                                                     |         |         |         |         |
| <u>Description and Justification:</u><br><br><p>The City of Fernley's Fleet Department is requesting one (1), 1 and ½-ton, four-wheel drive pickup truck with service box and crane to replace one (1) truck that is currently assigned to the division. If approved, this equipment will be utilized in the day-to-day fleet operations of the maintenance and repair of the city's aging fleet. The current truck assigned to the Department is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (PMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, Staff anticipates disposal of the current assets per the FMP Policy.</p> |                    |                                                          |                      |  |         |         |         |         |
| Relationship to Strategic Plan: City of Fernley Fleet Management Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                                          |                      |                                                                                     |         |         |         |         |
| Relationship to Council Priorities: FY 2024/2025 Budget priorities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                                                          |                      |                                                                                     |         |         |         |         |
| <b>RECOMMENDED FINANCING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                                                          |                      |                                                                                     |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Source of Funds/GL |                                                          | Total Five-Year Cost | Estimated Expenditures by Fiscal Year                                               |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                                                          |                      | FY24/25                                                                             | FY25/26 | FY26/27 | FY27/28 | FY28/29 |
| A. Feasibility Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |                                                          |                      |                                                                                     |         |         |         |         |
| B. Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                                                          |                      |                                                                                     |         |         |         |         |
| C. Land Acquisition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                                                          |                      |                                                                                     |         |         |         |         |
| D. Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                                                          |                      |                                                                                     |         |         |         |         |
| E. Furnishings/ Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                                                          |                      |                                                                                     |         |         |         |         |
| F. Departmental Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1,2,3              | 510-165100,<br>520-165100,<br>100-575-742<br>100-475-742 | \$200,000            | \$200,000                                                                           |         |         |         |         |
| G. Contingency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                          |                      |                                                                                     |         |         |         |         |
| H. Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                                          |                      |                                                                                     |         |         |         |         |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                                                          | \$200,000            | \$200,000                                                                           |         |         |         |         |
| <u>Source of Funds Legend</u><br><div style="display: flex; justify-content: space-between;"> <div> (1) General Fund<br/> (2) Water Enterprise Fund </div> <div> (3) Sewer Enterprise Fund<br/> (4) Federal Grants </div> <div> (5) Capital Fund<br/> (6) RCT Funds </div> <div> (7) Other </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                                          |                      |                                                                                     |         |         |         |         |



Invoice # 06/17/2024

**Corwin | Ford**  
RENO

Sales • Service • Used Cars & Trucks

3600 KIETZKE LANE  
RENO, NV 89502

P.O. BOX 12970  
RENO, NV 89510

775-829-3206 Direct

Customer # CITY OF FERNLEY

Sold to:

Address:

City, State &  
Zip Code

| VIN               | Year   | Make | Model |
|-------------------|--------|------|-------|
|                   | 2024   | Ford | F550  |
| Salesperson       | Deal # |      | PO #  |
| Dennis Tagliarino |        |      |       |

**2024 FORD F550 CRANE 4X4 660A EQUIP GROUP**

**OXFORD WHITE EXTERIOR/CLOTH GREY INT**

**7.3 GAS/ 10 SPEED TRANS**

**SPARE TIRE/JACK**

**XL CHROME PKG/FOG LAMPS**

**4.88 AXLE**

**18000#GVWR/ 120/400W OUTLET**

**410 AMP ALT/ ALL POWER**

**HVY DUTY FRONT SUSPENSION**

**TRUCK COST \$59,970 PLUS \$28.25 TITLE FEE**

**CRANE BODY COST \$46,595**

**TOTAL COST \$106,565**

***Thank you for your  
business!***



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Barry Williams, Public Works Director

**FINANCIAL IMPACT:**

Yes:x

No:

**CURRENTLY BUDGETED:**

Yes:x

No:

**FUND/ACCOUNT:**

100-575-742

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible Action to purchase one (1), 1-ton pickup truck with service body for the City of Fernley's Parks Department for an amount not to exceed \$70,000.

**AGENDA ITEM BRIEF:**

This purchase will replace one (1) truck that is currently assigned to the Parks Department. If approved, this vehicle will be utilized in the day-to-day maintenance and operations of publicly owned parks and facilities.

**RECOMMENDED MOTION:**

"I move to Approve the purchase of one (1), 1-ton pickup truck with service body for the City of Fernley's Parks Department for an amount not to exceed \$70,000."

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

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

**BACKGROUND:**



The City of Fernley's Parks Department is requesting to replace one (1) pickup truck that is currently assigned to the department. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (FMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, City Staff will dispose of the current assets per the FMP Policy.

Every fiscal year, the State accepts bids from dealerships around Nevada for assorted makes and models of work trucks, cars and light and heavy equipment for purchase by local government agencies. Using the results of the State's competitive bid process is standard practice for municipalities because it saves time and money. The municipality does not have to assemble bid documents, advertise, and rank bidders with the intention of making a purchase.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

NRS 332.063

**FINANCIAL IMPLICATIONS:**

This purchase will be made using G.L. number 100-575-742 within the General Fund portion of the FY 24-25 Budget.

**ATTACHMENTS:**

1. Detail\_Sheet Parks Service Truck

## PROJECT DETAIL SHEET

| Project Title: 1-ton Pickup Truck with Service Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |             |                      |                                                                                     |         |         |         |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|----------------------|-------------------------------------------------------------------------------------|---------|---------|---------|---------|
| Department: Parks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |             |                      |                                                                                     |         |         |         |         |
| <u>Description and Justification:</u><br><br><p>The City of Fernley's Parks Department is requesting one (1), 1-ton, four-wheel drive pickup truck with service body to replace one (1) truck that is currently assigned to the division. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (PMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, Staff anticipates disposal of the current assets per the FMP Policy.</p> |                    |             |                      |  |         |         |         |         |
| Relationship to Strategic Plan: City of Fernley Fleet Management Program                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |             |                      |                                                                                     |         |         |         |         |
| Relationship to Council Priorities: FY 2024/2025 Budget priorities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |             |                      |                                                                                     |         |         |         |         |
| <b>RECOMMENDED FINANCING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |             |                      |                                                                                     |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Source of Funds/GL |             | Total Five-Year Cost | Estimated Expenditures by Fiscal Year                                               |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |             |                      | FY24/25                                                                             | FY25/26 | FY26/27 | FY27/28 | FY28/29 |
| A. Feasibility Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |             |                      |                                                                                     |         |         |         |         |
| B. Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |             |                      |                                                                                     |         |         |         |         |
| C. Land Acquisition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |             |                      |                                                                                     |         |         |         |         |
| D. Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |             |                      |                                                                                     |         |         |         |         |
| E. Furnishings/ Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |             |                      |                                                                                     |         |         |         |         |
| F. Departmental Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1                  | 100-575-742 | \$65,313.25          | \$65,313.25                                                                         |         |         |         |         |
| G. Contingency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |             |                      |                                                                                     |         |         |         |         |
| H. Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |             |                      |                                                                                     |         |         |         |         |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |             | \$65,313.25          | \$65,313.25                                                                         |         |         |         |         |
| <u>Source of Funds Legend</u><br><div style="display: flex; justify-content: space-between; padding: 5px;"> <span>(1) General Fund</span> <span>(3) Sewer Enterprise Fund</span> <span>(5) Capital Fund</span> <span>(7) Other</span> </div> <div style="display: flex; justify-content: space-between; padding: 5px;"> <span>(2) Water Enterprise Fund</span> <span>(4) Federal Grants</span> <span>(6) RCT Funds</span> </div>                                                                                                     |                    |             |                      |                                                                                     |         |         |         |         |



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Barry Williams, Public Works Director

**FINANCIAL IMPACT:**

Yes:x

No:

**CURRENTLY BUDGETED:**

Yes:x

No:

**FUND/ACCOUNT:**

100-475-742

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible Action to purchase one (1), 1-ton pickup truck with contractor body for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$80,000.

**AGENDA ITEM BRIEF:**

This purchase will replace one (1) truck that is currently assigned to the Streets and Storm Drains Department. If approved, this vehicle will be utilized in the day-to-day maintenance and repairs of the City's streets, traffic control devices, and storm drain infrastructure.

**RECOMMENDED MOTION:**

"I move to Approve the purchase of one (1), 1-ton pickup truck with service body for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$80,000."

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

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

**BACKGROUND:**

The City of Fernley's Streets and Storm Drains Department is requesting to replace one (1) pickup truck that is currently assigned to the department. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (FMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, City Staff will dispose of the current assets per the FMP Policy.

Every fiscal year, the State accepts bids from dealerships around Nevada for assorted makes and models of work trucks, cars and light and heavy equipment for purchase by local government agencies. Using the results of the State's competitive bid process is standard practice for municipalities because it saves time and money. The municipality does not have to assemble bid documents, advertise, and rank bidders with the intention of making a purchase.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

NRS 332.063

**FINANCIAL IMPLICATIONS:**

This purchase will be made using G.L. number 100-475-742 within the General Fund portion of the FY 24-25 Budget.

**ATTACHMENTS:**

1. Detail\_Sheet Streets Contractor Truck

## PROJECT DETAIL SHEET

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |             |                      |                                                                                     |         |         |         |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|----------------------|-------------------------------------------------------------------------------------|---------|---------|---------|---------|
| Project Title: 1-ton Pickup Truck with Contractor Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |             |                      |                                                                                     |         |         |         |         |
| Department: Streets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |             |                      |                                                                                     |         |         |         |         |
| <u>Description and Justification:</u><br><br><p>The City of Fernley's Streets Department is requesting one (1), 1-ton, four-wheel drive pickup truck with a contractor body to replace one (1) truck that is currently assigned to the division. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (PMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, Staff anticipates disposal of the current assets per the FMP Policy.</p> |                    |             |                      |  |         |         |         |         |
| Relationship to Strategic Plan: City of Fernley Fleet Management Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |             |                      |                                                                                     |         |         |         |         |
| Relationship to Council Priorities: FY 2024/2025 Budget priorities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |             |                      |                                                                                     |         |         |         |         |
| RECOMMENDED FINANCING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |             |                      |                                                                                     |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Source of Funds/GL |             | Total Five-Year Cost | Estimated Expenditures by Fiscal Year                                               |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |             |                      | FY24/25                                                                             | FY25/26 | FY26/27 | FY27/28 | FY28/29 |
| A. Feasibility Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |             |                      |                                                                                     |         |         |         |         |
| B. Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |             |                      |                                                                                     |         |         |         |         |
| C. Land Acquisition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |             |                      |                                                                                     |         |         |         |         |
| D. Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |             |                      |                                                                                     |         |         |         |         |
| E. Furnishings/ Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |             |                      |                                                                                     |         |         |         |         |
| F. Departmental Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1                  | 100-475-742 | \$72,292.25          | \$72,292.25                                                                         |         |         |         |         |
| G. Contingency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |             | \$7,229.25           | \$7,229.25                                                                          |         |         |         |         |
| H. Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |             |                      |                                                                                     |         |         |         |         |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |             | \$79,521.50          | \$79,521.50                                                                         |         |         |         |         |
| <u>Source of Funds Legend</u><br><div style="display: flex; justify-content: space-between;"> <span>(1) General Fund</span> <span>(3) Sewer Enterprise Fund</span> <span>(5) Capital Fund</span> <span>(7) Other</span> </div> <div style="display: flex; justify-content: space-between;"> <span>(2) Water Enterprise Fund</span> <span>(4) Federal Grants</span> <span>(6) RCT Funds</span> </div>                                                                                                                                        |                    |             |                      |                                                                                     |         |         |         |         |



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Barry Williams, Public Works Director

**FINANCIAL IMPACT:**

Yes:x

No:

**CURRENTLY BUDGETED:**

Yes:x

No:

**FUND/ACCOUNT:**

520-165100

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible Action to purchase one (1), 3/4-ton pickup truck with service body for the City of Fernley's Wastewater Department for an amount not to exceed \$75,437.

**AGENDA ITEM BRIEF:**

This purchase will replace one (1) truck that is currently assigned to the Wastewater Department. If approved, this vehicle will be utilized in the day-to-day maintenance and operations of the City's wastewater collection system.

**RECOMMENDED MOTION:**

"I move to Approve the purchase of one (1), 3/4-ton pickup truck with service body for the City of Fernley's Wastewater Department for an amount not to exceed \$75,437."

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

**BACKGROUND:**

The City of Fernley's Wastewater Department is requesting to replace one (1) pickup truck that is currently assigned to the department. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (FMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, City Staff will dispose of the current assets per the FMP Policy.

Every fiscal year, the State accepts bids from dealerships around Nevada for assorted makes and models of work trucks, cars and light and heavy equipment for purchase by local government agencies. Using the results of the State's competitive bid process is standard practice for municipalities because it saves time and money. The municipality does not have to assemble bid documents, advertise, and rank bidders with the intention of making a purchase.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

NRS 332.063

**FINANCIAL IMPLICATIONS:**

This purchase will be made using G.L. number 520-165100 within the Sewer Enterprise Fund portion of the FY 24-25 Budget.

**ATTACHMENTS:**

1. Detail\_Sheet Wastewater Service Truck

## PROJECT DETAIL SHEET

| Project Title: ¾ ton Pickup Truck with Service Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |            |                      |                                                                                     |         |         |         |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|----------------------|-------------------------------------------------------------------------------------|---------|---------|---------|---------|
| Department: Wastewater                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |            |                      |                                                                                     |         |         |         |         |
| <u>Description and Justification:</u><br><br><p>The City of Fernley's Wastewater Department is requesting one (1), 3/4-ton, four-wheel drive pickup truck with service body to replace one (1) truck that is currently assigned to the division. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (PMP) Policy, Table 4.1 Appendix 8, Replacement Standard. If approved, Staff anticipates disposal of the current assets per the FMP Policy.</p> |                    |            |                      |  |         |         |         |         |
| Relationship to Strategic Plan: City of Fernley Fleet Management Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |            |                      |                                                                                     |         |         |         |         |
| Relationship to Council Priorities: FY 2024/2025 Budget priorities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |            |                      |                                                                                     |         |         |         |         |
| <b>RECOMMENDED FINANCING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |            |                      |                                                                                     |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Source of Funds/GL |            | Total Five-Year Cost | Estimated Expenditures by Fiscal Year                                               |         |         |         |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |            |                      | FY24/25                                                                             | FY25/26 | FY26/27 | FY27/28 | FY28/29 |
| A. Feasibility Study                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |            |                      |                                                                                     |         |         |         |         |
| B. Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |            |                      |                                                                                     |         |         |         |         |
| C. Land Acquisition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |            |                      |                                                                                     |         |         |         |         |
| D. Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |            |                      |                                                                                     |         |         |         |         |
| E. Furnishings/ Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |            |                      |                                                                                     |         |         |         |         |
| F. Departmental Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3                  | 520-165100 | \$62,313.25          | \$62,313.25                                                                         |         |         |         |         |
| G. Contingency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |            | \$6,231.35           | \$6,231.35                                                                          |         |         |         |         |
| H. Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |            |                      |                                                                                     |         |         |         |         |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |            | \$68,544.60          | \$68,544.60                                                                         |         |         |         |         |
| <u>Source of Funds Legend</u><br><div style="display: flex; justify-content: space-between; padding: 0;"> <div style="width: 20%;">(1) General Fund</div> <div style="width: 20%;">(3) Sewer Enterprise Fund</div> <div style="width: 20%;">(5) Capital Fund</div> <div style="width: 20%;">(7) Other</div> <div style="width: 20%;">(2) Water Enterprise Fund</div> <div style="width: 20%;">(4) Federal Grants</div> <div style="width: 20%;">(6) RCT Funds</div> </div>                                                                  |                    |            |                      |                                                                                     |         |         |         |         |





# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Aaron Mouritsen, City Attorney

**FINANCIAL IMPACT:**

Yes: No: X

**CURRENTLY BUDGETED:**

Yes: N/A No:

**FUND/ACCOUNT:**

N/A

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible Action to approve a contract with VIA Real Estate LLC and Lyon County to resolve a title issue involving a portion of Fremont St. adjacent to APN #021-271-03 and related matters

**AGENDA ITEM BRIEF:**

VIA Real Estate is purchasing property located at 1200 Fremont Street, Fernley, Nevada, Lyon County APN 021-271-03. On April 10, 2024, the City Planning Commission approved VIA Real Estates application for a Conditional Use Permit (CUP24002), subject to various conditions of approval including, but not limited to, requirements to construct improvements on Fremont Street and dedicate them to the City with appropriate rights-of-way. VIA Real Estate recently discovered a defect in title that potentially affects its ability comply with the dedication requirements for CUP24002. The agreement is intended to provide VIA Real Estate assurances that it will not be prevented from developing the property due to the title issue

**RECOMMENDED MOTION:**

I motion to approve a contract with VIA Real Estate LLC and Lyon County to resolve a title issue involving a portion of Fremont St. adjacent to APN #021-271-03 and related matters

**BUSINESS IMPACT (per NRS Chapter 237):**

N/A

See attached report for background, analysis, alternatives.

**ALTERNATIVES:**

N/A

**BACKGROUND:**

VIA Real Estate is purchasing property located at 1200 Fremont Street, Fernley, Nevada, Lyon County APN 021-271-03. On April 10, 2024, the City Planning Commission approved VIA Real Estates application for a Conditional Use Permit (CUP24002), subject to various conditions of approval including, but not limited to, requirements to construct improvements on Fremont Street and dedicate them to the City with appropriate rights-of-way. VIA Real Estate recently discovered a defect in title that potentially affects its ability comply with the dedication requirements for CUP24002. The agreement is intended to provide VIA Real Estate assurances that it will not be prevented from developing the property due to the title issue.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

None



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Benjamin Marchant, City Manager

**FINANCIAL IMPACT:**

Yes: X

No:

**CURRENTLY BUDGETED:**

Yes:

No: X

**FUND/ACCOUNT:**

100-417-720 and 210-425-720

**ACTION REQUESTED:** Motion

**AGENDA ITEM:**

(For Possible Action) Approval of a contract with Video Wall Solutions for Acoustic Treatment of City of Fernley City Council Chamber not to exceed \$91,005.00.

**AGENDA ITEM BRIEF:**

This is a proposal to improve the City Council Chamber's sound system and acoustical treatments to improve the quality of sound in the room.

**RECOMMENDED MOTION:**

"I move to approve the contract with Video Wall Solutions for Acoustic Treatment of City of Fernley City Council Chamber for an amount not to exceed \$91,005.00."

**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:**

The Council may deny or direct staff to pursue additional quotes.

**BACKGROUND:**

Parts of the City Council Chamber's sound system have gone beyond its useful life, are no longer supported, and are beginning to fail. This quote proposes to replace and update the obsolete equipment and add acoustical panels around the room to optimize the sound. These improvements will be funded between Capital Improvements for Facilities and Municipal Court Capital improvements. The quote includes options to add screen printing for some decorative panels to accent the room at the City Council's discretion.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

N/A

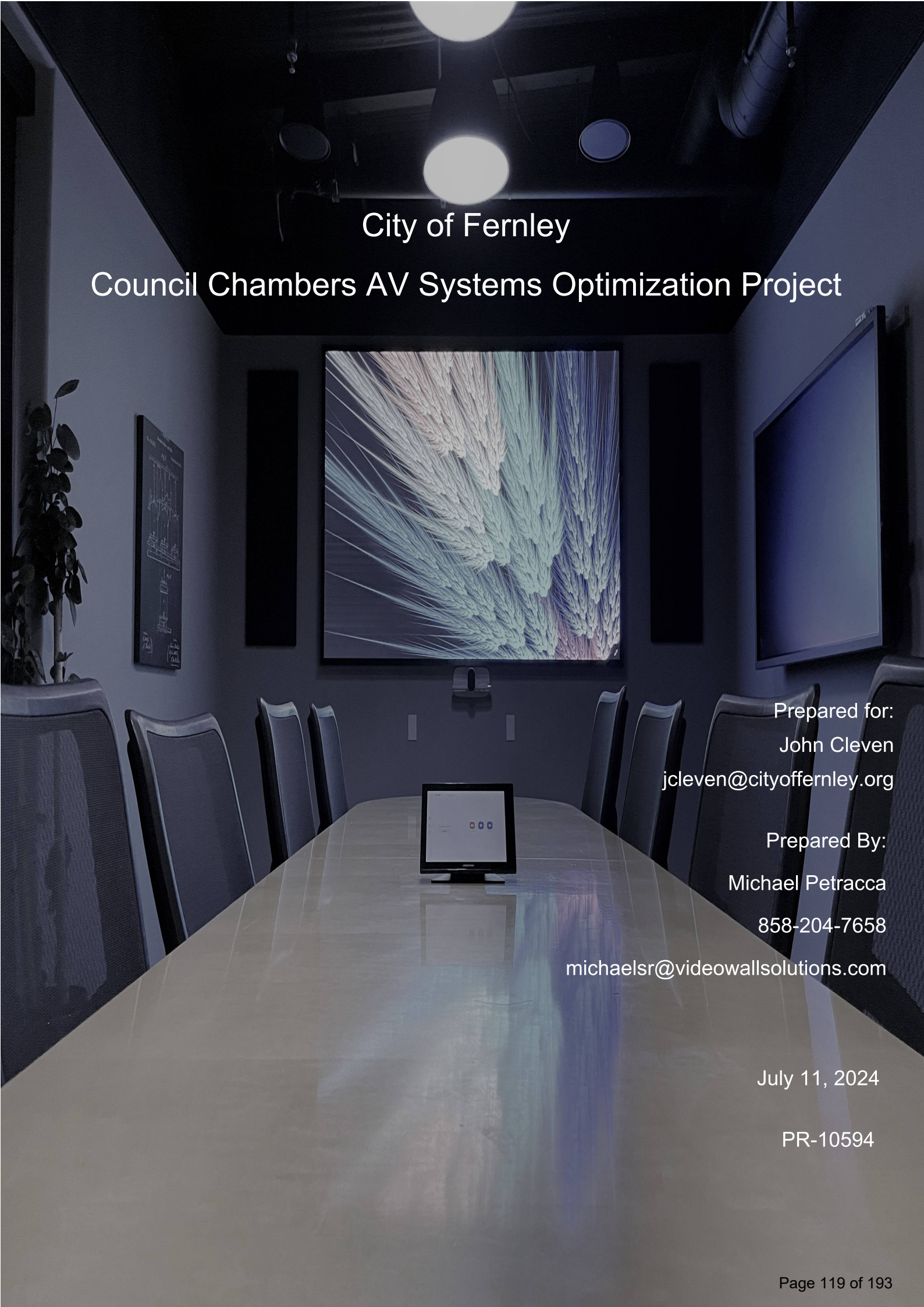
**FINANCIAL IMPLICATIONS:**

This was not included in the FY24-25 budget. However, funds are available in savings.

**ATTACHMENTS:**

1. Video Wall Solutions Proposal AV Systems Upgrade 7-11-24 (002)
2. 2024.07.23 Cof\_Video Wall Solutions Contract\_Chambers





# City of Fernley

## Council Chambers AV Systems Optimization Project

Prepared for:  
John Clevon  
[jclevon@cityoffernley.org](mailto:jclevon@cityoffernley.org)

Prepared By:  
Michael Petracca  
858-204-7658  
[michaelsr@videowallsolutions.com](mailto:michaelsr@videowallsolutions.com)

July 11, 2024

PR-10594

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# Executive Summary

## City of Fernley AV Systems Update for City Council Chambers

The City of Fernley is undertaking a crucial upgrade to the audio-visual (AV) systems within the City Council Chambers. This enhancement aims to modernize and optimize the control systems, replace the outdated microphone system, and integrate a ZOOM (UC) room system controller. These improvements will ensure efficient operations, enhanced audio clarity, and seamless virtual meeting capabilities, aligning with the City's commitment to leveraging technology for better governance.

### Objectives

1. Optimize System Control: Streamline the AV system controls for ease of use, ensuring that City Council meetings and court sessions are managed efficiently with minimal technical difficulties.
2. Replace Existing Microphone System: Upgrade the microphone system to provide superior audio quality, ensuring clear and intelligible communication during meetings.
3. Add ZOOM UC Room System Controller: Incorporate a ZOOM UC room system controller to facilitate hybrid meetings, enabling effective participation from remote attendees.
4. Implement Acoustic Treatment Panels throughout the space to reduce deflection, sound reverberation, and soften sounds inside the meeting space

### Key Benefits

1. Enhanced Meeting Efficiency: Simplified control interfaces will reduce setup time and minimize disruptions during meetings, allowing for a smoother flow of proceedings.
2. Improved Audio Quality: The new microphone system will deliver crystal-clear audio, enhancing communication among council members and with the public. Acoustic panels will enhance the in-room experience.
3. Seamless Virtual Integration: The ZOOM UC room system controller will provide robust support for virtual meetings, ensuring remote participants can engage fully, thereby increasing accessibility and participation.

### Conclusion

The proposed update to the AV systems in the City Council Chambers is a strategic investment in the City of Fernley's technological infrastructure. By optimizing system controls, replacing outdated equipment, and integrating advanced virtual meeting capabilities, and adding acoustic treatment ,the City will enhance its operational efficiency and public engagement. We recommend proceeding with the proposed upgrades to ensure the City Council Chambers are equipped to meet the demands of modern governance.

# Project Description

**System Control Optimization:** Implement a user-friendly control interface with intuitive touchscreens and automated presets for different meeting scenarios. VWS will leverage as much as possible the existing user interface as the staff is familiar with it. We will consolidate the scenarios to create efficiencies in system operation. We will reduce the system start-up time removing unnecessary timers. Training sessions will be provided to staff to ensure seamless operation.

**Replace existing Shure Microphones:** Replace microphones with ethernet connected microphones. VWS will provide a Netgear AV ethernet switch to accommodate all microphones. Audio will be routed using Dante (Digital Audio Network Through Ethernet) audio networking technology developed by Audinate. It enables the distribution of high-quality, uncompressed digital audio over standard Ethernet networks with low latency and high synchronization accuracy. Here is a detailed description of the Dante audio routing system:

## Digital Audio Networking

- **Ethernet-Based:** Utilizes standard Ethernet cables and switches.
- **Scalability:** Easily scalable from small installations to large, complex networks, accommodating hundreds of audio channels.
- **Flexibility:** Allows for audio routing between multiple devices without the need for physical re-patching, providing flexibility in configuring audio systems.

## High-Quality Audio

- **Uncompressed Audio:** Transmits uncompressed, high-resolution audio (up to 32-bit/192 kHz) ensuring pristine audio quality.
- **Low Latency:** Offers ultra-low latency, often less than 1 millisecond, ensuring real-time audio transmission suitable for live sound applications.

## Synchronization

- **Sample-Accurate Sync:** Ensures precise synchronization of all audio channels across the network, eliminating timing issues and phase discrepancies.



# Project Description - Continued

**ZOOM UC Room System Integration:** Deploy the Crestron UC-CX100-Z ZOOM UC room system controller to facilitate hybrid meetings. This will include setting up the necessary hardware, software, and network configurations to support high-definition video and audio streaming.

**Acoustic Treatment:** Implementing acoustic treatment in a meeting space significantly enhances the audio quality by reducing echo and ambient noise. This creates a more conducive environment for clear communication, leading to more effective meetings. By improving speech intelligibility, participants can better understand each other, which fosters collaboration and reduces the likelihood of miscommunication. Additionally, an acoustically treated space can contribute to a more professional and comfortable atmosphere, enhancing the overall experience for attendees and reflecting positively on your organization.

## Timeline and Budget

The project is projected to be completed within a 90 day timeframe, scheduled to ensure minimal disruption to ongoing council and court activities. A detailed budget has been prepared, outlining costs for equipment, installation, training, and maintenance.

# Engineered Acoustic Panel Placement

## Layout

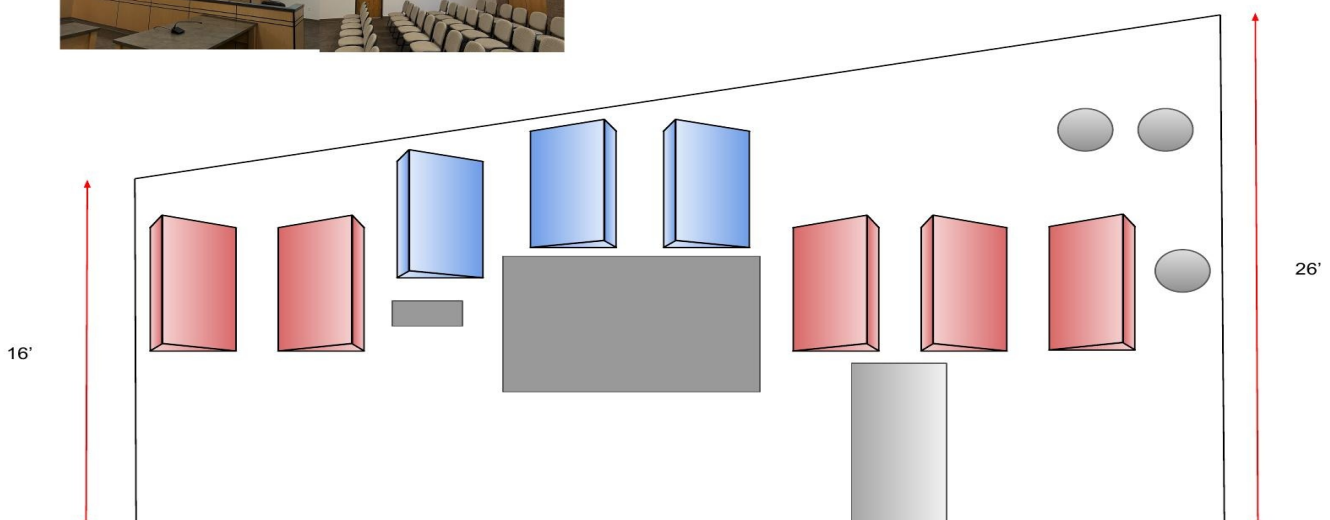
DESIGN | MANUFACTURE | INSTALL



## Layout

DESIGN | MANUFACTURE | INSTALL

Red - 4'x8'  
Blue - 4'x6'



This panel count does NOT take into consideration any "clutter" on the walls (ER lights, vents, large doors, media booths, columns, scoreboards, etc...). A "FINAL" panel count will need to be confirmed and we can make any revision at that time. We know that panel counts change but we like to start with the "most" that you could use so that when we do our final revision the count / price comes down rather than up.

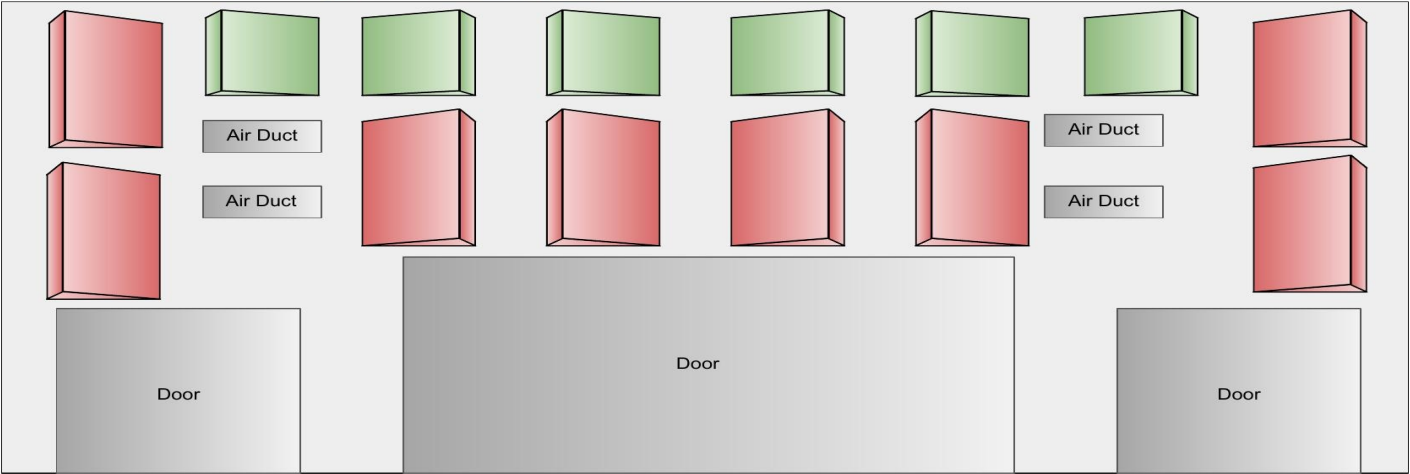
This drawing is only for visual reference of panel placement and layout...this is a guide to be used when going around the room. All estimations will have to be field verified.

Both side walls of the space will include the same quantity of panels but will be installed as required around existing fixtures, screens, etc.

Red - 4'x8'  
Green - 4'x4'



There will be ~8) 4'x8', and ~6) 4'x4' panels on this back wall. The bottom of the first row of panels on the sides will be ~6'-7' AFF. The bottom of the first row in the middle will be just above the frame of the door. All panels will have ~2' spacing between them horizontally and vertically.



Anchorage 2335 (66")  
Open House 2334 (54')

MULTI-PURPOSE | UPHOLSTERY  
PANEL | ACOUSTIC

|                                                                                                                                          |                                                                                                       |                                                                                                              |                                                                                                          |                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <br>White*<br>2564<br><small>Upcharge Applies</small> | <br>Birch<br>2129  | <br>Vanilla<br>2130       | <br>Angora<br>2035    | <br>Goose<br>2049     |
| <br>Slate<br>2017                                     | <br>Wolf<br>2027   | <br>Quarry Blue<br>2026   | <br>Waterfall<br>2091 | <br>Pool<br>2042      |
| <br>Eucalyptus<br>2047                                | <br>Curmin<br>2050 | <br>Green Apple<br>2087   | <br>Willow<br>2029    | <br>Fern<br>2040      |
| <br>Sunshine<br>2062                                  | <br>Straw<br>2034  | <br>Goldenrod<br>2090     | <br>Lemon<br>2039     | <br>Pumpkin<br>2021   |
| <br>Geranium<br>2064                                  | <br>Poppy<br>2091  | <br>Red Delicious<br>2014 | <br>Mulberry<br>2044  | <br>Aubergine<br>2036 |

\*Not recommended for use as Upholstery.

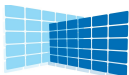
|                                                                                                           |                                                                                                              |                                                                                                             |                                                                                                              |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <br>Asteroid<br>2053  | <br>Fossil<br>2093      | <br>Graphite<br>2079   | <br>Coffee Bean<br>2083 | <br>Onyx<br>2016   |
| <br>Lapis<br>2094     | <br>Thistle<br>2085     | <br>Cobalt<br>2045     | <br>Midnight<br>2025    | <br>Orchid<br>2043 |
| <br>Turquoise<br>2041 | <br>Pine Needle<br>2022 | <br>Deep Water<br>2091 |                                                                                                              |                                                                                                         |

 Guilford of Maine®

Customized printed flat panels are available as an option. Based on panel layout we suggest replacing 8 - 4'x8' wedge panels with 8 - 4'x8' flat panels. This will add approximately \$3,000.00 to the overall proposal.

## Materials

### Summary

| S.No.                            | Image                                                                               | Make and Model              | Qty | Selling Price | Extended    |
|----------------------------------|-------------------------------------------------------------------------------------|-----------------------------|-----|---------------|-------------|
| 1                                |    | Audio Technica ATND8677A    | 23  | \$585.00      | \$13,448.00 |
| 2                                |    | Audio Technica ES925C18/DS5 | 23  | \$328.00      | \$7,544.00  |
| 3                                |    | Netgear GSM4248P-100NAS     | 1   | \$2,440.00    | \$2,440.00  |
| 4                                |    | Crestron UC-CX100-Z         | 1   | \$4,687.00    | \$4,687.00  |
| 5                                |   | Perdue Acoustics 44EW       | 6   | \$292.00      | \$1,755.00  |
| 6                                |  | Perdue Acoustics 46EW       | 6   | \$425.00      | \$2,548.00  |
| 7                                |  | Purdue Acoustics 48EW       | 24  | \$546.00      | \$13,114.00 |
| 8                                |  | Miscellaneous Materials     | 1   | \$1,420.00    | \$1,420.00  |
| <b>Total Price : \$46,955.00</b> |                                                                                     |                             |     |               |             |

## Technical Description of Items

| S.No. | Make and Model              | Description                                                                                                                   |
|-------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1     | Audio Technica ATND8677A    | Microphone Desk Stand with Dante Network Output                                                                               |
| 2     | Audio Technica ES925C18/DS5 | Modular microphone system includes a cardioid condenser microphone element, 15.08 gooseneck and 5-pin desk stand power module |
| 3     | Netgear GSM4248P-100NAS     | M4250-40G8F-POE+ MANAGED SWITCH                                                                                               |
| 4     | Crestron UC-CX100-Z         | Crestron Flex Advanced Video Conference System Integrator Kit for Zoom Rooms Software                                         |
| 5     | Perdue Acoustics 44EW       | 4' x 4' - EconoWedge Diffsorber Acoustic Wall Panel                                                                           |
| 6     | Perdue Acoustics 46EW       | 4' x 6' - EconoWedge Diffsorber Acoustic Wall Panel                                                                           |
| 7     | Purdue Acoustics 48EW       | 4' x 8' - EconoWedge Diffsorber Acoustic Wall Panel                                                                           |
| 8     | Miscellaneous Materials     | Misc Materials includes cables, screws, patch cords, acoustic wall panel mounting hardware, etc                               |



# Description Of Services

## **Assisting Only**

- Video Wall Solutions will provide Technicians for onsite installation support for the amount of time the customer requested. If revised for any reason, at the close of the project Video Wall Solutions will update the quote and invoice the actual amount of time for onsite installation support.
- Video Wall Solutions will not be responsible for client coordination and project deadlines.
- Video Wall Solutions Integration Inc will provide a Lead Technician to direct onsite activities.

## **DeInstall / Reinstall**

- Video Wall Solutions will de-install equipment listed on the customer provided list. (*Shure Microphone System to be decommissioned and removed from operation and all counters/racks*)
- Video Wall Solutions will test AV equipment prior to de-install to determine if all equipment is in working order. Any issues found will be reported prior to de-install and a signed authorization will need to be provided to proceed.
- Video Wall Solutions will package equipment safely for transportation (by others).
- Video Wall Solutions will re-install equipment in the new location.
- Video Wall Solutions will re-test all equipment to ensure the system is working as it was prior to the move.

## **Commissioning**

- Video Wall Solutions will provide an engineer to fully commission the new AV integrated space.
- Video Wall Solutions commissioning may include
  - Asset/Inventory management.
  - Working with an onsite or remote Video Wall Solutions Integration control system programmer to test Video Wall Solutions provided code (if applicable) .
  - Room audio normalization and optimization
  - Equalization and tuning of microphones for far end and local voice-lift applications (if applicable)
  - Configuration and testing of VoIP or ATC (if applicable)
  - Configuration and testing of VTC (if applicable)
  - EDID configuration
  - Firmware updates
  - Video signal routing and distribution testing
  - Extensive testing of control programming functionality
  - QA of overall job

# Description Of Services

## **Commissioning Support**

- Video Wall Solutions will provide an onsite Commissioning Technician to work with Video Wall Solutions Integration Inc engineers
- Video Wall Solutions Integration Inc to provide all control system and DSP programming
- Onsite or remote support from Video Wall Solutions Integration Inc assigned programmer must be available during commissioning

## **Coordination Support**

- Video Wall Solutions will assist with onsite coordination working with remote Video Wall Solutions Integration Inc project manager
- The Video Wall Solutions coordinator will be the "eyes and ears" on site, relaying information of other trades and customer needs
- Video Wall Solutions will provide daily reports and updates of job status

## **Project Management**

- Video Wall Solutions will provide an onsite project coordinator on varied days per week for the duration of the project.
- Video Wall Solutions will coordinate other trades to have a successful project completion
- The Video Wall Solutions project coordinator will work with the customer and Video Wall Solutions Integration Inc team to deliver a successful AV install

## **Design & Engineering**

- Video Wall Solutions will work with the customer to create a design/build custom AV solution tailored to the end users needs.
- Video Wall Solutions will provide a detailed SOW.
- Video Wall Solutions will provide a BOM.

## **DSP Programming**

- Video Wall Solutions will program the audio DSP. This can be achieved on site, or remotely depending on site variables.
- The final file will be provided as part of close out documentation.

# Description Of Services

## **Training**

- Video Wall Solutions will provide a high-level end user training after the system is operational.
- This training will only take up to but no longer than 1 hour. Any additional requested training will be subject to a change order for more time.
- (If applicable) Video Wall Solutions will provide final touch panel pages on pdf electronically so the customer may use to create a guide.

## **Materials**

- All bulk cables, connectors, equipment, hardware, and misc material needed for the A/V installation to be provided by Video Wall Solutions Integration Inc unless specified in this quote's line items.
- The cost of materials purchased by Video Wall Solutions in addition to the items listed in this quote's line items will be added to the quote and passed on to Video Wall Solutions.

## **Structural**

- Video Wall Solutions will custom build structural support for the equipment requiring it.

## **Tier 3 Service Call**

- Network level service call

## **Warehousing**

- Customer is responsible for notifying Video Wall Solutions if equipment will be shipped to our Office locations for warehousing/staging
- Video Wall Solutions charges for all equipment shipped to and stored at its locations
  - For this charge, Video Wall Solutions will receive, inventory, manage and deliver all equipment shipped to us for warehousing for projects

## **Travel** *(estimated T&E costs have been included in the proposal)*

- There will be additional mileage charges for any project over 40 miles round trip from a Video Wall Solutions location
- There will be additional charges for travel time on any project more than an hour away from Video Wall Solutions location
- Any projects that require airfare and rental car must be confirmed 2 weeks prior to avoid additional costs
- Quoted airfare, hotel, and car rental rates are best estimates. Actual costs may vary based on time and availability of the actual booking.
- Hotels are booked as a tech per room.



## Pricing Breakdown

| DESCRIPTION            | PRICE              |
|------------------------|--------------------|
| Equipment              | \$46,955.00        |
| Labor                  | \$42,050.00        |
| Shipping               | \$2,000.00         |
| <b>Estimated Total</b> | <b>\$91,005.00</b> |

# Terms & Conditions

## **Terms and Conditions**

- Terms are NET15 with approved credit or for existing clients with proven payment history.
- Credit limits for projects are subject to advanced approval by Video Wall Solutions management.
- The quote is valid for 30 days.
- Quote rates are for regular weekdays during normal business hours, unless otherwise noted. Work on holidays, weekends, or after-hours, will incur additional charges.
- Installation delays may result in change orders (equipment delivery delays, equipment failure, onsite delays, site readiness issues, etc.)
- Our Quote is based on advance booking with local resource availability. If local resources are not available due to prior booking, the quote may need to be adjusted to support travel and expenses for out of region resources.
- CANCELLATIONS/RESCHEDULING - For projects or bookings less than 2 weeks duration, a minimum of 3 days notice is required for cancellation or rescheduling. For projects or bookings exceeding 2 weeks duration, a minimum of 1 weeks notice is required for cancellation or rescheduling. Any scheduling changes within 3 days to 1 week, depending project or booking duration, may be subject to all or a portion of the billing. Resources are reserved in advance per booking requests. Late cancellations and rescheduling can result in lost opportunity, so billing may apply.
- Shipping costs are estimated. Actual shipping costs at time of order may change.
- Customer to provide scissor lift. If not available VWS will add lift rental to the project cost.

## **90-day Office Warranty**

All projects performed by Video Wall Solutions are provided a standard 90-day warranty on all workmanship from date of project completion. 90-Day Office Warranties cover any defects in the installation or craftsmanship portion of a professional audio visual (ProAV) project. Details of 90-Day Office Warranties include:

- Warranty Parts Repair/Replacement: Some equipment may be repairable or replaced under the manufacturer's Warranty policy. Video Wall Solutions will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement. Components and materials carry the manufacturer's warranty.
- On-site Service/Response: A Video Wall Solutions service technician will be scheduled to be dispatched from the local Video Wall Solutions office to the customer location once a problem has been reported to the Video Wall Solutions Help Desk.
- On-site & Remote (phone) Support is covered during normal business Hrs. (M-F, 8A-5P, excluding holidays).

▪SIGNED\_\_\_\_\_

▪DATE\_\_\_\_\_

▪CLIENT NAME \_\_\_\_\_

▪TITLE\_\_\_\_\_

▪SIGNED\_\_\_\_\_

▪DATE\_\_\_\_\_

▪OWNER NAME \_\_\_\_\_

▪TITLE\_\_\_\_\_

# CONTRACT

## A Contract for Professional Services

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Video Wall Solutions, a C Corporation, whose address is 710 S. Beckman Road Lodi, CA 95240 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

2. **Attachment B:** Fee Schedule

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

ii. **Standard Of Care.** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform

# CONTRACT

## A Contract for Professional Services

its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

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

### 3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
  - b. **Reimbursable Expenses.** Contractor agrees that all direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule unless the Fee Schedule specifically provides otherwise.
  - c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
  - d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
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, 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:

# CONTRACT

## A Contract for Professional Services

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

If to Contractor: Video Wall Solutions  
  
710 S. Beckman Road  
  
Lodi, CA 95240

### 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 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:

# CONTRACT

## A Contract for Professional Services

- a. **Suspension.** The City may suspend, without cause, the performance by Contract under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
  - i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked,

# CONTRACT

## A Contract for Professional Services

debarred, excluded, terminated, suspended, lapsed, or not renewed;  
or

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

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

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

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
- iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
- v. If 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).



# CONTRACT

## A Contract for Professional Services

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, 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

## A Contract for Professional Services

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 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

# CONTRACT

## A Contract for Professional Services

based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

CONTACTOR NAME has entered into a contract with Owner to perform work from THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ to THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley  
595 Silver Lace Blvd  
Fernley, NV 89408

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.

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b. **Professional Liability Insurance.**

- i. Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- ii. Retroactive date: Prior to commencement of the performance of this Contract
- iii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements.**

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

# CONTRACT

## A Contract for Professional Services

- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
  - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
  - v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
  - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
  - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
  - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
  - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the

# CONTRACT

## A Contract for Professional Services

insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

**14. 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.

**15. 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.

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

**17. 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

# CONTRACT

## A Contract for Professional Services

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.

- 18. 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.
- 19. 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.
- 20. FEDERAL FUNDING:** In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42

# CONTRACT

## A Contract for Professional Services

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.)

**21. 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.

**22. CERTIFICATION REQUIRED BY NRS 332.065 and NRS 286.737** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

**23. 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.

**24. 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 for itself, generally and unconditionally, the exclusive jurisdiction and venue of the

# CONTRACT

## A Contract for Professional Services

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.

- 25. 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. In the event of any conflict between the terms in the terms hereof and Contractor's terms and conditions, the terms of this Agreement shall control and govern."
- 26. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by electronic email, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and Nevada Revised Statutes 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The parties agree that [www.docusign.com](http://www.docusign.com) shall be an acceptable digital or electronic signature provider.
- 27. 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.
- 28. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified, or waived only in writing signed by both parties. No



## CONTRACT

### A Contract for Professional Services

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.

29. **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.
30. **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.
31. **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.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

## CONTRACT

### A Contract for Professional Services

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

#### CITY OF FERNLEY

\_\_\_\_\_  
Mayor, City of Fernley                      Date

\_\_\_\_\_  
City Clerk, City of Fernley                      Date

*Approved as to form:*

\_\_\_\_\_  
City Attorney, City of Fernley                      Date

*Originating Department:*

\_\_\_\_\_  
Department Head                      Date

## CONTRACT

### A Contract for Professional Services

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

CONTRACTOR

BY:

TITLE:

FIRM: Video Wall Solutions

BUSINESS LICENSE #:

Address: 710 S. Beckman Road

City: Lodi State: CA Zip Code: 95240

Telephone: 858-204-7658

Fax #:

E-mail Address: [michaelsr@videowallsolutions.com](mailto:michaelsr@videowallsolutions.com)

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(Signature of Contractor)

## Executive Summary

### City of Fernley AV Systems Update for City Council Chambers

The City of Fernley is undertaking a crucial upgrade to the audio-visual (AV) systems within the City Council Chambers. This enhancement aims to modernize and optimize the control systems, replace the outdated microphone system, and integrate a ZOOM (UC) room system controller. These improvements will ensure efficient operations, enhanced audio clarity, and seamless virtual meeting capabilities, aligning with the City's commitment to leveraging technology for better governance.

#### Objectives

1. Optimize System Control: Streamline the AV system controls for ease of use, ensuring that City Council meetings and court sessions are managed efficiently with minimal technical difficulties.
2. Replace Existing Microphone System: Upgrade the microphone system to provide superior audio quality, ensuring clear and intelligible communication during meetings.
3. Add ZOOM UC Room System Controller: Incorporate a ZOOM UC room system controller to facilitate hybrid meetings, enabling effective participation from remote attendees.
4. Implement Acoustic Treatment Panels throughout the space to reduce deflection, sound reverberation, and soften sounds inside the meeting space

#### Key Benefits

1. Enhanced Meeting Efficiency: Simplified control interfaces will reduce setup time and minimize disruptions during meetings, allowing for a smoother flow of proceedings.
2. Improved Audio Quality: The new microphone system will deliver crystal-clear audio, enhancing communication among council members and with the public. Acoustic panels will enhance the in-room experience.
3. Seamless Virtual Integration: The ZOOM UC room system controller will provide robust support for virtual meetings, ensuring remote participants can engage fully, thereby increasing accessibility and participation.

#### Conclusion

The proposed update to the AV systems in the City Council Chambers is a strategic investment in the City of Fernley's technological infrastructure. By optimizing system controls, replacing outdated equipment, and integrating advanced virtual meeting capabilities, and adding acoustic treatment, the City will enhance its operational efficiency and public engagement. We recommend proceeding with the proposed upgrades to ensure the City Council Chambers are equipped to meet the demands of modern governance.

## Project Description

**System Control Optimization:** Implement a user-friendly control interface with intuitive touchscreens and automated presets for different meeting scenarios. VWS will leverage as much as possible the existing user interface as the staff is familiar with it. We will consolidate the scenarios to create efficiencies in system operation. We will reduce the system start-up time removing unnecessary timers. Training sessions will be provided to staff to ensure seamless operation.

**Replace existing Shure Microphones:** Replace microphones with ethernet connected microphones. VWS will provide a Netgear AV ethernet switch to accommodate all microphones. Audio will be routed using Dante (Digital Audio Network Through Ethernet) audio networking technology developed by Audinate. It enables the distribution of high-quality, uncompressed digital audio over standard Ethernet networks with low latency and high synchronization accuracy. Here is a detailed description of the Dante audio routing system:

### Digital Audio Networking

- **Ethernet-Based:** Utilizes standard Ethernet cables and switches.
- **Scalability:** Easily scalable from small installations to large, complex networks, accommodating hundreds of audio channels.
- **Flexibility:** Allows for audio routing between multiple devices without the need for physical re-patching, providing flexibility in configuring audio systems.

### High-Quality Audio

- **Uncompressed Audio:** Transmits uncompressed, high-resolution audio (up to 32-bit/192 kHz) ensuring pristine audio quality.
- **Low Latency:** Offers ultra-low latency, often less than 1 millisecond, ensuring real-time audio transmission suitable for live sound applications.

### Synchronization

- **Sample-Accurate Sync:** Ensures precise synchronization of all audio channels across the network, eliminating timing issues and phase discrepancies.

## Project Description - Continued

**ZOOM UC Room System Integration:** Deploy the Crestron UC-CX100-Z ZOOM UC room system controller to facilitate hybrid meetings. This will include setting up the necessary hardware, software, and network configurations to support high-definition video and audio streaming.

**Acoustic Treatment:** Implementing acoustic treatment in a meeting space significantly enhances the audio quality by reducing echo and ambient noise. This creates a more conducive environment for clear communication, leading to more effective meetings. By improving speech intelligibility, participants can better understand each other, which fosters collaboration and reduces the likelihood of miscommunication. Additionally, an acoustically treated space can contribute to a more professional and comfortable atmosphere, enhancing the overall experience for attendees and reflecting positively on your organization.

### **Timeline and Budget**

The project is projected to be completed within a 90 day timeframe, scheduled to ensure minimal disruption to ongoing council and court activities. A detailed budget has been prepared, outlining costs for equipment, installation, training, and maintenance.

**ATTACHMENT B**  
**Pricing Breakdown**

| DESCRIPTION            | PRICE              |
|------------------------|--------------------|
| Equipment              | \$46,955.00        |
| Labor                  | \$42,050.00        |
| Shipping               | \$2,000.00         |
| <b>Estimated Total</b> | <b>\$91,005.00</b> |

# Terms & Conditions

### Terms and Conditions

- Terms are NET15 with approved credit or for existing clients with proven payment history.
- Credit limits for projects are subject to advanced approval by Video Wall Solutions management.
- The quote is valid for 30 days.
- Quote rates are for regular weekdays during normal business hours, unless otherwise noted.  
Work on holidays, weekends, or after-hours, will incur additional charges.
- Installation delays may result in change orders (equipment delivery delays, equipment failure, onsite delays, site readiness issues, etc.)
- Our Quote is based on advance booking with local resource availability. If local resources are not available due to prior booking, the quote may need to be adjusted to support travel and expenses for out of region resources.
- CANCELLATIONS/RESCHEDULING - For projects or bookings less than 2 weeks duration, a minimum of 3 days notice is required for cancellation or rescheduling. For projects or bookings exceeding 2 weeks duration, a minimum of 1 weeks notice is required for cancellation or rescheduling. Any scheduling changes within 3 days to 1 week, depending project or booking duration, may be subject to all or a portion of the billing. Resources are reserved in advance per booking requests. Late cancellations and rescheduling can result in lost opportunity, so billing may apply.
- Shipping costs are estimated. Actual shipping costs at time of order may change.
- Customer to provide scissor lift. If not available VWS will add lift rental to the project cost.

### 90-day Office Warranty

All projects performed by Video Wall Solutions are provided a standard 90-day warranty on all workmanship from date of project completion. 90-Day Office Warranties cover any defects in the installation or craftsmanship portion of a professional audio visual (ProAV) project. Details of 90-Day Office Warranties include:

- Warranty Parts Repair/Replacement: Some equipment may be repairable or replaced under the manufacturer's Warranty policy. Video Wall Solutions will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement. Components and materials carry the manufacturer's warranty.
- On-site Service/Response: A Video Wall Solutions service technician will be scheduled to be dispatched from the local Video Wall Solutions office to the customer location once a problem has been reported to the Video Wall Solutions Help Desk.
- On-site & Remote (phone) Support is covered during normal business Hrs. (M-F, 8A-5P, excluding holidays).



## ATTACHMENT B

### Payment Terms Agreement

This Payment Terms Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, by and between City of Fernley ("Client") and Video Wall Solutions ("Company").

Project Description: Council Chambers AV Systems Optimization Project

Total Project Cost: The total cost for the project is \$91,005.00 (ninety-one thousand five dollars).

#### Payment Terms:

##### 1. Deposit:

Upon receipt of the invoice, a deposit of 30% of the total project cost, amounting to \$27,301.50 (twenty-seven thousand three hundred one dollars and fifty cents), is due immediately.

##### 2. Balance Payment:

The remaining balance of \$63,703.50 (sixty-three thousand seven hundred three dollars and fifty cents) is due upon completion of the project.

#### Invoice Details:

- The initial invoice for the deposit will be sent upon signing this Agreement.
- The final invoice for the balance payment will be sent upon completion of the project.

#### Late Payment:

Any payments not received by the due dates specified in this Agreement will be subject to a late fee of [specify late fee, e.g., "1.5% per month"].

#### Acceptance:

By signing below, both parties agree to the terms and conditions set forth in this Agreement.

#### Signatures:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT C

## Description Of Services

### Assisting Only

- Video Wall Solutions will provide Technicians for onsite installation support for the amount of time the customer requested. If revised for any reason, at the close of the project Video Wall Solutions will update the quote and invoice the actual amount of time for onsite installation support.
- Video Wall Solutions will not be responsible for client coordination and project deadlines.
- Video Wall Solutions Integration Inc will provide a Lead Technician to direct onsite activities.

### DeInstall / Reinstall

- Video Wall Solutions will de-install equipment listed on the customer provided list. (Shure Microphone System to be decommissioned and removed from operation and all counters/racks)
- Video Wall Solutions will test AV equipment prior to de-install to determine if all equipment is in working order. Any issues found will be reported prior to de-install and a signed authorization will need to be provided to proceed.
- Video Wall Solutions will package equipment safely for transportation (by others).
- Video Wall Solutions will re-install equipment in the new location.
- Video Wall Solutions will re-test all equipment to ensure the system is working as it was prior to the move.

### Commissioning

- Video Wall Solutions will provide an engineer to fully commission the new AV integrated space.
- Video Wall Solutions commissioning may include
  - Asset/Inventory management.
  - Working with an onsite or remote Video Wall Solutions Integration control system programmer to test Video Wall Solutions provided code (if applicable) .
  - Room audio normalization and optimization
  - Equalization and tuning of microphones for far end and local voice-lift applications (if applicable)
  - Configuration and testing of VoIP or ATC (if applicable)
  - Configuration and testing of VTC (if applicable)
  - EDID configuration
  - Firmware updates
  - Video signal routing and distribution testing
  - Extensive testing of control programming functionality
  - QA of overall job

## Description Of Services

### **Commissioning Support**

- Video Wall Solutions will provide an onsite Commissioning Technician to work with Video Wall Solutions Integration Inc engineers
- Video Wall Solutions Integration Inc to provide all control system and DSP programming
- Onsite or remote support from Video Wall Solutions Integration Inc assigned programmer must be available during commissioning

### **Coordination Support**

- Video Wall Solutions will assist with onsite coordination working with remote Video Wall Solutions Integration Inc project manager
- The Video Wall Solutions coordinator will be the "eyes and ears" on site, relaying information of other trades and customer needs
- Video Wall Solutions will provide daily reports and updates of job status

### **Project Management**

- Video Wall Solutions will provide an onsite project coordinator on varied days per week for the duration of the project.
- Video Wall Solutions will coordinate other trades to have a successful project completion
- The Video Wall Solutions project coordinator will work with the customer and Video Wall Solutions Integration Inc team to deliver a successful AV install

### **Design & Engineering**

- Video Wall Solutions will work with the customer to create a design/build custom AV solution tailored to the end users needs.
- Video Wall Solutions will provide a detailed SOW.
- Video Wall Solutions will provide a BOM.

### **DSP Programming**

- Video Wall Solutions will program the audio DSP. This can be achieved on site, or remotely depending on site variables.
- The final file will be provided as part of close out documentation.

## Description Of Services

### Training

- Video Wall Solutions will provide a high-level end user training after the system is operational.
- This training will only take up to but no longer than 1 hour. Any additional requested training will be subject to a change order for more time.
- (If applicable) Video Wall Solutions will provide final touch panel pages on pdf electronically so the customer may use to create a guide.

### Materials

- All bulk cables, connectors, equipment, hardware, and misc material needed for the A/V installation to be provided by Video Wall Solutions Integration Inc unless specified in this quote's line items.
- The cost of materials purchased by Video Wall Solutions in addition to the items listed in this quote's line items will be added to the quote and passed on to Video Wall Solutions.

### Structural

- Video Wall Solutions will custom build structural support for the equipment requiring it.

### Tier 3 Service Call

- Network level service call

### Warehousing

- Customer is responsible for notifying Video Wall Solutions if equipment will be shipped to our Office locations for warehousing/staging
- Video Wall Solutions charges for all equipment shipped to and stored at its locations
  - For this charge, Video Wall Solutions will receive, inventory, manage and deliver all equipment shipped to us for warehousing for projects

### Travel *(estimated T&E costs have been included in the proposal)*

- There will be additional mileage charges for any project over 40 miles round trip from a Video Wall Solutions location
- There will be additional charges for travel time on any project more than an hour away from Video Wall Solutions location
- Any projects that require airfare and rental car must be confirmed 2 weeks prior to avoid additional costs
- Quoted airfare, hotel, and car rental rates are best estimates. Actual costs may vary based on time and availability of the actual booking.
- Hotels are booked as a tech per room.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Michele Rambo, Planning Director

**FINANCIAL IMPACT:**

Yes: No: X

**CURRENTLY BUDGETED:**

Yes: No: X

**FUND/ACCOUNT:**

N/A

**ACTION REQUESTED:** Motion  
Ordinance

**AGENDA ITEM:**

(For Possible Action) Discussion, consideration, and second reading of Bill #352, an Ordinance amending Title 32, Chapter 3, Section 060 (Land division applications) of the Fernley Development Code to create Subsections g(1)(b)(4) and g(1)(b)(5) to separate unrelated portions of parcel and lot design standards.

**AGENDA ITEM BRIEF:**

During a recent review of the Development Code for a potential new project, it was discovered that there was a section combining three different sets of regulations. It is assumed that this was an editing or formatting mistake during the last update of the Development Code. Staff is proposing minor formatting changes to fix this error.

Planning Commission considered this item at their meeting of July 10, 2024 and voted to recommend that the City Council approve Bill #352.

**RECOMMENDED MOTION:**

I move to approve Bill #352, an Ordinance amending Title 32, Chapter 3, Section 060 (Land division applications) of the Fernley Development Code as presented by staff and based on the findings found in the staff report.

**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:**

I move to deny Bill #352 because I do not believe Finding # \_\_\_\_ can be made because: \_\_\_\_\_.

**BACKGROUND:**

Staff was recently contacted about a potential future project, which generated a review of Section 32.03.060 of the Development Code (specifically Section 32.03.060(g)(1)(b) – Parcel and lot design). During this review, it was discovered that street frontage and access standards were located under the heading of “Lands subject to known hazards”, a completely unrelated subject. It appears to staff that these frontage and access standards were probably meant to be a separate subsection, but either during editing or formatting the subsection heading was lost.

With the current format, staff can technically only enforce these standards if the parcel has a known hazard. Therefore, staff has prepared this Code Amendment to separate these road standards into their own section so they can be applied to all parcels as they should have been originally.

In addition to street frontage and access standards, one additional item currently found under “Lands subject to known hazards” does not seem to fit: building placement on city or county lines. Therefore, another subsection was created to separate this requirement. In addition, a requirement that parcel lines not go through buildings (unless built as a condominium, duplex, or other multi-unit building).

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

City of Fernley Development Code Section 32.03.060

**FINANCIAL IMPLICATIONS:**

None

**ATTACHMENTS:**

1. Bill 352
2. Redlined

**BILL #352**  
**CITY OF FERNLEY**  
**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 32, CHAPTER 3, SECTION 060 (LAND DIVISION APPLICATIONS) OF THE FERNLEY DEVELOPMENT CODE TO CREATE SUBSECTIONS G(1)(B)(4) AND G(1)(B)(5) TO SEPARATE UNRELATED PORTIONS OF PARCEL AND LOT DESIGN STANDARDS, AND OTHER MATTERS RELATED THERETO.**

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

**Section 1.** Title 32, Chapter 3, Section 060(g)(1)(b) is hereby amended as follows:

Sec. 32.03.060. - Land division applications.

- (g) *Subdivision and parcel map technical design standards.*
  - (1) *Subdivision and parcel map design standards.*
    - a. *Blocks.*
      - 1. Dimensions, shape and orientation of blocks shall be determined with due regard to:
        - A. Provisions of building sites suitable to the use and types of buildings contemplated.
        - B. Minimum site requirements, particularly as to site, slope and dimension.
        - C. Control, safety and convenience of pedestrian and vehicular traffic.
        - D. Topography and other land features.
        - E. Orientation and scenic enhancement.
        - F. Pedestrian ways may be required to provide pedestrian accessibility for public facilities and open spaces. Such pedestrian ways shall be a minimum of 15 feet in width and be paved, unless part of an un-improved trail system.
    - b. *Parcel and lot design.*
      - 1. *Size, shape and placement determination.* The dimensions, shape and orientation of all parcels or lots should be determined with regard to all natural terrain features, topography, landscaping, road access, design objectives, and other relevant features, including color, orientation, prevailing winds, snow and icing conditions, relation of masses of structures to be erected, spaces between future buildings, setback variations, shadow patterns, hours of sunlight and design elements intended to create identity and interest in the development.
      - 2. *Usable and open areas.* All building sites shall relate usable and open areas suitable to the character and type of buildings contemplated and to the various requirements of zoning with due regard to minimum disturbance of the natural grade.
      - 3. *Lands subject to known hazards.* Land subject to known hazards such as slides, periodic or occasional inundation or otherwise unsuitable for the intended use shall be:

- A. Set aside as a permanent nonuse reservation;
  - B. Improved with such corrective measures, as approved by the city, as will be reasonably expected to limit the hazard or make the land suitable for the intended use;
  - C. Protected by adequate legal instrumentation to insure the responsibilities of the city and/or the owner;
  - D. Steep slopes. Land having an average natural cross-slope over 40 percent shall be preserved as open space but may be counted as part of the parcel size.
4. Street Frontage and Access
- A. Reverse frontage sites. Reverse frontage parcels shall be provided when necessary for protection of residential properties from through traffic and adverse nonresidential uses, for separation of through and local traffic and to overcome difficulties of topography and other physical conditions.
  - B. Rear or side lines bordering a collector, arterial or highway. When the rear or side lines of any building site border a collector, arterial or highway, the developer is required to execute and deliver to the city an approved instrument prohibiting the right of ingress and egress across the side or rear lines to any parcel bordering any such road.
  - C. Reserve strips. Reserve strips controlling access to streets or other land shall not be approved except as otherwise provided and if ownership control of the strips is placed with the city.
  - D. Flag lots. A flag lot shall have an access of not less than 25 feet in width, connecting the building site with a street. The strip connecting the building site with the street shall not exceed 400 feet.
  - E. All newly created parcels shall have direct access from a public road or street that is located within an easement or a right-of-way.
5. Building Placement
- A. No building site shall be divided by city or county boundary lines.
  - B. No building shall be divided by a property line unless appropriate provisions have been made for separate ownership.
- c. *Snow storage.* Areas to accommodate snow storage shall be provided in an amount and in a location as necessary upon review of the tentative map to accommodate safe vehicular circulation.
- d. *Fire hazard areas.* In areas of possible fire hazards, unobstructed access for fire protection equipment and access easements not less than 24 feet shall be dedicated from the public street to the land development boundary. Such easement shall be located, designed and graded as determined by the city and the fire district.
- e. *Preservation of natural features; street trees.*
- 1. Healthy trees, rock outcrops and other native features shall be preserved to the extent practical and must be protected during periods



of construction. All native growths within the area to be divided shall be surveyed for weakness, maturity, decadence, potential hazard, infestation, vigor, density, spacing and type. A preservation and protection plan shall be submitted with the application for a tentative map with an indication of those growths proposed to be removed, those to remain and where new elements are to be planted. Clearing of topsoil, trees and shrubs and other native cover prior to site development approval is prohibited. Removed trees shall be replaced within the development. The location of native features shall be considered when designing building sites, underground services, walkways, paved or parking areas, playgrounds and especially finished grade levels.

2. Existing plants may be preserved within any public road when such growths are suitably located, healthy and where approved grading is suitable.
3. Additional tree preservation and replacement may be required by policies set forth in master plan.

f. *Dedications and reservations of land.*

1. Reservation of land for a park, or dedication of land for a school site or other public purpose, in an amount and location consistent with the master plan and the park and recreation plan, may be required as a condition of tentative map approval.
2. Upon consideration of the particular type of improvement proposed in a development of 500 units, the city may require the dedication or reservation of common areas or sites for community purposes for the needs created by such development.
3. Additional structures provided by developer. The developer shall be required to provide necessary structures such as bridges, concrete boxes, culverts, headwalls, cattle guards, appurtenant fencing and other features as necessary to construct the required improvements pursuant to the adopted public works design standards or as required by conditions of approval.
4. Additional requirements. Additional improvements may be required in order to preserve and enhance scenic values and natural features of the area of the area being developed to meet the goals and policies of the master plan.

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.

**Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

**Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #352 BEING HEREBY PROPOSED on the 17th day of July, 2024.

BILL #352 BEING HEREBY PASSED, APPROVED, and ADOPTED this 7th day of August, 2024, by the following vote of the Council:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_ Absent: \_\_\_\_\_

FERNLEY CITY COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Neal E. McIntyre, Mayor

Attest By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kim Swanson, City Clerk

**Sec. 32.03.060. - Land division applications.**

**(g) Subdivision and parcel map technical design standards.**

**(1) Subdivision and parcel map design standards.**

**a. Blocks.**

1. Dimensions, shape and orientation of blocks shall be determined with due regard to:
  - A. Provisions of building sites suitable to the use and types of buildings contemplated.
  - B. Minimum site requirements, particularly as to site, slope and dimension.
  - C. Control, safety and convenience of pedestrian and vehicular traffic.
  - D. Topography and other land features.
  - E. Orientation and scenic enhancement.
  - F. Pedestrian ways may be required to provide pedestrian accessibility for public facilities and open spaces. Such pedestrian ways shall be a minimum of 15 feet in width and be paved, unless part of an un-improved trail system.

**b. Parcel and lot design.**

1. *Size, shape and placement determination.* The dimensions, shape and orientation of all parcels or lots should be determined with regard to all natural terrain features, topography, landscaping, road access, design objectives, and other relevant features, including color, orientation, prevailing winds, snow and icing conditions, relation of masses of structures to be erected, spaces between future buildings, setback variations, shadow patterns, hours of sunlight and design elements intended to create identity and interest in the development.
2. *Usable and open areas.* All building sites shall relate usable and open areas suitable to the character and type of buildings contemplated and to the various requirements of zoning with due regard to minimum disturbance of the natural grade.
3. *Lands subject to known hazards.* Land subject to known hazards such as slides, periodic or occasional inundation or otherwise unsuitable for the intended use shall be:
  - A. Set aside as a permanent nonuse reservation;
  - B. Improved with such corrective measures, as approved by the city, as will be reasonably expected to limit the hazard or make the land suitable for the intended use;
  - C. Protected by adequate legal instrumentation to insure the responsibilities of the city and/or the owner;
  - D. Steep slopes. Land having an average natural cross-slope over 40 percent shall be preserved as open space but may be counted as part of the parcel size.

**4. Street Frontage and Access**

- EA.** Reverse frontage sites. Reverse frontage parcels shall be provided when necessary for protection of residential

properties from through traffic and adverse nonresidential uses, for separation of through and local traffic and to overcome difficulties of topography and other physical conditions.

**FB.** Rear or side lines bordering a collector, arterial or highway. When the rear or side lines of any building site border a collector, arterial or highway, the developer is required to execute and deliver to the city an approved instrument prohibiting the right of ingress and egress across the side or rear lines to any parcel bordering any such road.

**GC.** Reserve strips. Reserve strips controlling access to streets or other land shall not be approved except as otherwise provided and if ownership control of the strips is placed with the city.

**H.** ~~Dividing building site by boundary lines. No building site shall be divided by city or county boundary lines.~~

**ID.** Flag lots. A flag lot shall have an access of not less than 25 feet in width, connecting the building site with a street. The strip connecting the building site with the street shall not exceed 400 feet.

**JE.** All newly created parcels shall have direct access from a public road or street that is located within an easement or a right-of-way.

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**5. Building Placement**

**A.** ~~No building site shall be divided by city or county boundary lines.~~

**B.** ~~No building shall be divided by a property line unless appropriate provisions have been made for separate ownership.~~

- c. *Snow storage.* Areas to accommodate snow storage shall be provided in an amount and in a location as necessary upon review of the tentative map to accommodate safe vehicular circulation.
- d. *Fire hazard areas.* In areas of possible fire hazards, unobstructed access for fire protection equipment and access easements not less than 24 feet shall be dedicated from the public street to the land development boundary. Such easement shall be located, designed and graded as determined by the city and the fire district.
- e. *Preservation of natural features; street trees.*
  - 1. Healthy trees, rock outcrops and other native features shall be preserved to the extent practical and must be protected during periods of construction. All native growths within the area to be divided shall be surveyed for weakness, maturity, decadence, potential hazard, infestation, vigor, density, spacing and type. A preservation and protection plan shall be submitted with the application for a tentative map with an indication of those growths proposed to be removed, those to remain and where new elements are to be planted. Clearing of topsoil, trees and shrubs and other native cover prior to site development approval is prohibited. Removed trees shall be replaced within the development. The location of native features shall be considered when designing building sites, underground services,

walkways, paved or parking areas, playgrounds and especially finished grade levels.

2. Existing plants may be preserved within any public road when such growths are suitably located, healthy and where approved grading is suitable.
3. Additional tree preservation and replacement may be required by policies set forth in master plan.

f. *Dedications and reservations of land.*

1. Reservation of land for a park, or dedication of land for a school site or other public purpose, in an amount and location consistent with the master plan and the park and recreation plan, may be required as a condition of tentative map approval.
2. Upon consideration of the particular type of improvement proposed in a development of 500 units, the city may require the dedication or reservation of common areas or sites for community purposes for the needs created by such development.
3. Additional structures provided by developer. The developer shall be required to provide necessary structures such as bridges, concrete boxes, culverts, headwalls, cattle guards, appurtenant fencing and other features as necessary to construct the required improvements pursuant to the adopted public works design standards or as required by conditions of approval.
4. Additional requirements. Additional improvements may be required in order to preserve and enhance scenic values and natural features of the area of the area being developed to meet the goals and policies of the master plan.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Michele Rambo, Planning Director

**FINANCIAL IMPACT:**

Yes: No: X

**CURRENTLY BUDGETED:**

Yes: No: X

**FUND/ACCOUNT:**

N/A

**ACTION REQUESTED:** Motion

**AGENDA ITEM:**

(For Possible Action) Discussion and possible direction to staff regarding how the City Council would like to address the airport currently located within the Southwest Fernley Area Plan.

**AGENDA ITEM BRIEF:**

As progress has been made with the Southwest Fernley Area Plan, the future of the current airport has become a topic of discussion. Several ideas have been discussed: remove the airport from the future land use plan and encourage the airport to move to a different location, leave the current airport footprint as-is, or expand the airport footprint to allow for future growth of the airport into future residential and/or commercial neighborhoods.

**RECOMMENDED MOTION:**

Pleasure of the Council

**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:**

During discussions with stakeholders within the Southwest Fernley Area Plan, it was brought to the City's attention that the airport currently located along US Highway 95/50 is looking to expand both their operations and the length of the runway. However, surrounding property owners have expressed their dislike of this plan to the City staff and Kimley-Horn (the consultant working on the project). Therefore, staff is looking for direction from the City Council on what they would prefer to see in the Area Plan. There are currently three alternatives:

1. Remove the airport from the future land use plan and encourage the airport to move to a different location.
  - Current location significantly impacts current residential neighborhoods as well as future residential and commercial development potential.
  - Impacts a large portion (1.5 miles) of highway frontage for needed commercial development.
2. Leave the current airport footprint as-is.
  - Allows the airport to stay where it is but would not allow for future expansion of the runways.
  - Allows for a minimal amount of commercial along the highway frontage.
3. Expand the airport footprint to allow for future growth of the airport into future residential and/or commercial neighborhoods.
  - Creates a large impact to existing neighborhoods and future residential and commercial development potential throughout the Southwest area with flightpath and noise buffer zones.
  - FAA funding likely needed for this alternative.

**Note:** all alternatives would need to analyze any existing lease agreements.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

None

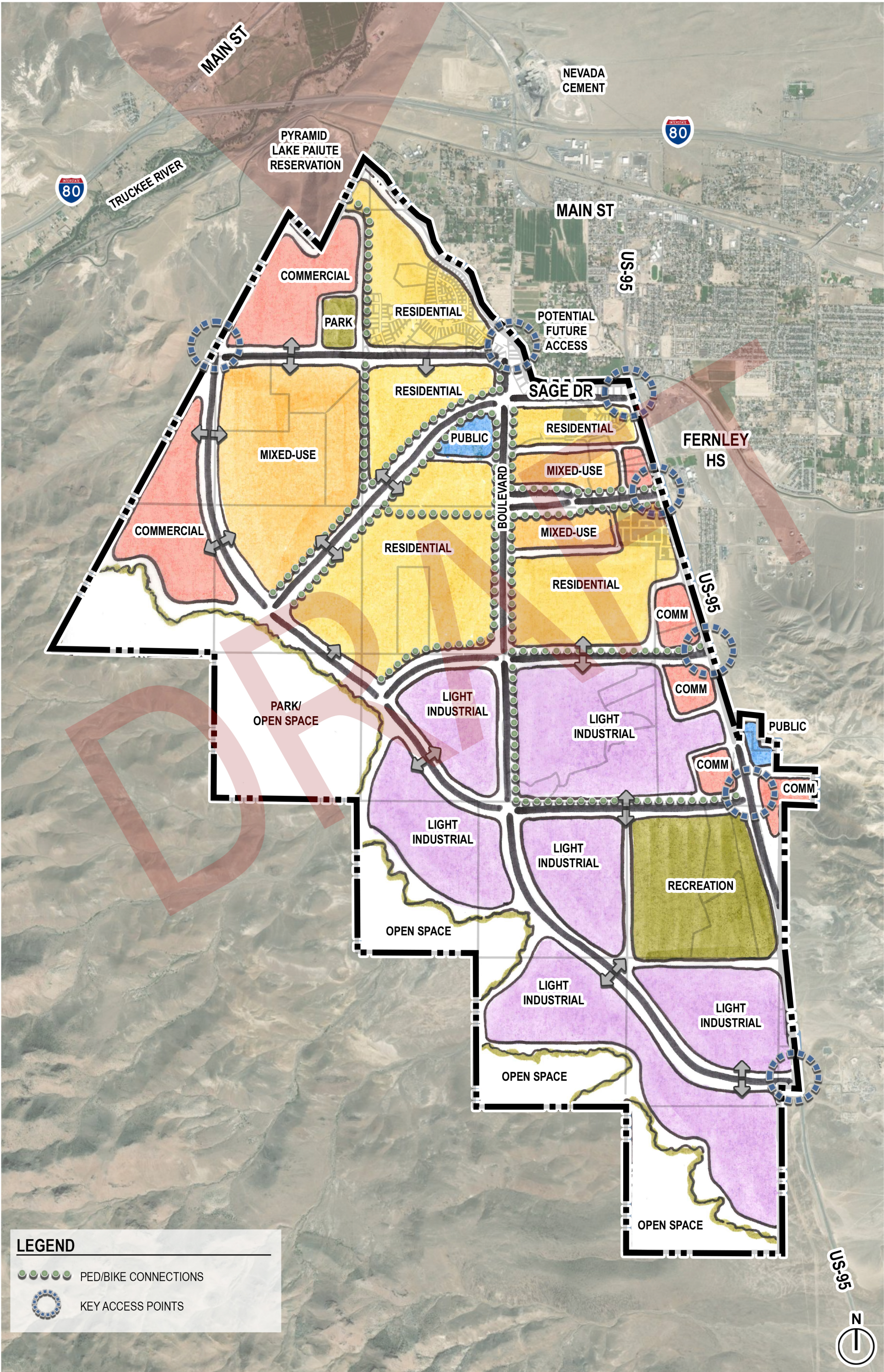
**FINANCIAL IMPLICATIONS:**

N/A

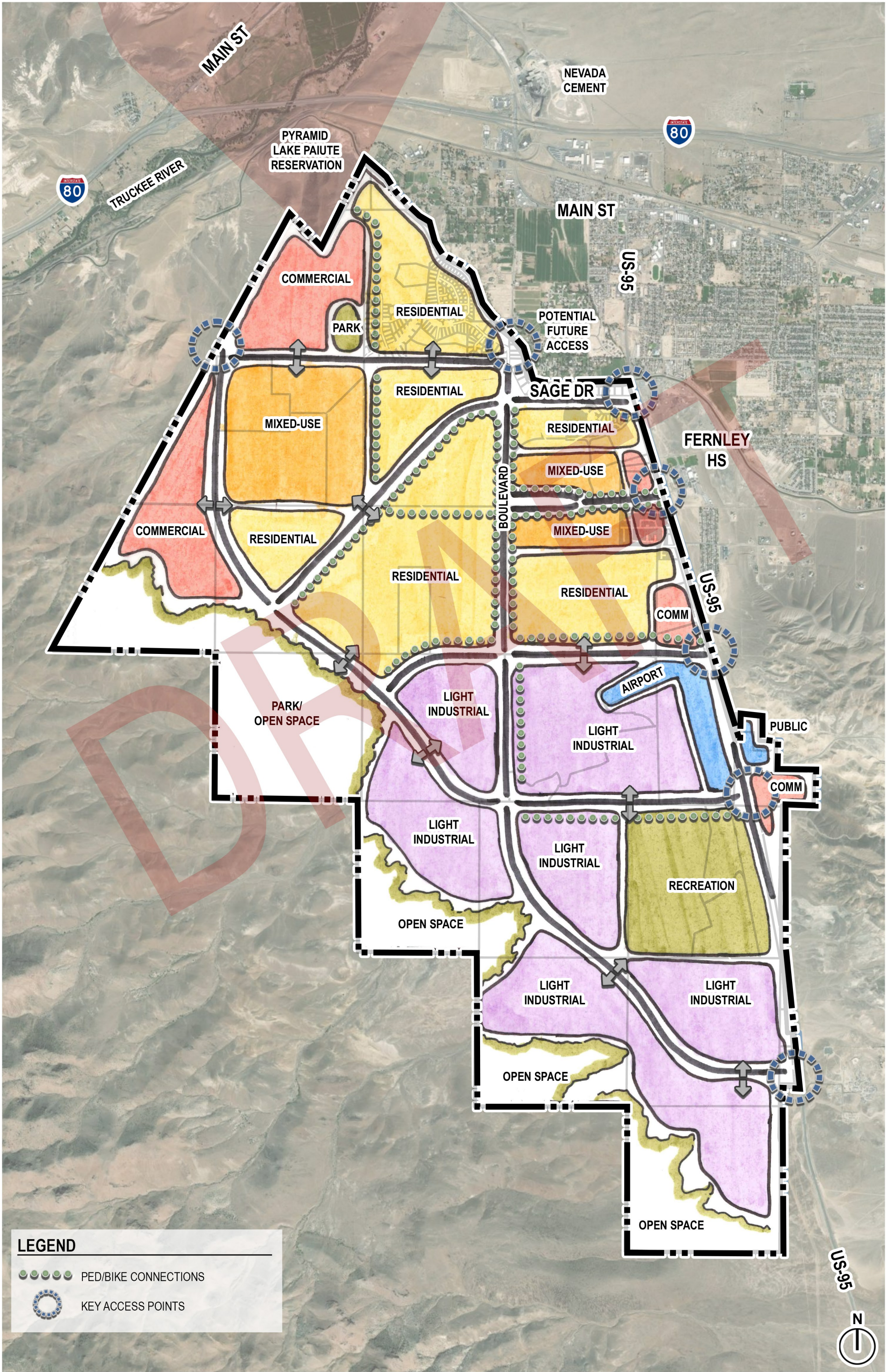
**ATTACHMENTS:**

1. SW Map - No Airport
2. SW Map - Current Airport
3. SW Map - Expanded Airport

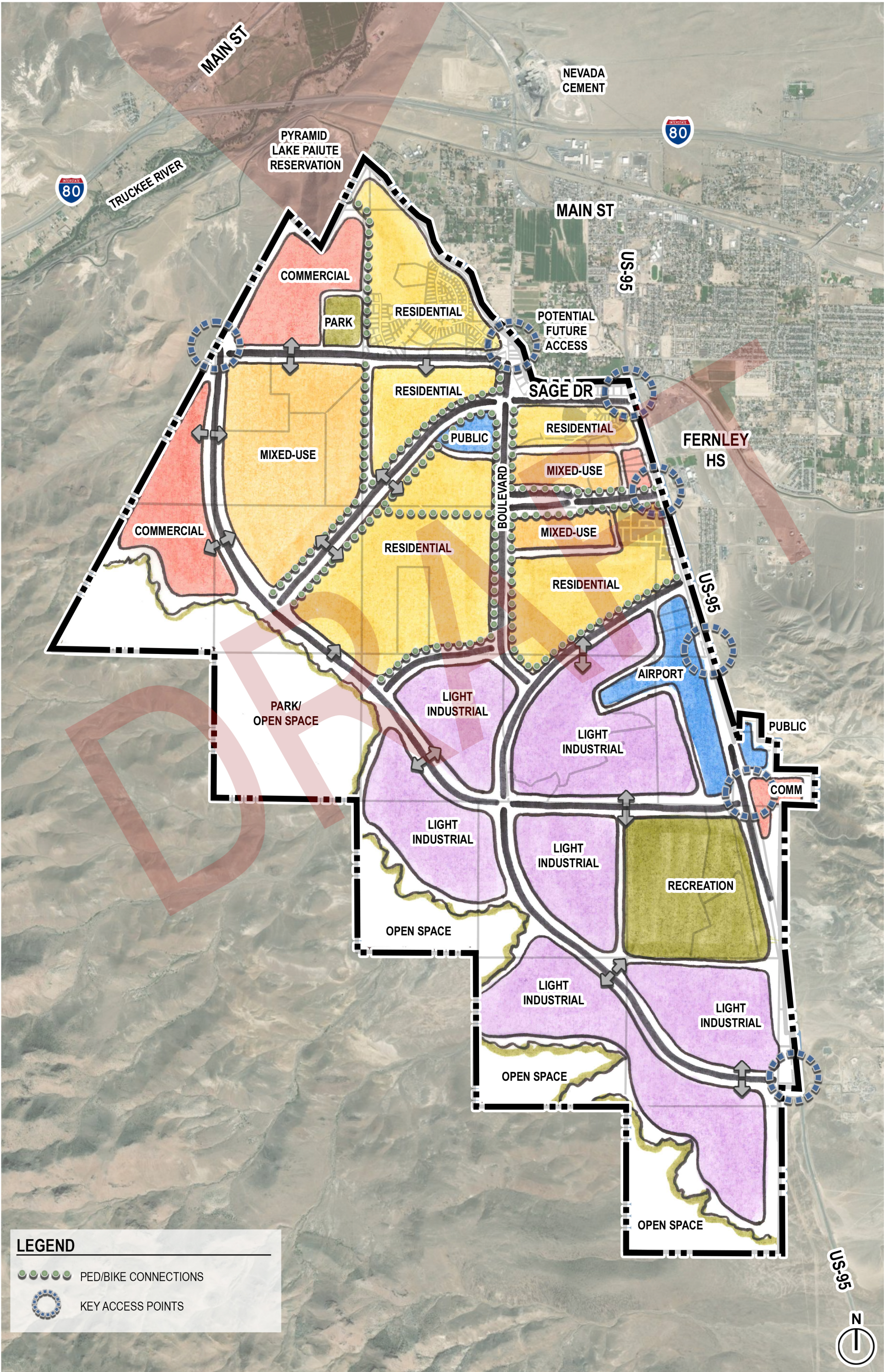
















# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: August 7, 2024**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Mitzi Carter, Human Resource Manager

**FINANCIAL IMPACT:**

Yes: X

No:

**CURRENTLY BUDGETED:**

Yes:

No: X

**FUND/ACCOUNT:**

100-413-322

**ACTION REQUESTED:** Motion

**AGENDA ITEM:**

(For Discussion and Possible Action) Regarding Wage and Compensation Study quote in the amount of \$21,250.00.

**AGENDA ITEM BRIEF:**

Information regarding Wage and Compensation Study with Quote from Pontifex Consulting Group, LLC

**RECOMMENDED MOTION:**

"I move to approve the quote from Pontifex Consulting Group, LLC and direct staff to draft a contract."

**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 not approve and not move forward with an external compensation study.

**BACKGROUND:**

An internal compensation study was conducted in November 2023, with findings presented to staff and City Council during December's retreat. On June 6, 2024, City Council requested to discuss an external wage and

compensation study on a future agenda.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

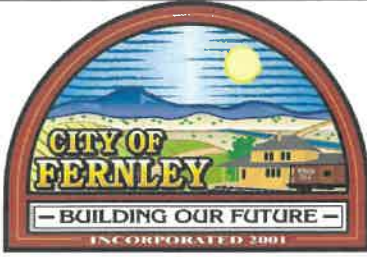
N/A

**FINANCIAL IMPLICATIONS:**

Not budgeted for FY24/25

**ATTACHMENTS:**

1. 07.23.2024 Staff Report for Wage and Compensation Study w-Pontifex Proposal



## City Council staff report

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Prepared by: Mitzi Carter, Human Resources Manager

Date: 07.23.2024

Agenda item: Wage and compensation study

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### Background:

On June 6, 2024, the City Council requested to discuss a Wage and Compensation Study on a future agenda.

The most recent wage and compensation study for the City of Fernley was completed in November 2023. The study was based on the most current available compensation plans for organizations of comparable size and functions. The number of similarly sized and functioning organizations in northern Nevada is limited. Twelve organizations selected for comparison included the following cities: Carson, Elko, Reno, and Sparks; and the following counties: Churchill, Douglas, Humboldt, Lyon, Nye, Pershing, Storey, and Washoe. All the information is publicly available at no cost and represent the Public Sector. Determining variations in job titles, job duties and tenure required additional research to ensure that each position appropriately matched the comparisons.

### Alternatives:

Two quotes for a wage and compensation study were requested from the following vendors; Pontifex Consulting Group, LLC and Baker Tilly. References for vendors were also requested from Pool/Pact and several of the comparison communities which resulted in one recommendation for Baker Tilly from Douglas County. Please note that after inquiring with Douglas County's HR Director, the County paid \$110,000.00 for the compensation study and an additional \$50,000.00 for a job description review.

Quote 1: Pontifex Consulting Group, LLC - \$21,250.00

They offer to provide a full-service compensation study to include comparable organizations approved by the City of Fernley. Compensation study proposal is included with this agenda item.

Quote 2: Baker Tilly – Quote not yet received.

They offer to provide a full-service compensation study to include comparable organizations approved by the City of Fernley.

### Fiscal impact:

Not included in the budget. Available sources in the budget include Contingency funds.



## COMPENSATION STUDY PROPOSAL

**City of Fernley**

**Issued  
July 18, 2024**



July 18, 2024

Mitzi Carter  
Human Resources Manager  
City of Fernley  
595 Silver Lace Boulevard  
Fernley, NV 89408

Dear Mitzi:

Please accept the attached proposal in response to your request for a proposal to perform a compensation study for the City of Fernley. The Pontifex Consulting Group is experienced in conducting studies similar to yours in comparable organizations. We are confident that we can deliver quality service that is second to none.

We have attached a concise proposal that will provide the following information:

Firm Information  
Staff Resumes  
Project Approach  
Cost Proposal  
Project Timeline  
References

We very much appreciate the opportunity to submit this information and look forward to assisting you in performing these consulting services. Should you need any additional information or have questions regarding our attached proposal or fee schedule, please call me at 612.803.3516 or email at [pronza@pontifex-hr.com](mailto:pronza@pontifex-hr.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Ronza".

Peter Ronza, CCP, SPHR  
President



# Firm Profile

## Pontifex Consulting Group LLC

The Pontifex Consulting Group LLC was formed seventeen years ago by human resources professionals who have extensive experience as both practitioners and consultants in compensation, benefits and other human resources disciplines. We adhere to a client-focused philosophy of highly personal service with integrity, confidentiality, dedication, efficiency, fairness to all parties, and professionalism.

We recognize that your employees are your greatest investment and that they are the key element to the success of your organization. That fact alone requires that you employ a consultant who is experienced and accountable. Our goal is to provide a service experience that is second to none. You should experience nothing less.

Our goal is to satisfy our customer's needs with solutions that will work in relation to your culture. **We do not believe in recommending "cookie-cutter" products or automated programs that are revised to adapt to your organization.** There are as many different methods of classifying and compensating employees as there are different varieties of organizations. That kind of service takes time and effort and is the only way we know of to provide you with the quality professional products that get you where you want to be.

We provide personalized services that are reasonably priced. Your project is serviced from beginning to end with service to you, our customer, as our primary objective. Compensation is a very sensitive issue and we treat it as such. For an employer it is their largest investment and for employees it means putting food on the table and a roof over their head. We take our responsibility very seriously.

Our services are reasonably priced due to the fact that we do not have extensive overhead that we are relying on our clients to support. Through the efficient and effective use of technology and our extensive professional experience, we can give our clients first class service at affordable prices. We expect to deliver the same value as what we would expect if we were in our client's shoes.

The consultants assigned to your project are the people who are committed to your project's success. We do not dazzle you on-site with talent and then come back home to assign your project to a room full of neophyte employees. Our consultants have decades of professional experience in performing services similar to what is being proposed for your organization. If you have a question or issue, your consultant will be able to address it to your satisfaction.

Published articles and resources may be accessed on our website at:

<https://pontifex-hr.com/resources-publications>

The firm has not experienced any financial difficulties or been involved in any pending or threatened investigations or litigation in its seventeen (17) years of existence.



## Firm Profile

### Key differentiators from our competitors:

- Expertise – The depth of professional experience and skills of staff assigned to this project (as outlined in resume section) is second to none. We have provided services to a wide variety of industries both as consultants and practitioners. We also “give back” to the professional community through publishing, speaking at professional conferences and teaching.
- Custom Solutions – There is no “one solution” for an organization or industry. We take the time to assess your culture, needs, and objectives. There are many different methods by which to compensate employees and the solution for your organization must “fit” your organization to be successful. We will never recommend an “off-the-shelf” product that we have used for all our clients. We will not attempt to promote technological solutions to human challenges. That is against our professional ethics and would respectfully request that you retain another firm if you desire that kind of deliverable.
- Service – What you see is what you get. The practitioners who will appear on your worksite at the project implementation meetings will be the individuals who service your contract from beginning to end. We do not have a cadre of neophyte analysts who will be given your project once the team has returned from your organization. If you need to contact us, we will be available. If you need changes, they will be discussed and executed. This is not our project, it is your project.
- Honesty – We are being engaged to ensure quality and success. That requires that we engage in a professionally honest relationship. We will present you with options, opinions and recommendations. We are being retained due to our professional experience as your consultants and will engage in such a manner.
- Familiarity with Public Sector – Although we have provided services for the public sector as consultants, we also have extensive experience as practitioners within organizations. This gives us a valuable insight into the issues, political and cultural, that come into play when designing, implementing and maintaining compensation systems. This is also why we commit to provide assistance at no charge after the study has been delivered.

## Firm Profile



### Peter Ronza CCP, SPHR - President

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Mr. Ronza will be responsible for managing the project and providing consulting services. He has over thirty years of experience in health care, banking, higher education, government and as a consultant for a variety of industries. He also has been called upon as a resource based on his expertise by print and video media (NBC Nightly News, Wall Street Journal, US News & World Report).

Mr. Ronza is an Adjunct Professor for graduate and undergraduate programs at the Human Resources and Industrial Relations Department of the Carlson School of Management at the University of Minnesota. He also served as an Adjunct Professor at the Organizational Learning and Development Department at the University of St. Thomas.

Mr. Ronza is also an expert on regulatory issues such as the Fair Labor Standards Act (FLSA). He has assisted a variety of clients in ensuring that they are in compliance with overtime and equal pay provisions of the act. He advises clients on designing their workforce structures to ensure that they are in compliance with regulations while at the same time achieving organizational objectives.

Mr. Ronza has a Master's degree in Human Resources/Industrial Relations from the University of Minnesota.

Mr. Ronza is a member of:

- WorldatWork (formerly American Compensation Association) and has his Certified Compensation Professional (CCP) certification.
- Society for Human Resources Management and has his Senior Professional Human Resources (SPHR) certification. He also served on the Total Rewards Special Expertise Panel (2005-2008) and the Ethics Special Expertise Panel (2010-2012) that provided advice and professional services to the 285,000 members of SHRM.

## Firm Profile *(Our People)*



### Robert Greene Ph.D. – Consulting Principal

Dr. Greene is a Consulting Principal with our compensation and human resources management consulting practice. He will be responsible for cultural assessment, quality assurance and composition of the final report. He has over forty years of human resources consulting experience with a wide variety of organizations.

Dr. Greene is an expert on consulting with organizations on formulating human resources management strategies and designing, implementing, administering and evaluating performance and compensation management programs. He also provides counsel on defining, assessing and reshaping organizational culture and the effective management of cross-cultural workforces.

Dr. Greene has written four books (Rewarding Performance; Rewarding Performance Globally; The Most Important Asset: Valuing Human Capital; Strategic Talent Management) and over 100 articles on HR and compensation management, performance management, organizational culture and change management. He was awarded the first Keystone Award for attaining the highest level of excellence in the field by the American Compensation Association (now WorldatWork). He serves as adjunct faculty at DePaul University and a faculty member for the CPHRC certification program offered in countries around the world.

Dr. Greene has a Ph.D. in Applied Behavioral Science from Northwestern University and an MBA from the University of Chicago.

Dr. Greene is a member of:

- WorldatWork (formerly ACA) and has his Certified Compensation Professional (CCP), Certified Benefits Professional (CBP) and Global Remuneration Professional (GRP) certifications.
- Society for Human Resources Management (SHRM) and has his Senior Professional Human Resources (SPHR), Global Professional Human Resources (GPHR) and SHRM-SCP certifications. He has served as a designer and faculty member for SHRM's professional development programs and was a principal designer of the PHR/SPHR certifications.
- Society for Industrial and Organizational Psychology (SIOP), a division of the American Psychological Association.
- Mensa Society

## Firm Profile *(Our People)*



### David Gramer CCP, GRP, PHR – Consultant

Mr. Gramer will be responsible for providing market analysis and compensation system design services on this project. He has over eighteen years of compensation experience, which include external and internal consulting, and ten of which have been working with national and global compensation and expatriate programs.

Mr. Gramer has served as an adjunct professor of Global Business and Human Resources programs. He has also served as a guest speaker on these topics at colleges and universities as well as professional associations.

Mr. Gramer has a Master's degree in Business Administration from the University of St. Thomas.

Mr. Gramer is a member of:

- WorldatWork (formerly American Compensation Association) and has his Certified Compensation Professional (CCP) certification, as well as his and Global Remuneration Professional (GRP) certifications.
- Society for Human Resources Management and has his Professional Human Resources (PHR)

## Firm Profile *(Our People)*



### Anthony Wade PhD, APM, PHR – Consultant

Dr. Wade will be responsible for providing equity analysis and compensation system design services on this project. He has over thirty years of compensation experience, which include external and internal consulting, conflict management, and assisting organizational leaders in driving inclusive business practices and cultural change.

Mr. Wade is a life-long member and former regional Vice President of the National Association of African Americans in Human Resources (NAAAHR). He was a founding member of NAAAHR Colorado State Chapter and its first President. He is a skilled facilitator and has served as a guest speaker on at regional state and national conferences on the topics of diversity, equity and inclusion.

Dr. Wade has a PhD from Colorado State University and is a graduate of the Defense Equal Opportunity Management Institute.

Dr. Wade is a member of:

- Society for Human Resources Management and has his Professional Human Resources (PHR)

## Firm Profile *(Our People)*



### Jerry Keating IPMA-SCP, SPHR – Consultant

Mr. Keating will be responsible for employee communications, outreach, onsite consultation and system development services on this project. He has over twenty years of human resources experience, which extensive experience in labor relations, mediation, collective bargaining and arbitration. He has an additional ten years of consulting experience nationwide in all areas of human resources management. He is often called upon to provide training for organizations in systems implementation and conflict resolution.

Mr. Keating has a Master's degree in Business Administration from Columbia Southern University.

Mr. Keating is a member of:

- International Public Management Association for Human Resources (IPMA-HR) and has his IPMA-HR Senior Certified Professional certification (IPMA-SCP).
- Society for Human Resources Management and has his Senior Professional Human Resources (SPHR) certification.



# Project Approach

The purpose of the comprehensive compensation and classification study is to evaluate the labor market competitiveness of the compensation plans for the City of Fernley (Client).

Given our desire to provide customized service to the Client, we believe our proposal is straightforward and identifies the core elements of the study. Our services are flexible so as to take into account your needs and any conclusions or requirements during the project. The Pontifex Consulting Group (Consultant) will perform the following tasks to achieve the Client's goals and objectives:

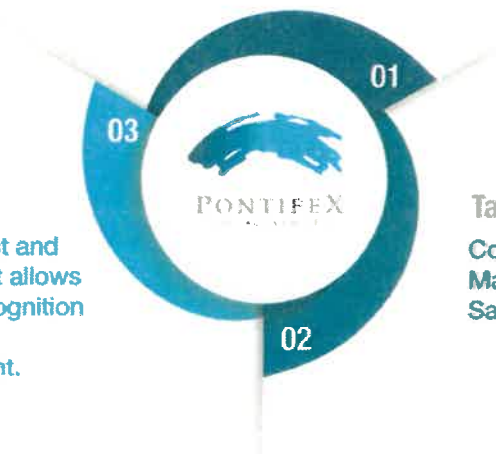
## Project Approach

### Task I - Project Initiation & Onsite Meetings

Project Initiation  
Examination of Current Programs  
Total Compensation Philosophy  
Project Administration  
Initial Employee Communication

### Task III - Project Report

The end result is to design, implement and maintain a compensation system that allows for the recruitment, retention and recognition of employees while adhering to the compensation philosophy of the Client.



### Task II - Compensation Analysis

Collect Labor Market Compensation Data  
Market Data Analysis  
Salary Structure Design & Implementation

## Project Approach *(Continued)*

### Task I – Project Initiation & Onsite Meetings

| Task                                                                                                                                                                                                                                                                                                                                                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Organizational Strategy</b>                                                                                                                                                                                                                                                                                                                          | The Consultant will discuss with the Client organizational objectives and cultural perspectives to ensure that they are taken into account in the development of programs that will serve your needs today and in the future. We will engage onsite with management, human resources, and other staff members as required to obtain information or clarification necessary for project deliverables.                                                                 |
| <b>Human Resources Strategy</b>                                                                                                                                                                                                                                                                                                                         | The Consultant will engage in overall discussion of the Client's human resources strategy to attract, retain, develop and motivate staff, as well as meet the changing needs of the workforce. We will also examine how the compensation program supports other human resources initiatives for the workforce.                                                                                                                                                       |
| <b>Current Program Review</b>                                                                                                                                                                                                                                                                                                                           | The Consultant will review existing job descriptions, organization charts, job evaluation and salary administration methodology, and all other relevant job classification material. These actions will allow us to provide recommendations on how to guide the study to a successful completion. We will seek clarification and follow-up during our onsite meetings with management staff.                                                                         |
| <b>Total Compensation Philosophy</b>                                                                                                                                                                                                                                                                                                                    | The Consultant will confirm the Client's Total Compensation (compensation and benefits) philosophy and assist in the drafting of an official document, if required. It is critical for the Consultant to completely understand the Client's total compensation philosophy and its role in the attraction, retention and motivation of staff. Consultant will also discuss and reach agreement on the competitive labor markets to be used for benchmarking purposes. |
| <b>Project Administration</b>                                                                                                                                                                                                                                                                                                                           | The Consultant will work with the Client to confirm the schedule of deliverables for the study. We will also clarify involvement of the Client's staff to ensure timely completion of tasks, approval of documents and distribution of communication materials.                                                                                                                                                                                                      |
| <b>Task Outcome</b>                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| The outcome of this Task is a philosophy and strategy that will serve as the basis to evaluate current programs, guide the alignment of the compensation programs, and reach agreement on study goals, objectives and deliverables. The Consultant will also conduct desired communication with managers and staff.                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Task Timeline</b>                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| The timeline to complete this Task is typically one to two weeks. We will collect organizational information prior our onsite visit and work with the Client to schedule the onsite meetings. Onsite meetings will compose two or more days after which the Consultant will have obtained all relevant information necessary to proceed with the study. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



## Project Approach *(Continued)*

### Task II – Compensation Analysis

Based on the study objectives outlined in Task I, a compensation survey will be conducted. The competitive labor market data will be analyzed to determine the current competitive stance of the Client compared to its total compensation philosophy and strategy.

| Task                                                                                                                                                                                                                                                                                                                                                                                                                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identification of Comparable Organizations/ Markets</b>                                                                                                                                                                                                                                                                                                                                                                        | The Consultant will work with the Client to identify the comparable organizations and competitive labor markets to utilize for the compensation analysis. The benchmark group(s) will also be of value in future efforts to monitor and maintain the compensation system.                                                                                                                                                                                                                        |
| <b>Collect Labor Market Data</b>                                                                                                                                                                                                                                                                                                                                                                                                  | The Consultant will work with the Client to identify and confirm specific labor market competitors that will be contacted to provide compensation and benefits data. The Consultant will design custom market survey(s) and follow-up with respondents to ensure accurate analysis and reporting of information. The Consultant possesses published professional salary surveys (e.g., Employer's Council) that will provide for additional data for overall competitive labor market employers. |
| <b>Market Data Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                       | The Consultant will collect and analyze data to ensure accuracy and reliability of data. Follow-up conversations will be conducted with market competitors to ensure accuracy and relevancy of data. We will then analyze the current compensation of Client employees in relation to the competitive labor market data to determine the Client's positioning, both on an individual and aggregate basis.                                                                                        |
| <b>Market Position</b>                                                                                                                                                                                                                                                                                                                                                                                                            | The Consultant will analyze the current compensation of Client's jobs and employees in relation to the competitive labor market data to determine if the Client leads, matches, or lags the market based on the Client's compensation philosophy.                                                                                                                                                                                                                                                |
| <b>Salary Structure Design</b>                                                                                                                                                                                                                                                                                                                                                                                                    | Client management staff will review and comment on recommendations for a salary structure that reflects market alignment as well as internal equity. Consultant will also provide financial impact scenarios to assist the Client in the implementation of said recommendations. Consultant will review, discuss and revise recommendations as appropriate.                                                                                                                                      |
| <b>Task Outcome</b>                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| The outcome of this Task is an analysis of the Client's position to their competitive labor market and the development of a revised compensation structure. The structure will be developed utilizing standard compensation analytical tools, such as regression analysis, expanding range spreads, and other tools as appropriate to prevent pay compression, inequities, and issues commonly associated with salary structures. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Task Timeline</b>                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| The timeline to complete this Task will be about six to eight weeks to maintain the overall project timeline.                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## Project Approach *(Continued)*

### Task III – Project Report

The Consultant will prepare a comprehensive report that will summarize the processes used to conduct the study as well as the findings and recommendations of the study. The Client will have an opportunity to review and discuss the report with the Consultant. Based on these discussions, the Consultant will update and finalize the report.

| Task                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Report Elements</b>      | <ol style="list-style-type: none"> <li>1. Detailed summary of the job analysis process.</li> <li>2. Recommendations for peer group selection.</li> <li>3. Recommendations for Compensation Philosophy.</li> <li>4. Results of the comparative compensation (external equity) analysis.</li> <li>5. Recommendation for a base compensation structure(s) for all jobs that will align with compensation philosophy.</li> <li>6. Recommendations for individual employee pay analysis and compression remediation.</li> <li>7. Recommendations on how to transition from the current to the new system.</li> <li>8. Recommendations on a process to update and keep the system current.</li> <li>9. Draft policies and procedures for system administration practices.</li> <li>10. Recommendations on implementation options.</li> <li>11. Financial impact analysis on the implementation of Consultant's recommendations.</li> <li>12. Training for Client staff that will enable them to maintain the system following its implementation.</li> </ol> |
| <b>Onsite Presentations</b> | The Consultant will be available to present the findings and recommendations to the City Council, executives, management, and staff (as desired). This will allow all parties an opportunity to ask questions and have a complete understanding of the goals, objectives and deliverables of the study.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Study Documentation</b>  | All study documentation will be provided to the Client in electronic formats (Windows compatible files). There is no need or value for the Client to expend additional resources to acquire a licensed automated system. Maintenance can easily be performed by Client staff utilizing Excel and their existing ERP system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

The end result is to design, implement and maintain a compensation system that allows for the recruitment, retention and recognition of employees while adhering to the compensation philosophy of the Client.

# Cost Proposal

Total cost for the study is proposed based upon the employee population and services mentioned in your RFP.

The following line item schedule summarizes the different study tasks costs:

|                                      |                 |
|--------------------------------------|-----------------|
| Project Initiation & Onsite Meetings | \$4,500         |
| Compensation Analysis                | \$12,750        |
| Project Report                       | \$4,000         |
| <hr/>                                |                 |
| <b>TOTAL COST</b>                    | <b>\$21,250</b> |

The Consultant agrees to answer questions and provide implementation assistance at no additional cost pertaining to this study for a minimum of twelve (12) months following the date of study completion to ensure that the system/products that we have provided are administered properly.

# Project Timeline

The following timeline is based upon services and deadlines requested by the Client to complete the Compensation Study. Consultant will revise this proposal based upon initial consultation with Client during Task I.

| Task and Weeks                                            | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|-----------------------------------------------------------|---|---|---|---|---|---|---|---|---|----|----|----|
| <b>Task I:</b><br>Project Initiation &<br>Onsite Meetings |   |   |   |   |   |   |   |   |   |    |    |    |
| <b>Task II:</b><br>Compensation<br>Analysis               |   |   |   |   |   |   |   |   |   |    |    |    |
| <b>Task III:</b><br>Project Report                        |   |   |   |   |   |   |   |   |   |    |    |    |

## References

Recent clients served on projects similar in scope:

### **Carson City, Nevada**

Carson City is a combined City and County government entity. We were initially retained to conduct a classification and compensation study for represented and non-represented staff. All staff completed job questionnaires from which classification descriptions were composed. This study included a combination of compensation and benefits analyses based upon custom and published survey sources. Deliverables consisted of compensation philosophy and strategies, new classification descriptions, a new classification structure, and compensation programs. We completed a compensation study in 2024 to benchmark the City's position to market and recommend changes based upon labor market pressures related to changes in their community.

Contact: Stephanie Hicks, Deputy City Manager, 775.283.7904

[shicks@carson.org](mailto:shicks@carson.org)

### **Regional Transportation Commission of Southern Nevada**

We have completed various projects for the agency: development of compensation, classification and benefits programs for non-represented management employees, comprehensive classification and compensation study for union-represented staff employees, and development of a performance management system for management staff. The studies involved the analysis of all jobs and composition of new classification specifications, as well as labor market analysis and composition of new salary ranges for those new classifications.

We have continued to provide market analysis, classification system maintenance and organizational analysis services on an on-call basis. Most recently, a compensation analysis was conducted of staff and management classifications for purposes of collective bargaining support.

Contact: Dachresha Harris, Director Human Resources, 702.785.7062

[HarrisD@rtcsnv.com](mailto:HarrisD@rtcsnv.com)

## References *(Continued)*

### **City of Elko, Nevada**

We conducted a classification and compensation study for City staff. This included a combination of analyses based upon custom and published survey sources. We met with City management and employees as part of the development and presentation of the study and its recommendations. Deliverables were revised/new job descriptions and recommendations to update salary ranges to align with the competitive labor market.

Contact: Jan Baum, City Manager, 775.777.7111

[jbaum@elkocitynv.gov](mailto:jbaum@elkocitynv.gov)

### **City of Elmhurst, Illinois**

We were retained to conduct a classification and compensation study for non-represented staff. This included a combination of analyses based upon custom and published survey sources. The end result was the composition of a compensation philosophy and strategies, new classification, compensation and benefits programs. We were subsequently retained to assist with analyses related to represented and non-represented compensation programs. A point of emphasis was to monitor and provide recommendations on pay compression between non-bargaining and bargaining public safety groups. We conduct compensation system updates and presentations for the City Council in 2017, 2019 and 2022.

Contact: Lynn Lohman, Human Resources Generalist, 630.530.3310

[Lynn.lohman@elmhurst.org](mailto:Lynn.lohman@elmhurst.org)

### **City of Kentwood, Michigan**

We were retained in conduct a classification and compensation study for represented and non-represented staff. All staff completed job questionnaires from which classification descriptions were composed. This study included a combination of compensation and benefits analyses based upon custom and published survey sources.

We assisted the Mayor with Board briefings and the creation of a compensation study committee. Deliverables consisted of compensation philosophy and strategies, new classification descriptions, a new classification structure, and compensation programs.

Contact: Gail Dewey, Director of Human Resources, 616.554.0732

[deweyg@ci.kentwood.mi.us](mailto:deweyg@ci.kentwood.mi.us)



## SECRETARY OF STATE

**CERTIFICATE OF EXISTENCE  
WITH STATUS IN GOOD STANDING**

I, Barbara K. Cegavske, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **PONTIFEX CONSULTING GROUP LLC LLC**, as a **DOMESTIC LIMITED-LIABILITY COMPANY (86)** duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 05/10/2013, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/07/2022.



**BARBARA K. CEGAVSKE**  
Secretary of State

Certificate Number: B202202072374285  
You may verify this certificate  
online at <http://www.nvscs.gov>