



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, September 4, 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

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

Zoom information:

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

Public Notice: This agenda has been physically posted in compliance with 241.020 at Fernley City Hall, 595 Silver Lace Blvd. In addition, this agenda has been electronically posted in compliance with NRS 241.020(3) at www.cityoffernley.org and NRS 232.2175 at <https://notice.nv.gov/> To obtain further documentation regarding posting, please contact the City Clerk's Office at (775) 784-9830 or cityclerk@cityoffernley.org

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood, LLC for 0.25 ERC's for Water and 1.30 ERC's for Sewer for United Federal Credit Union Lyon County Parcel 020-342-21 located at 1035 Inglewood #100 Bldg J Fernley, NV 89408

2.5. Possible action to approve a contract with Shaw Engineering for on-call engineering services.

2.6. Possible Action to purchase new floating surface aerators for the East Wastewater Treatment Plant for an amount not to exceed \$350,000.

2.7. Possible Action to purchase one (1), mini paver for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$70,000.

2.8. Possible Action to purchase one (1), heavy equipment trailer for the City of Fernley's Water Distribution Department for an amount not to exceed \$50,000.

2.9. Possible Action to purchase one (1), 1/2-ton pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$48,611.

2.10. Possible Action to purchase one (1), 1/2-ton pickup truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$52,611.

2.11. Possible Action to purchase one (1), 1/2-ton pickup truck for the City of Fernley's Water Treatment Plant for an amount not to exceed \$50,000.

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. Presentation and discussion regarding the City's quarterly financial report.

5.2. Discussion and possible action regarding a request from Kimberly Barney pertaining to sidewalks at 790 E. Main Street.

6. STAFF REPORTS

6.1. (For Possible Action) Staff presentation regarding the specifics of fees for the special event temporary use permit.

7. RESOLUTIONS

7.1. Discussion and possible action to approve resolutions 24-015 updating the development review fees for the engineering department.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: September 18th @ 5pm

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
AFLAC								
5690	AFLAC	111141	SUPPLEMENTAL INSURANCE	08/25/2024	676.86	08/22/2024	100-217400 AFLAC Insurance Payable	824
Total 5690:					676.86			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	20248B	Spanish - Roberto Sandoval-Castro 24TR00309	08/12/2024	160.00		100-425-330 Prof Serv-Interpreter	824
8498	AIT ADVANCED INTERPRETING & TRANSLATION	20248C	Spanish - Maria Lopez-Villanueva 24TR00320	08/19/2024	160.00		100-425-330 Prof Serv-Interpreter	824
Total 8498:					320.00			
ALL OUT FENCE LLC								
9021	ALL OUT FENCE LLC	4606	PS Fence Repair-Insurance repair	07/30/2024	9,191.00	08/22/2024	510-840-430 Outside Serv-Repair & Maint	724
Total 9021:					9,191.00			
ALLDATA LLC								
8930	ALLDATA LLC	INVC04753888	ALL DATA AUTOMOTIVE SERVICES	08/13/2024	361.60	08/22/2024	100-480-420 Outside Services	824
Total 8930:					361.60			
ARAMARK								
1895	ARAMARK	5980195424-1	UNIFORM SAFETY CLEANING	08/22/2024	125.23	08/22/2024	100-475-614 Shop Supplies	824
1895	ARAMARK	5980223103	SHIRT CONTRACT	08/13/2024	54.19	08/22/2024	100-480-600 General Supplies	824
1895	ARAMARK	5980223104	Cottonwood shop mats	08/13/2024	16.29	08/22/2024	510-810-616 Safety Supplies	824
1895	ARAMARK	5980223104	Work clothes service	08/13/2024	44.30	08/22/2024	100-475-616 Safety Supplies	824
1895	ARAMARK	5980223104	Cottonwood shop mats	08/13/2024	16.30	08/22/2024	100-475-616 Safety Supplies	824
1895	ARAMARK	5980223105	pants service	08/13/2024	67.64	08/22/2024	510-810-420 Outside Services	824
1895	ARAMARK	5980224914	ps rags and rugs	08/20/2024	123.12	08/22/2024	510-840-420 Outside Services	824
1895	ARAMARK	5980224922	shirt contract	08/20/2024	54.19	08/22/2024	100-480-600 General Supplies	824
1895	ARAMARK	5980224923	shop mat service	08/20/2024	85.56	08/22/2024	520-810-614 Shop Supplies	824
1895	ARAMARK	5980224924	Work clothes service	08/20/2024	47.84	08/22/2024	100-475-616 Safety Supplies	824
1895	ARAMARK	5980224924	Cottonwood shop mats	08/20/2024	15.28	08/22/2024	100-475-616 Safety Supplies	824
1895	ARAMARK	5980224924	Cottonwood shop mats	08/20/2024	15.28	08/22/2024	510-810-616 Safety Supplies	824
1895	ARAMARK	5980224927	Mat and mop service	08/20/2024	191.58	08/22/2024	100-417-420 Outside Services	824
Total 1895:					856.80			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ARC GENERATOR SERVICE, LLC								
8984	ARC GENERATOR SERVICE, LLC	1885	Meadows ATS testing and replacement	07/22/2024	4,556.00	08/22/2024	520-810-428 Outside Serv-Electrical	724
Total 8984:					4,556.00			
AT&T								
13	AT&T	4220152906	07048 WTP Ethernet AUG 24	07/31/2024	2,575.28	08/15/2024	100-417-530 Communications	724
13	AT&T	96145 AUG 24	131 252-7192 857 4	08/02/2024	308.16	08/23/2024	100-417-530 Communications	824
13	AT&T	96145 AUG 24	131 252-8129 614 5	08/02/2024	230.00	08/23/2024	100-417-530 Communications	824
Total 13:					3,113.44			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 AUG	815519343 Aug- Sept 4 2024	08/04/2024	166.65	08/22/2024	100-417-530 Communications	824
Total 448:					166.65			
ATLAS COPCO USA HOLDINGS INC								
5884	ATLAS COPCO USA HOLDINGS INC	1124084227	ps MF compressor supplies	08/13/2024	1,867.12	08/22/2024	510-840-614 Shop Supplies	824
Total 5884:					1,867.12			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	46868	batteries for fleet	08/23/2024	327.00		100-480-610 Automotive Supplies	824
Total 8868:					327.00			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742146585	parts for fire dept	08/15/2024	79.19	08/22/2024	100-126000 Intergovernmental Receivable	824
4473	AUTOZONE STORES LLC	3742146585	filter	08/15/2024	13.99	08/22/2024	100-480-610 Automotive Supplies	824
4473	AUTOZONE STORES LLC	3742146585	gas for torch	08/15/2024	15.19	08/22/2024	100-480-610 Automotive Supplies	824
4473	AUTOZONE STORES LLC	3742146602	PARTS FOR FIRE DEPT.	08/15/2024	22.99	08/22/2024	100-126000 Intergovernmental Receivable	824
Total 4473:					131.36			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	20198/5	Irrigation system parts	08/14/2024	85.85	08/22/2024	100-575-600 General Supplies	824
20	BIG R OF FERNLEY	20200/5	Machine parts cleaner, trimmer fuel, shop towels, and water	08/15/2024	42.23	08/22/2024	100-575-600 General Supplies	824
20	BIG R OF FERNLEY	20203/5	Bookshelf mounting hardware	08/15/2024	23.57	08/22/2024	100-417-600 General Supplies	824
20	BIG R OF FERNLEY	20206/5	Plumbing supplies	08/15/2024	89.78	08/22/2024	100-575-600 General Supplies	824
20	BIG R OF FERNLEY	20207/5	Plumbing parts and pliers	08/15/2024	61.98	08/22/2024	100-575-600 General Supplies	824
20	BIG R OF FERNLEY	20214/5	FASTENERS FOR FLEET	08/15/2024	8.94	08/22/2024	100-480-610 Automotive Supplies	824
20	BIG R OF FERNLEY	20232/5	Landscaping tools and supplies	08/19/2024	146.92	08/22/2024	100-575-600 General Supplies	824
20	BIG R OF FERNLEY	20237/5	Landscaping supplies	08/19/2024	35.89	08/22/2024	100-575-600 General Supplies	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	20241/5	Chainsaw	08/20/2024	489.39	08/22/2024	100-475-605 Minor Equipment	824
20	BIG R OF FERNLEY	20256/5	Facility maintenance supplies	08/21/2024	85.41	08/22/2024	100-417-600 General Supplies	824
20	BIG R OF FERNLEY	20266/5	Tree trimming supplies	08/21/2024	96.96	08/22/2024	100-475-600 General Supplies	824
20	BIG R OF FERNLEY	20268/5	Batteries	08/21/2024	11.98	08/22/2024	100-575-600 General Supplies	824
20	BIG R OF FERNLEY	20300/5	Irrigation supplies	08/26/2024	18.74		100-575-600 General Supplies	824
20	BIG R OF FERNLEY	20303/5	Carpentry supplies	08/27/2024	45.16		100-417-600 General Supplies	824
Total 20:					1,242.80			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	72424-2	New Setting Notices	08/20/2024	752.40		100-425-550 Printing and Postage	824
6970	BOB'S PRINTING AND SIGNAGE	81924-2	Cemetery signs	08/21/2024	27.80	08/22/2024	100-576-600 General Supplies	824
Total 6970:					780.20			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	9150218	Plastic liner	08/16/2024	109.15	08/22/2024	100-417-600 General Supplies	824
8837	BRADY INDUSTRIES OF NEVADA LLC	9175371	Kitchen and bathroom supplies	08/23/2024	390.93		100-417-600 General Supplies	824
Total 8837:					500.08			
CASELLE, INC.								
26	CASELLE, INC.	135038	miExcel GL application add on for Caselle reporting	08/14/2024	2,000.00	08/22/2024	100-418-342 Tech Services-Other	824
Total 26:					2,000.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701080124	69701 Communications Aug 24	08/01/2024	1,332.51	08/15/2024	100-417-530 Communications	824
4479	CHARTER COMMUNICATIONS	175970201080124	97020 Communications AUG 24 8/1-8/30	08/01/2024	382.51	08/15/2024	100-417-530 Communications	824
Total 4479:					1,715.02			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340901071	E3103934 SUPPLEMENTAL INSURANC	09/01/2024	361.10	08/22/2024	100-218000 COLONIAL INSURANCE PAYABL	924
Total 3520:					361.10			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	16063	Villa Park water main replacement	06/30/2024	721.25	08/15/2024	510-166100 Construction In Progress	624
5587	CONSTRUCTION MATERIALS ENGINEERS	16063	Villa Park street and storm drain replacement	06/30/2024	1,154.00	08/15/2024	100-475-730 Improve Other than Buildings	624
5587	CONSTRUCTION MATERIALS ENGINEERS	16063	Villa park sewer main replacement	06/30/2024	1,009.75	08/15/2024	520-166100 Construction In Progress	624
Total 5587:					2,885.00			

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 6 CRRC	CRRC Construction Services	07/31/2024	300,000.00	08/22/2024	100-417-720	Buildings	724
Total 8916:					300,000.00				
EMPLOYEES, CITY OF FERNLEY									
8639	EMPLOYEES, CITY OF FERNLEY	81324	REIMB FOR HOTEL FEE FOR LABOR ARBITRATION SEMI	08/13/2024	452.52	08/22/2024	100-414-582	Travel	824
8639	EMPLOYEES, CITY OF FERNLEY	81924	REIMB FOR COLLECTION CERTIFICATION	08/19/2024	150.00	08/22/2024	520-810-642	Licenses and Permits	824
8639	EMPLOYEES, CITY OF FERNLEY	966276029	REIMB FOR GASOLINE	08/26/2024	15.00		100-525-626	Gasoline	824
8639	EMPLOYEES, CITY OF FERNLEY	CXGVA 81424	REIMB FOR NV SEC OF STATE APP FEE FOR NOTARY	08/14/2024	40.00	08/15/2024	520-810-322	Prof Serv-Other	824
8639	EMPLOYEES, CITY OF FERNLEY	CXGVA 81424	REIMB FOR NV SEC OF STATE APP FEE FOR NOTARY	08/14/2024	40.00	08/15/2024	510-810-322	Prof Serv-Other	824
Total 8639:					697.52				
F.W. CARSON CO									
8993	F.W. CARSON CO	Pay Request 7 Villa	Villa Park Water Main replacement	07/30/2024	32,213.22	08/22/2024	510-166100	Construction In Progress	724
8993	F.W. CARSON CO	Pay Request 7 Villa	Villa Park Sewer Main replacement	07/30/2024	21,475.49	08/22/2024	520-166100	Construction In Progress	724
8993	F.W. CARSON CO	Pay Request 7 Villa	Villa Park Street and storm drain replacement	07/30/2024	30,002.48	08/22/2024	520-166100	Construction In Progress	724
Total 8993:					83,691.19				
FALLON FORD TOYOTA									
3162	FALLON FORD TOYOTA	12866	reflash 9004	08/22/2024	246.52	08/22/2024	100-480-610	Automotive Supplies	824
3162	FALLON FORD TOYOTA	22811	parts for fire dept	08/12/2024	845.60	08/22/2024	100-126000	Intergovernmental Receivable	824
3162	FALLON FORD TOYOTA	22823	parts for fire dept.	08/13/2024	56.56	08/22/2024	100-126000	Intergovernmental Receivable	824
Total 3162:					1,148.68				
Fallon Glass Co									
829	Fallon Glass Co	7832792	CMO desk glass	08/07/2024	225.00	08/22/2024	100-413-600	General Supplies	824
Total 829:					225.00				
FLORES, ROBERT C.									
9012	FLORES, ROBERT C.	81424	PLANNING COMMISSION STIPEND	08/14/2024	80.00	08/22/2024	100-610-320	Prof Serv-Engineering	824
Total 9012:					80.00				
FLYERS ENERGY, LLC									
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-WD	07/31/2024	1,686.50	08/15/2024	510-810-626	Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-FLEET	07/31/2024	161.40	08/15/2024	100-480-626	Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-FACILITIES	07/31/2024	321.57	08/15/2024	100-417-626	Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-PARKS	07/31/2024	586.56	08/15/2024	100-575-626	Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-STREETS	07/31/2024	1,131.74	08/15/2024	100-475-626	Gasoline	724

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-BUILDING	07/31/2024	279.77	08/15/2024	100-605-626 Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-COURT	07/31/2024	65.13	08/15/2024	100-425-626 Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-ENG	07/31/2024	21.89	08/15/2024	100-529-626 Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-VECTOR	07/31/2024	32.51	08/15/2024	100-528-626 Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-WW	07/31/2024	1,613.36	08/15/2024	520-810-626 Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-ANIMAL CONTROL	07/31/2024	377.23	08/15/2024	100-525-626 Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3949251	GASOLINE-WTP	07/31/2024	62.27	08/15/2024	510-840-626 Gasoline	724
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-WTP	08/15/2024	99.38		510-840-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-COURT	08/15/2024	56.10		100-425-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-WD	08/15/2024	1,352.37		510-810-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-STREETS	08/15/2024	1,161.71		100-475-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-BUILDING	08/15/2024	259.30		100-605-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-FLEET	08/15/2024	78.15		100-480-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-FACILITIES	08/15/2024	332.04		100-417-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-PARKS	08/15/2024	605.68		100-575-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-WW	08/15/2024	1,518.46		520-810-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-ANIMAL CONTROL	08/15/2024	50.79		100-525-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3970181	GASOLINE-VECTOR	08/15/2024	16.46		100-528-626 Gasoline	824
Total 18:					11,870.37			
FREY SPRAY LLC								
9000	FREY SPRAY LLC	2518	Mosquito abatement services	07/21/2024	3,955.00	08/22/2024	100-528-322 Prof Serv-Other	724
Total 9000:					3,955.00			
Garvin, Tessa								
9010	Garvin, Tessa	81424	PLANNING COMMISSION STIPEND	08/14/2024	80.00	08/22/2024	100-610-322 Prof Serv-Other	824
Total 9010:					80.00			
GRAINGER								
252	GRAINGER	9214860554	MATERIAL FOR METER RACK.	08/13/2024	441.58	08/22/2024	510-810-610 Automotive Supplies	824
252	GRAINGER	9216817909	parts for W/D	08/15/2024	34.90	08/22/2024	100-480-610 Automotive Supplies	824
252	GRAINGER	9217642116	ps light photocells	08/15/2024	120.30	08/22/2024	510-840-614 Shop Supplies	824
252	GRAINGER	9221387658	safety supplies	08/19/2024	631.67	08/22/2024	510-810-616 Safety Supplies	824
Total 252:					1,228.45			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	56927	tools for shop	08/14/2024	273.88	08/22/2024	100-480-600 General Supplies	824
Total 8987:					273.88			

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HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-040	3721P GROUP HEALTH INSURANCE	09/01/2024	85,088.24		100-217000 HEALTH INSURANCE PAYABLE	924
Total 4842:					85,088.24			
IBEW Local 1245								
83	IBEW Local 1245	AUG 2024-2	UNION DUES, ONE HALF OF MONTH	08/23/2024	1,263.67	08/23/2024	100-219900 OTHER PAYROLL PAYABLES	824
Total 83:					1,263.67			
IMLA								
8544	IMLA	1001237	IMLA	08/05/2024	669.00	08/22/2024	100-414-581 Dues and Memberships	824
Total 8544:					669.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	AUG 2024-2	FICA TAX PAYABLE, PAYROLL	08/23/2024	371.06	08/23/2024	100-211000 FICA PAYABLE	824
7879	INTERNAL REVENUE SERVICE	AUG 2024-2	W/HOLD TAX PAYABLE, PAYROLL	08/23/2024	24,382.76	08/23/2024	100-212000 FEDERAL WITHHOLDING PAYAB	824
7879	INTERNAL REVENUE SERVICE	AUG 2024-2	MED TAX PAYABLE, PAYROLL	08/23/2024	6,714.52	08/23/2024	100-212000 FEDERAL WITHHOLDING PAYAB	824
Total 7879:					31,468.34			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001933491	2024 Code Books	08/21/2024	280.00		100-605-640 Books and Periodicals	824
Total 617:					280.00			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	854146-IN	fleet supplies	08/21/2024	218.79	08/22/2024	100-480-610 Automotive Supplies	824
Total 4329:					218.79			
JEFFERY C LONG								
9016	JEFFERY C LONG	204	Schoolhouse transport	06/22/2024	25,000.00	08/22/2024	100-417-420 Outside Services	624
Total 9016:					25,000.00			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	196874000-0724	North Area Plan	07/31/2024	19,124.25		100-610-322 Prof Serv-Other	724
8715	KIMLEY-HORN AND ASSOCIATES, INC.	28853015	SW Area Plan	07/31/2024	15,039.75		100-610-322 Prof Serv-Other	724
Total 8715:					34,164.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LEWIS, ANGELA								
9020	LEWIS, ANGELA	71024	PLANNING COMMISSION STIPEND	07/10/2024	80.00	08/15/2024	100-610-322 Prof Serv-Other	724
9020	LEWIS, ANGELA	81424	PLANNING COMMISSION STIPEND	08/14/2024	80.00	08/22/2024	100-610-322 Prof Serv-Other	824
Total 9020:					160.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	72607	Irrigation supplies	08/20/2024	99.63	08/22/2024	100-575-600 General Supplies	824
7650	LOWES CREDIT SERVICES	73079	Construction supplies	08/20/2024	201.47	08/22/2024	100-575-600 General Supplies	824
7650	LOWES CREDIT SERVICES	77869	Painting supplies	08/23/2024	211.54		100-576-600 General Supplies	824
7650	LOWES CREDIT SERVICES	78324	Painting and sealing supplies	08/07/2024	243.66	08/22/2024	510-810-614 Shop Supplies	824
7650	LOWES CREDIT SERVICES	78860	Landscaping tools and trash bags	08/23/2024	199.09		100-575-600 General Supplies	824
7650	LOWES CREDIT SERVICES	80794	Restroom light repair	08/08/2024	44.61	08/22/2024	100-417-600 General Supplies	824
7650	LOWES CREDIT SERVICES	82601	painting supplies	08/09/2024	197.26	08/22/2024	510-810-614 Shop Supplies	824
7650	LOWES CREDIT SERVICES	83484	PS Shop Supplies	08/26/2024	23.73		510-840-614 Shop Supplies	824
7650	LOWES CREDIT SERVICES	89189	Paint thinner	08/13/2024	22.78	08/22/2024	100-417-617 Chemical Supplies	824
7650	LOWES CREDIT SERVICES	89189	Rags, cable clamps, screws and lacquer	08/13/2024	46.74	08/22/2024	100-417-600 General Supplies	824
7650	LOWES CREDIT SERVICES	89450	Irrigation drippers, line, and connectors; paint rollers	08/13/2024	94.26	08/22/2024	100-475-600 General Supplies	824
7650	LOWES CREDIT SERVICES	91101	Construction supplies	08/14/2024	61.88	08/22/2024	100-417-600 General Supplies	824
7650	LOWES CREDIT SERVICES	94733	Keys	08/16/2024	37.80	08/22/2024	100-575-600 General Supplies	824
7650	LOWES CREDIT SERVICES	99205	roofing supplies	08/02/2024	191.49	08/22/2024	510-810-614 Shop Supplies	824
Total 7650:					1,675.94			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	122509	PER EWWTP	06/30/2024	8,159.50	08/15/2024	520-166100 Construction In Progress	624
Total 370:					8,159.50			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2025-01	Fernley ARPA Jul 2024	08/15/2024	2,362.08	08/22/2024	220-480-810 ARPA	824
Total 3266:					2,362.08			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	81424	PLANNING COMMISSION STIPEND	08/14/2024	80.00	08/22/2024	100-610-322 Prof Serv-Other	824
Total 9019:					80.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	SEPT 2024	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	09/01/2024	4,535.40	08/22/2024	100-217300 Life/ADD LTD/STD Anthem Payabl	924
5387	METLIFE SMALL BUSINESS CENTER	SEPT 2024	5952725 GROUP DENTAL INSURANCE	09/01/2024	6,934.24	08/22/2024	100-217100 Dental Insurance Payable MetL	924
5387	METLIFE SMALL BUSINESS CENTER	SEPT 2024	5952725 GROUP VISION INSURANCE	09/01/2024	1,213.08	08/22/2024	100-217200 Vision Insurance Payable MetL	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 5387:					12,682.72			
MIRACLE RECREATION EQUIPMENT CO								
7251	MIRACLE RECREATION EQUIPMENT CO	878897	Playground slides	08/07/2024	5,097.63	08/22/2024	100-575-605 Minor Equipment	824
Total 7251:					5,097.63			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	81424	PERMIT FEE REFUND 60% BP24-405	08/14/2024	142.71	08/15/2024	100-320-200 Building and Civil Permit Fees	824
1111	MISCELLANEOUS ONE TIME VENDOR	82024	E-TECH APPLICATION	08/20/2024	200.00	08/22/2024	100-525-580 Training	824
1111	MISCELLANEOUS ONE TIME VENDOR	82324	OVERPAYMENT ON BUSINESS LICENSE ACCOUNT	08/02/3224	300.00		100-320-100 Business License Fees	824
1111	MISCELLANEOUS ONE TIME VENDOR	82624	APPLICATION DEPOSIT FEE REFUND WVR24001	08/26/2024	310.00		100-320-210 Planning and Zoning Fees	824
1111	MISCELLANEOUS ONE TIME VENDOR	PARK 8.14.24	PARK RESERVATION REFUND	08/14/2024	15.00	08/22/2024	245-360-700 Park Rental Fees	824
Total 1111:					967.71			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	146075	criminal outside	07/31/2024	101.50	08/22/2024	100-414-310 Prof Serv-Legal	724
Total 8906:					101.50			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	5096798	Burglar alarm monitoring and service	09/01/2024	1,872.00	08/22/2024	100-417-420 Outside Services	924
Total 8814:					1,872.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	99597728	fire hydrant paint	08/13/2024	636.48	08/22/2024	510-810-614 Shop Supplies	824
Total 115:					636.48			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	415427	Misc supplies	08/13/2024	75.27	08/22/2024	520-810-614 Shop Supplies	824
58	NAPA AUTO & TRUCK PARTS	415818	Fuel Cap and Zip Ties	08/21/2024	30.03	08/22/2024	520-810-610 Automotive Supplies	824
Total 58:					105.30			
NCE								
7617	NCE	675222520	On call inspection services for new development	08/09/2024	17,262.25	08/22/2024	100-529-320 Prof Serv-Engineering	824
Total 7617:					17,262.25			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NV ENERGY								
167	NV ENERGY	13050 AUG 24	48768103613050 ACH	08/09/2024	3,764.57	08/27/2024	100-417-622 Electricity	824
167	NV ENERGY	14319 AUG 24	34596405214319 ACH	08/09/2024	35.89	08/27/2024	100-575-622 Electricity	824
167	NV ENERGY	34991 AUG 24	34596407734991 ACH	08/10/2024	33.92	08/28/2024	510-810-622 Electricity	824
167	NV ENERGY	37594 AUG 24	80865904937594 ACH	08/10/2024	33.92	08/28/2024	100-475-622 Electricity	824
167	NV ENERGY	52067 AUG 24	82190407952067ACH	08/10/2024	88.16	08/28/2024	520-810-622 Electricity	824
167	NV ENERGY	65197 AUG 24	34596407565197 ACH	08/09/2024	33.92	08/27/2024	510-810-622 Electricity	824
167	NV ENERGY	67463 AUG 24	34596404867463 ACH	08/10/2024	75.51	08/28/2024	100-575-622 Electricity	824
167	NV ENERGY	68387 AUG 24	345964082-68387	08/10/2024	33.92	08/28/2024	100-475-622 Electricity	824
167	NV ENERGY	84389 AUG 24	34596503684389 ACH	08/09/2024	206.00	08/27/2024	100-417-622 Electricity	824
Total 167:					4,305.81			
OFFICE DEPOT								
133	OFFICE DEPOT	375613011001	Desk thermal laminator	08/14/2024	27.49	08/22/2024	510-810-601 Office Supplies	824
133	OFFICE DEPOT	375613011001	Desk thermal laminator	08/14/2024	27.49	08/22/2024	100-417-601 Office Supplies	824
133	OFFICE DEPOT	375613011001	Desk thermal laminator	08/14/2024	27.49	08/22/2024	520-810-601 Office Supplies	824
133	OFFICE DEPOT	376573453001	batteries	07/26/2024	51.68	08/22/2024	100-414-600 General Supplies	724
133	OFFICE DEPOT	378664359001	ink	08/02/2024	77.77	08/22/2024	100-414-600 General Supplies	824
133	OFFICE DEPOT	380445431001	Office Chair	08/11/2024	324.49-		520-810-601 Office Supplies	824
Total 133:					112.57-			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-313062	filter for explorer	08/12/2024	22.40	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-313193	parts for w/d 1003	08/13/2024	331.24	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-313211	parts for 3006	08/13/2024	25.64	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-313251	parts for w/w 2009	08/13/2024	267.42	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-313255	parts for w/w 2009	08/13/2024	224.32	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-313351	parts for fire dept.	08/14/2024	97.76	08/22/2024	100-126000 Intergovernmental Receivable	824
6230	O'REILLY AUTO PARTS	3599-313566	PARTS FOR FIRE DEPT.	08/15/2024	15.83	08/22/2024	100-126000 Intergovernmental Receivable	824
6230	O'REILLY AUTO PARTS	3599-313670	PARTS FOR W/D 1009 SHOCKS	08/16/2024	584.50	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-314256	PARTS FOR W/D	08/19/2024	670.69	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-314256	PARTS FOR FIRE DEPT.	08/19/2024	87.97	08/22/2024	100-126000 Intergovernmental Receivable	824
6230	O'REILLY AUTO PARTS	3599-314290	PARTS FOR FIRE DEPT.	08/19/2024	15.13	08/22/2024	100-126000 Intergovernmental Receivable	824
6230	O'REILLY AUTO PARTS	3599-314615	parts for streets 4007	08/21/2024	163.32	08/22/2024	100-480-610 Automotive Supplies	824
6230	O'REILLY AUTO PARTS	3599-314785	glue for fire dept.	08/22/2024	10.49	08/22/2024	100-126000 Intergovernmental Receivable	824
6230	O'REILLY AUTO PARTS	3599-314937	parts for 3006	08/23/2024	172.82		100-480-610 Automotive Supplies	824
Total 6230:					2,689.53			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5223118	Shred Bin	08/21/2024	16.50		100-425-322 Prof Serv-Other	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8876:					16.50			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	JUL 2024	#621 RETIREMENT CONTRIBUTIONS	07/31/2024	148,640.23	08/15/2024	100-216000 RETIREMENT PAYABLE	724
Total 144:					148,640.23			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26164390	tire for streets	07/18/2024	145.63	08/22/2024	100-480-610 Automotive Supplies	724
Total 38:					145.63			
PURCHASE POWER								
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - COURT	08/31/2024	341.05	09/01/2024	100-425-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - ANIMAL CONTROL	08/31/2024	31.75	09/01/2024	100-525-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - TLT	08/31/2024	16.28	09/01/2024	225-575-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - PLANNING	08/31/2024	188.27	09/01/2024	100-610-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - CLERK	08/31/2024	1,098.15	09/01/2024	100-416-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - BUILDING	08/31/2024	24.44	09/01/2024	100-605-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - FINANCE	08/31/2024	328.17	09/01/2024	100-415-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - STREETS	08/31/2024	21.22	09/01/2024	100-475-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - SEWER	08/31/2024	2.30	09/01/2024	520-810-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - WATER	08/31/2024	386.54	09/01/2024	510-810-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - CITY MANAGER	08/31/2024	7.90	09/01/2024	100-413-550 Printing and Postage	824
3155	PURCHASE POWER	69812 AUG 24	POSTAGE - CITY ATTORNEY	08/31/2024	93.43	09/01/2024	100-414-550 Printing and Postage	824
Total 3155:					2,539.50			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	217584	Ditch rock	08/26/2024	1,924.00		100-475-600 General Supplies	824
Total 7002:					1,924.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	24-1028	Water rights services	08/21/2024	5,592.50		510-810-698 Water Rights Protection	824
8602	RESOURCE CONCEPTS	24-1029	Water rights services	08/14/2024	1,827.50	08/22/2024	510-810-698 Water Rights Protection	824
8602	RESOURCE CONCEPTS	24-1030	Water rights services	08/21/2024	306.25	08/22/2024	510-810-698 Water Rights Protection	824
Total 8602:					7,726.25			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	24-05	Water Treatment Consultation	08/12/2024	1,500.00	08/22/2024	510-840-423 Outside Serv-Analytical	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8884:					1,500.00			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	240869	E-Ones	08/14/2024	8,382.76	08/22/2024	520-810-615 E-One Supplies	824
Total 6530:					8,382.76			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN318386	August samples first round	08/07/2024	286.00	08/22/2024	510-810-423 Outside Serv-Analytical	824
7856	SILVER STATE ANALYTICAL LABORATORIES	RN318553	ps lab samples	08/12/2024	18.00	08/22/2024	510-840-423 Outside Serv-Analytical	824
7856	SILVER STATE ANALYTICAL LABORATORIES	RN318635	mull lane new fire hydrant	08/13/2024	66.00	08/22/2024	510-810-423 Outside Serv-Analytical	824
7856	SILVER STATE ANALYTICAL LABORATORIES	RN318726	mull lane fire hydrant	08/15/2024	22.00	08/22/2024	510-810-423 Outside Serv-Analytical	824
Total 7856:					392.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	51467	Street signs	08/20/2024	273.69	08/22/2024	100-475-615 Sign & Stripe Supplies	824
170	SILVER STATE BARRICADE	51470	Street signs	08/20/2024	624.32	08/22/2024	100-475-615 Sign & Stripe Supplies	824
170	SILVER STATE BARRICADE	51846	Street signs	08/22/2024	331.24		100-475-615 Sign & Stripe Supplies	824
Total 170:					1,229.25			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/62201341	SOCKET FOR SHOP	08/13/2024	41.01	08/22/2024	100-480-600 General Supplies	824
8735	SNAP-ON INDUSTRIAL	ARV/62232346	SHORT RATCHET FOR SHOP	08/15/2024	155.98	08/22/2024	100-480-600 General Supplies	824
Total 8735:					196.99			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 AUG 24	910000818971 ACH	08/15/2024	30.24	09/03/2024	520-810-621 Natural Gas	824
204	SOUTHWEST GAS CORP	86744 AUG 24	910001086744 WTP	08/12/2024	147.04	09/03/2024	510-840-621 Natural Gas	824
Total 204:					177.28			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	AUG 2024-2	CHILD SUPPORT	08/23/2024	319.84	08/22/2024	100-219900 OTHER PAYROLL PAYABLES	824
Total 176:					319.84			
T.Y. LIN INTERNATIONAL								
9005	T.Y. LIN INTERNATIONAL	102407316	Structural Analysis for WTP Buildings	07/19/2024	16,900.00	08/22/2024	510-840-320 Prof Serv-Engineering	724

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9005:					16,900.00			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2024250104439	PS ferric chloride	08/12/2024	18,540.20	08/22/2024	510-840-617 Chemical Supplies	824
Total 8646:					18,540.20			
TSK								
8714	TSK	21-058.00-25	CRRC 06/01/2024 through 07/31/2024	07/31/2024	78,466.25	08/22/2024	220-480-810 ARPA	724
Total 8714:					78,466.25			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	SEPT 2024	PREPAID IN-HOUSE POSTAGE	08/16/2024	1,900.00	08/22/2024	510-810-550 Printing and Postage	824
7344	U S POSTAL SERVICE	SEPT 2024	PREPAID IN-HOUSE POSTAGE	08/16/2024	1,900.00	08/22/2024	520-810-550 Printing and Postage	824
Total 7344:					3,800.00			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00448954	N.E. tank pressure transducer	08/09/2024	836.55	08/22/2024	510-840-614 Shop Supplies	824
464	USA BLUEBOOK	INV00453989	Spare level transmitter	08/14/2024	966.58	08/22/2024	520-810-614 Shop Supplies	824
Total 464:					1,803.13			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9970434585	52267 July 2-Aug 01 24	08/24/2024	40.15	08/15/2024	520-810-530 Communications	824
Total 8495:					40.15			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2543	SCADA Support	07/31/2024	3,805.31	08/22/2024	510-840-429 Outside Serv-SCADA	724
Total 8606:					3,805.31			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	AUG 2024-2	DEFERRED COMPENSATION, 457	08/23/2024	3,372.50	08/23/2024	100-215000 457 PAYABLE	824
8591	VOYA FINANCIAL	AUG 2024-2	ROTH IRA	08/23/2024	210.00	08/23/2024	100-215000 457 PAYABLE	824
Total 8591:					3,582.50			
WAGNER, CODY								
9013	WAGNER, CODY	81424	PLANNING COMMISSION STIPEND	08/14/2024	80.00	08/22/2024	100-610-322 Prof Serv-Other	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9013:					80.00			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	24-3381	WWTP Dumpster	08/22/2024	297.00		520-810-412 Utility Serv-Refuse	824
Total 6118:					297.00			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	SEPT 2024	SUPPLEMENTAL INSURANCE	09/01/2024	90.35		100-218100 Western Insurance Payable	924
Total 881:					90.35			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11393676	ps raw meter arv repair parts	08/22/2024	93.52		510-840-430 Outside Serv-Repair & Maint	824
195	WESTERN NEVADA SUPPLY CO.	11393677	ps bathroom dispensers	08/22/2024	263.80		510-840-430 Outside Serv-Repair & Maint	824
195	WESTERN NEVADA SUPPLY CO.	11397459	meter boxes	08/20/2024	1,133.34	08/22/2024	510-810-613 Meter Service Supplies	824
Total 195:					1,490.66			
WILLIAMS, BARRY REGINOLD								
9018	WILLIAMS, BARRY REGINOLD	71024	PLANNING COMMISSION STIPEND	07/10/2024	80.00	08/15/2024	100-610-322 Prof Serv-Other	724
9018	WILLIAMS, BARRY REGINOLD	81424	PLANNING COMMISSION STIPEND	08/14/2024	80.00	08/22/2024	100-610-322 Prof Serv-Other	824
Total 9018:					160.00			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	183441	Main Street Beautification design services	07/31/2024	6,267.50		220-480-684 Main Street Beautification	724
2454	WOOD RODGERS, INC.	183758	Federal Lands Bill Services thru 07/31/2024	07/31/2024	23,457.50	08/22/2024	100-413-322 Prof Serv-Other	724
Total 2454:					29,725.00			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D36053	Spare level transmitter	08/06/2024	1,678.38	08/22/2024	520-810-614 Shop Supplies	824
Total 8939:					1,678.38			
Grand Totals:					1,004,149.20			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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Dated: _____

Mayor: _____

City Treasurer: _____

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

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
AUGUST 21, 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, Councilman Albert Torres, Councilwoman Fran McKay, City Manager Ben Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John.

1.3. Public Forum

None at this time

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses. There have been 45 new business licenses applied for in the last 3 months.

2.4. Possible Action to Approve Amendment No. 1 to Existing Contract with Lumos & Associates for Engineering Services for Fernley Industrial Park Rehabilitation Project

2.5. Possible action to approve a renewed Interlocal Agreement with Lyon County for a five-year term through June 30, 2029 for Emergency Management Services.

2.6. Possible Action to approve the liquor license for The Canal Wine Lounge LLC.

2.7. Possible Action and Adoption of the final subdivision map (FSM22002) for Legacy Trails (also known as Friendly 5), Phase 2.

Motion: MOVE TO APPROVE THE CONSENT AGENDA AS PRESENTED. **Action:** Approved. **Moved by:** Councilman Hanan, **Seconded by:** Councilman Lau. **Vote:** Passed, **Summary:** Yes 5. **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.

Sergeant McDaniel, Lyon County Sheriff's Department, reported the new School Resource Officer, Deputy Holland, had started in the schools. The pursuit on August 20th ended with no damage to vehicles or human beings. There were about 28 grams of methamphetamine recovered. This person has been arrested for methamphetamine 3 times in about a month. The department will have a work crew at the Mayor's Clean Sweep.

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

Councilwoman Felicity Zoberski attended the Fernley Senior Citizens Advisory Committee meeting on Friday, August 9th. It is extremely enlightening and organized. The Mayor's Clean Sweep was discussed and possibly getting some of the different youth sports leagues together with the seniors.

Councilman Albert Torress wished Scott Barnes from Mark IV Victory Logistics a Happy Birthday.

Councilwoman Fran McKay stated that she received an invitation from Nick VanderPoel, the city's legislative representative, to join in for a policy discussion with Assembly members Dr. Gregory Koenig, Gregory Hafen, Ken Gray, Toby Yurek and Bert Gurr, as they delve into the pressing issues facing our community and explore solutions that matter to you. It will be held at Fernley City Hall on September 11, 2024, 11:30 am to 1:00 pm. The 9-11 celebration will be at the Out-of-Town Park from 9:00 am to 10:30 am. There will also be an open house with Wood Rogers on August 22nd at 4:00 pm.

Mayor Neal E. McIntyre reminded everyone that the Mayor's Clean Sweep is on Saturday, August 24th. We will meet at Green Valley Park at 7:30 am to clean the park and disperse over to the Fernley Cemetery. The Mayor's Corner will be held on September 13th from 6:00 pm to 8:00 pm at Yogurt Beach.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

5. PRESENTATIONS

5.1. Possible action to accept a \$100,000 donation from the Fernley Community Foundation for the Community Response and Resource Center.

Cody Wagner, Chair of the Fernley Community Foundation, presented a check for \$100,000.00 to the City of Fernley. He felt it was appropriate to recognize the history of the donor. Margaret Joy Hideck was born March 27, 1947, in Los Angeles. She graduated from West Covina High School and later from the University of Arizona, with a degree in microbiology. As an adult, she spent time in Washington, Oregon, California, and later in South Lake Tahoe. Most of her career was in the medical field, but she was also heavily involved with volunteering in activities with her children and church. In 2008, she married her soulmate and best friend, Nick Hideck. The couple relocated to Fernley in 2016, to be closer to her daughter, Jen Garrett and her family. Nick lost Joy in 2021, but her spirit has lived on through her amazing family and their tremendous contributions to our community. Several weeks ago, Nick Hideck made the largest individual donation in our Foundation's history of \$50,000.00 to honor his late wife Joy, and to remember her legacy with naming the classroom currently being constructed "In Memory of Joy Hideck". Tonight, we will pass this donation through to the city to be dedicated to construction costs. We are also very proud to culminate seven years of work as a foundation, to donate our own \$50,000 to the project as well for classroom naming rights, bringing the total donation up to \$100,000. Many of our donors and volunteers are here in the audience tonight, and we would like to thank them. The Foundation only asks for reciprocity to ensure that we work together to ensure that each donation is honored outside a classroom with a brick, which is a project the foundation has worked on with the city's collaboration for seven years now. Mr. Wagner then gave a presentation on the background of the foundation and how they got to this process.

Mayor Neal E. McIntyre thanked Cody Wagner for the presentation and for being so consistent on getting this project going since 2017. He appreciates all his work done on it

Councilwoman Felicity Zoberski stated that she thought it would be a good idea to do a collaborative meeting with the Community Foundation and Council, so that they can agendize the different ideas as far as some of the metal buildings. Also, going forward, we should have a Community Foundation/Council meeting about what the gym would look like and have it be a separate building from The Boys and Girls Club. There are so many organizations in the city that would utilize it other than The Boys and Girls Club,

ACES, nonprofits, Rotary and Lions. We have so many different groups as well as tournaments for adults and youth that would be able to use it.

Motion: I MOVE TO ACCEPT THE \$100,000.00 DONATION FROM THE FERNLEY COMMUNITY FOUNDATION FOR THE COMMUNITY RESPONSE AND RESOURCE CENTER. **Action:** Approved.

Moved by: Councilwoman Fran McKay, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

5.2. For Possible Action: Presentation and Discussion about Green Valley Park

Olivia John, Deputy Public Works Director, gave a presentation on Green Valley Park and the status of the dog park. She stated drainage is a major issue there with the hard packed soils. When the area is irrigated, water tends to puddle because of water infiltration issues with the hard packed soil, and it's causing muddy areas. It becomes a major issue when we use sprinklers more often. The sprinklers are set right now for early in the morning or late in the evening, for 10 to 15 min at a time and that way it's not being used during the day when people are in there. Overuse is a major issue, especially with the increase in our population, which means there are more dogs using the park. Since the park has been split in half, it's causing the dogs to populate in certain areas and causing more overcrowding and issues. They tend to have the same potty areas, which is causing issues with killing the grass as well. There's a lack of amenities as well. There are amenities for humans, but not for dogs. The other issue is waste and debris from overcrowding and more people using the park. There are issues with a lot of trash, animal waste that's not being cleaned up, and a lot of the people are tending to leave a lot of furniture around. We're constantly cleaning up. Some suggested improvements, rest and rotation for these two sections, basically when the lawn is seeded and we're watering actively the section is closed off for a month. Resurfacing is another option.

Mayor Neil E. McIntyre stated that no matter what they choose to do the park it will have to be closed and that will be the difficult part.

Councilwoman Felicity Zoberski stated there had been kind of a neighborhood group that was willing to take on and pair with the city with some of the maintenance.

Councilman Ryan Hanan stated that doing it in stages is more viable than doing it all at once. He would like to see Adopt-A-Park. The people that are really into this park would be willing to step forward through some partnership with the city so that we can communicate when there are issues to resolve.

Councilman Albert Torres stated that with the last two groups we enacted the ability for them to adopt our park, which is part of our regular code, as soon as the city said "yes", we haven't heard from them at all. Would like to get some communication out to the people around the park to see what it is that they would like to see and with the information move forward.

Public Comment:

Yvonne Filster, Fernley resident, stated that the idea of having the park part DG and part grass is amazing. She also inquired about other dog parks in the city.

Barry Williams, Public Works Director, stated that there is a dog park at the Out-of-Town Park, and a designated area that is open at the In-Town Park.

6. STAFF REPORTS

6.1. For Possible Action: Discussion and possible action to authorize Taggart & Taggart, Ltd. to file an appeal of the District Court's ruling in Tenth Judicial District Court Case No. 22-10DC-0868 (In the Matter of the Submission of a Contract for Judicial Determination of Validity and Authority of the Board of Directors of the Truckee-Carson Irrigation District to Enter into Such Contract as Provided for by NRS 539.305) and other matters properly related thereto.

David Rigdon, Taggart & Taggart outside attorney for water issues, stated that a month ago they came and gave a presentation on the status of various litigation that they had going on with respect to the Truckee Canal. One of the items they had mentioned was the TCID petition case where TCID filed a petition asking the Court to validate their repayment contract with the United States to repay the United States the \$35,000,000.00 cost of the project. There was a public hearing that was held in front of the Judge in Fallon on August 2, 2024. Taggart & Taggart presented the arguments in our case. There were numerous people in the audience and several dozen written objections that were filed by members of the public objecting to the Court validating that order. The Court heard all that and went ahead and validated the order anyway. Taggart & Taggart believe the court was wrong, but they served a very valuable purpose by coming down and getting those objections on the record because it will help on the appeal. All those objections will be in the record before the Nevada Supreme Court if the City Council approves the appeal. The Judge issued a written order on August 14th confirming the oral ruling on August 2nd and has 30 days from that date to appeal to the Nevada Supreme Court under a ruling called Hansen versus Ethics Commission.

MOTION: I MOVE TO AUTHORIZE TAGGART & TAGGART, LTD. TO FILE AN APPEAL OF THE DISTRICT COURT'S RULING IN TENTH JUDICIAL DISTRICT COURT CASE NO. 22-10DC-0868 IN THE MATTER OF THE SUBMISSION OF A CONTRACT FOR JUDICIAL DETERMINATION OF VALIDITY AND AUTHORITY OF THE BOARD OF DIRECTORS OF THE TRUCKEE-CARSON IRRIGATION DISTRICT TO ENTER INTO SUCH CONTRACT AS PROVIDED FOR BY NRS 539.305 AND OTHER MATTERS PROPERLY RELATED THERETO. **Action:** approved. **Moved by:** Councilman Albert Torres, **seconded by:** Councilman Hanan. **Vote:** Passed, **summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None

8. PUBLIC FORUM

Becky Howlett, Fernley resident, stated that at the last meeting the Council discussed the baffles to help with the sound in the Chambers. The Senior Center has them all over their walls.

The next meeting will be September 4, 2024.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:28 pm.

Approved by the Fernley City Council on September 4, 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 = 8/15/2024-8/28/2024

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Langford Construction Co. LLC	Ralph E. Langford	29 Kelsey Crt.	Dayton	NV	89403	775-721-9030	Contractor	Residential & Small Commerci
Food Cartel LLC	Mardy Eang Keo	1377 Jenny's Ln	Fernley	NV	89408	562-485-7020	Restaurant/Fast Food/Fo	Food service out of food truck
BKV Group	J Boarman/T Daszkie	222 N. 2nd Street, Ste. 101	Minneapolis	MN	55401	612-339-3752	Architect Design/Services	Architecture and engineering d
RKZ Assistants LLC	Zara Lynette Zolynia	1626 Burger Rd	Fernley	NV	89408	775-481-7892	Business Specific Profes	Online admin and social media
H & H Investments & Tool Supply	John F. Haughom	1275 W 7th St	Silver Springs	NV	89429	530-721-3154	Wholesale and/or Retail	Retail sales of automotive tools
JDC Construction LLC	Patrick Grover	998 Yellowhammer Court	Sparks	NV	89441	775-742-4419	Contractor	Construction/Excavation Contr
Kingston Home Solutions	Tom Kingston	417 Fort Sutter Blvd	Fernley	NV	89408	775-453-5456	Wholesale and/or Retail	Whisper Creek Log Homes pre
Let's Be Artful	Terri Marie Woodha	3908 Deodar St.	Silver Springs	NV	89429	775-217-2042	Instruction/Classes/Tutori	Painting classes, paint kit sales
Chinese Dragon LLC	Minhui Ouyang	460 West Main Street #106	Fernley	NV	89408	347-530-8188	Restaurant/Fast Food/Fo	Restaurant
Grand Totals:								9

Report Criteria:

License.Status = "Active"

Business.Orignation date = 8/15/2024-8/28/2024



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood, LLC for 0.25 ERC's for Water and 1.30 ERC's for Sewer for United Federal Credit Union Lyon County Parcel 020-342-21 located at 1035 Inglewood #100 Bldg J Fernley, NV 89408

AGENDA ITEM BRIEF:

1. TMAI (United Federal Credit Union) is seeking a Will-Serve at 1035 Inglewood #100
2. This project requires 0.25 ERC's for Water and 1.30 ERC's for Sewer
3. The Project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.39.060(a).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from TMAI (United Federal Credit Union) for 0.25 ERC's for Water and 1.30 ERC's for Sewer for Lyon County Parcel 020-342-21 located at 1035 Inglewood #100 Bldg J Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

TMAI (United Federal Credit Union) is seeking a will-serve for .25 ERC's for Water and 1.30 ERC's for Sewer on Lyon County Parcel 020-342-21 located at 1035 Inglewood #100 Bldg J Fernley, NV 89408.

Water and sewer connection fees have been paid at the time of building permit issuance.

Water: \$1,856.50

Sewer: \$ 6,896.50

Any additions to this building after the issuance of this will serve will require additional water rights

RELEVANT LAWS, STATUTES, AND REGULATIONS:

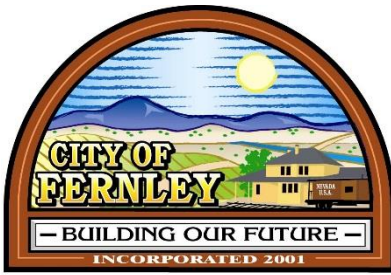
The water needed for this project has been previously dedicated under a prior will serve commitment. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2024.08.21 TMAI United Federal Credit Union Will Serve



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: The Meadows at Inglewood, LLC (United Federal Credit Union) (Development/ project or property located at 1035 Inglewood #100 Bldg J Fernley, Nevada with .25 water connections and/or 1.30 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,426 per unit for water and \$5,305 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-342-21

Fernley City Council Approved Will-Serve on August 21st, 2024

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Karrmynne Williams

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with Shaw Engineering for on-call engineering services.

AGENDA ITEM BRIEF:

Staff is seeking approval to renew a contract for on-call engineering services with Shaw Engineering. The engineering department does not have adequate staff or resources to address the needs of the increase in development that has occurred over the last four years. The cost of the on-call services will be passed through to the project applicant.

RECOMMENDED MOTION:

"I move to approve of a contract with Shaw Engineering for on-call engineering 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 renew the contract and continue providing the services in house. Although, the water and sewer modeling services would require a contract with an engineering firm since the City does not have the software required to perform the work. In the event that Council does not approve the contract, staff would recommend that Council direct staff to come back with a revised contract and fee structure for water and sewer modeling services only.

BACKGROUND:

The contract would allow the engineering department to utilize the services of an engineering firm to provide a variety of on-call engineering services, primarily entitlement and construction permitting review services and water and sewer system modeling services. The cost for these services would be borne by the development project applicant and will require an adjustment to the current development fee structure. Any engineering services not for development would be paid for by the City through the engineering department's professional services budget. These services would be directed and scoped by the City Engineer.

Staff advertised a request for qualification in March and April of 2019. The City received four submittals to the request for qualifications. Internal staff reviewed and scored the submittals and set interviews with three of the four applicants. Staff interviewed three applicants and the highest ranking firm from the process was Shaw Engineering.

Shaw was awarded the contract in 2019. The contract is due to expire on June 30th, 2024. Staff would like to renew the contract with Shaw Engineering.

The City of Fernley has experienced a substantial increase in development over the past few years. This new development requires a great deal of review and coordination through the engineering department. The department simply doesn't have adequate staffing to keep up with the increased workload. Permit review times have increased which is inadequate for our external and internal customers.

The engineering department currently has 6 full time positions and one part time position. The full time positions are City Engineer, Senior Project Manager (2), Project Manager (2) and Administrative Specialist II. The part time position is for our GIS Technician. In addition to development reviews and quality assurance inspections for public improvements for development projects, the department is responsible for managing the design and construction of the City's capital improvement program, administering the City's water rights program, maintaining and updating the City's geographic information system (GIS) data, and miscellaneous tasks as assigned such as creating an asset management program. The current capital improvement program has approximately 28 projects that the City will need to complete during the 2024/2025 fiscal year.

Historically the City has contracted with a consultant for all of its engineering services. Prior to 2009, the City utilized TRC Consultants, TRC, as the contract City Engineer. TRC performed all the duties of the City's current engineering department other than water rights administration. This contract was eliminated due to budget issues and the economic downturn affecting the nation and the region. The City Engineer position was created to take the place of the TRC contract and was also combined with the Public Works Director position. In 2014, a separate City Engineer position was created so there was no longer a combined PW Director/City Engineer. The department was split from the Public Works Department soon thereafter utilizing existing personnel and positions.

The City currently utilizes a consultant to perform water and sewer modeling services related to development projects. The City also began utilizing a consultant to perform quality assurance inspections in 2017.

During the fiscal year 19/20 Shaw Engineering received 20 projects from the City of Fernley to review civil and grading permits, water and sewer modeling applications, and administrative reviews.

During the fiscal year 20/21 Shaw engineering has received over 35 projects from the City of Fernley to review.

During the fiscal year 21/22 Shaw engineering has received over 68 projects from the City of Fernley to review.

During the fiscal year 22/23 Shaw engineering has received over 76 projects from the City of Fernley to review.

During the fiscal year 23/24 Shaw engineering has received over 71 projects from the City of Fernley to review.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The City is bound by its own ordinances and codes to supply certain services to new development. In addition to those there are multiple Nevada Revised Statutes and Nevada Administrative Code requirements that the City as a municipality and as a utility provider are bound to uphold and/or provide.

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

FINANCIAL IMPLICATIONS:

The cost of utilizing a consultant for engineering services is not inconsequential. The City has increased its development fees in order to cover the cost of the services. The additional costs are paid by the owner or developer of the project and not the City of Fernley.

Additional engineering services requested by the City that are not in connection with a proposed development will be paid out of the engineering department budget.

ATTACHMENTS:

1. 2024.08.21 FY24-25 Shaw Engineering Engineering Review Contract
2. CoF - Development Reviews Proposal-Shaw -July 2024 Renewal

CONTRACT

A Contract For On Call Engineering Review Services

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

and

Shaw Engineering
20 Vine Street
Reno, NV 89503

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 Shaw Engineering, (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 Engineering Review 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:

Shaw Engineering
Cody Black
20 Vine Street
Reno, NV 89503

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 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 Engineering Review 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

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

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

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

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

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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

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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

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



Workers' Compensation and Employer's Liability Insurance:

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

Shaw Engineering has entered into a contract with Owner to perform work from 7/1/24 to 6/30/25 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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



Commercial General Liability Insurance:

- 1) Minimum Limits required:

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 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

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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.

General Requirements:

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- 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 approval by the City nor failure to disapprove the insurance furnished by Contractor shall

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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, data, system designs, computer code (which is intended to be consideration under this

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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, 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

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_.

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CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of August 21,
2024, 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 _____, 2024.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 2024.

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_____, 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__.



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

July 8, 2024

**Re: Proposal for Engineering Services
Development Reviews and On-Call Engineering Support – 2024 Renewal**

Shaw Engineering (Shaw) is pleased to submit an engineering services proposal for development reviews and various on-call engineering support for the City of Fernley. We envision completion of the below scope of work will include costs to the City which are both recoverable and non-recoverable. In order to delineate the fees we will refer to recoverable costs as “Task Order Authorizations” (TOAs) and non-recoverable costs as “On-Call” services. The general scope of the service requested by the City and offered within this proposal include:

Task 1.0 Development Reviews - TOAs

This task will cover full consultant engineering support to assist the City in performing consistent thorough reviews of development projects within the City. Completion of the development reviews will allow the City to increase their review capacity and provide the development community with additional city resources for review support as well as consistent review timelines. Through this task Shaw will coordinate, meet and provide review of development projects submitted to the City. The table below has been developed based on the City Engineering Division’s breakdown of permits and support requested. The table includes the reviewing party responsible for each type of permit (City, Shaw or both). Assignment of each of the below permit reviews will be at the discretion and direction of City Staff. In order to simplify many permit fees, lump sum review amounts have been established for many of the permits. For permits with potential large variations in review time, time and materials (T&M) fees will be coordinated with a TOA and a set not to exceed (NTE) amount will be coordinated between Shaw and the City on a project by project basis. Review time for all standard applications will be 30 - 45 days.

Permit Type		Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
<u>Planning Fees</u>			
	Annexation	City	n/a
	Administrative Review	Shaw	\$900.00
	Planned Development	Both	T&M
	Pre-Conference Feasibility	Both	\$470.00
	Special Use Permit	Shaw	\$900.00
	Variance	City	n/a
<u>Land Division/Mapping Fees</u>			
	Abandonment	City	n/a
	Amended Map	Both	T&M
	Boundary Line Adjustment	Shaw or City	\$200.00

Permit Type		Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
	Division of Land into Large Parcels, Final	Shaw	\$300.00
	Division of Land into Large Parcels, Tentative	Shaw	\$500.00
	Parcel Map, Final (no improvement plans review)	Shaw	\$500.00
	Parcel Map, Tentative	Shaw	\$800.00 + \$200/lot
	Reversion to Acreage	Shaw	\$900.00
	Roadway Dedication	City	n/a
	Subdivision Map, Tentative	Shaw	
	5-99 lots	Shaw	\$3,500.00
	100-299 lots	Shaw	\$5,500.00
	300+ lots	Shaw	\$6,500.00
	Subdivision Map, Final (no improvement plans review)	Shaw	\$350.00
	Final Improvement Plans Review	Shaw	\$2,500.00 + \$100/lot
	Industrial Discharge Permit – New Permit	Shaw	T&M
	Industrial Discharge Permit – Permit Renewal	City	n/a
<u>Grading Permit Engineering Review Fees</u>			
	50 cubic yards or less	n/a	
	51 to 100 cubic yards	Shaw	\$400.00
	101 to 1,000 cubic yards	Shaw	\$800.00
	1,001 to 10,000 cubic yards	Shaw	\$1,500.00
	10,001 to 100,000 cubic yards	Shaw	\$2,000.00
	100,001 to 200,000 cubic yards	Shaw	\$3,000.00
	200,001 or more cubic yards	Shaw	\$4,500.00
<u>Multi-Family Civil Improvement Fees (Onsite and Offsite Plan Review)</u>			
	Less than or equal to 1.99 acres	Shaw	\$3,000.00
	2-14.99 acres	Shaw	\$6,000.00
	15+ acres	Shaw	\$7,500.00
<u>Commercial and Industrial Civil Improvement Fees (Onsite and Offsite Plan Review)</u>			
	Less than or equal to 0.99 acres	Shaw	\$2,500.00
	Greater than or equal to 1 acre	Shaw	\$4,500.00
<u>Offsite/Public Improvements Only</u>			
	Plan Review	Shaw	\$2,500.00
<u>Encroachment Permit Fees</u>			
	Encroachment Permit Fee	Shaw	\$300.00
Tenant Improvement Plan Review		Shaw	\$300.00
ERC Calculation Sheet Review and Processing Fee		Shaw	\$300.00
Water and Sewer Modeling			

Permit Type		Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
	Water Pressure/Flow Check	Shaw	\$160/hr
	Water Discovery/Preliminary Modeling	Shaw	\$1,000.00
	Sewer Discovery/Prelim Modeling	Shaw	\$1,000.00
	Water Modeling w/ NAC report and BSDW submittal (main extensions only)(includes NDEP App Fee)	Shaw	\$5,000.00
	Water Modeling w/ NAC report and BSDW submittal (NO main extensions) (includes NDEP App Fee)	Shaw	\$2,300.00
	Sewer main extension with modeling and BWPC submittal	Shaw	\$1,100.00
	Water System Special Projects (booster station, tanks, pressure regulation stations, etc.)	Shaw	T&M
Miscellaneous Engineering/Planning Time		Both	\$160/hr
Reimbursement Agreement		Shaw	T&M
<u>Construction Support/Inspections</u>			
	Pre-construction Meeting	Shaw	\$470.00
	Review of changes to approved plans, support City inspector during his/her oversight of construction, conduct closeout punch list inspection, review developer submitted asbuilts, coordinate with City staff for warranty and infrastructure acceptance items and warranty walk-throughs	Shaw	T&M

All fees above are estimated to be recoverable by the City through collecting permit fees. Time and materials items will require coordination with the developer. The total contracted fees to Shaw for work under Task 1.0 will vary depending on the number and type of development reviews provided.

Task 2.0 General Development Services Support – On-Call

This task will include providing general engineering support for overall process and coordination of City development standards. Work under this task will cover support in updates to the development code, updating the public works design standards, updating permits/applications, planning commission meetings, city council meetings, public workshops/meetings, requested coordination with other state, federal or local governmental agencies and general coordination with staff regarding process for development. General support to City staff for fielding development or citizen requests for information including permit requirements, submittal process and floodplain questions will be covered. This task will also include support by Shaw for projects which may be denied or otherwise contentious. Services under this task will be provided at the direction of the City Engineer. An initial budget of \$10,000 will be established for general

support under this task. Larger assignments, such as complete updates to the design standards may require a separate contract/authorization.

Task 3.0 Water and Sewer Modeling and City Infrastructure Support – On-Call

On-call general engineering support for City owned infrastructure will be provided under this task. This task will provide the City with general support for reviewing water and sewer infrastructure, reviewing water or sewer hydraulic models, general support for streets and storm drain infrastructure and other general engineering and special services which cannot be fully described at this time. An initial budget of \$10,000 will be established for support under this task. Work under this task will be at the direction of the City Engineer. Larger scopes of work such as water or sewer master plan updates may require a separate contract/authorization.

Our services will be invoiced monthly based on time and materials for on-call services and based on lump sum fees as identified above for certain TOA services. A copy of our 2024 fee schedule is attached and will be the basis for the on-call services requested. On-call tasks as well as each TOA for development reviews will be tracked by Shaw with a unique project number.

We appreciate the opportunity to provide these services, help augment City staff and improve the overall development process within the City of Fernley. If you have any questions please call.

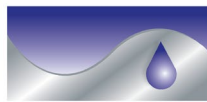
Sincerely,

SHAW ENGINEERING



Cody Black, P.E.

President/Principal Engineer



2024 FEE SCHEDULE

PROFESSIONAL

Senior Principal	\$200.00/hr
Principal	\$180.00/hr
Project Manager	\$160.00/hr
Senior Engineer	\$150.00/hr
Professional Engineer II	\$140.00/hr
Professional Engineer I	\$120.00/hr
Staff Engineer II	\$110.00/hr
Staff Engineer I	\$100.00/hr
Expert Testimony	
Consultations	\$250.00/hr
Reports/Preparations	\$500.00/hr
Trial/Depositions	\$750.00/hr (4 hr.Min.)

TECHNICAL

Engineering Technician	\$ 95.00/hr
Planning Technician	\$ 85.00/hr
Drafting/Technician II	\$ 85.00/hr
Drafting/Technician I	\$ 75.00/hr
Construction Inspector II	\$100.00/hr
Construction Inspector I	\$ 90.00/hr

ADMINISTRATIVE

Office Administrator	\$ 80.00/hr
Administrative Assistant II	\$ 70.00/hr
Administrative Assistant I	\$ 60.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.85/mile
Per Diem	\$150.00/day
Expenses	At Cost

The cost for office equipment, office supplies, hardware and software utilized during a Project is included in the fee schedule. Per Diem applies to Construction Inspectors that are required to spend one night or more on the Project.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy 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 new floating surface aerators for the East Wastewater Treatment Plant for an amount not to exceed \$350,000.

AGENDA ITEM BRIEF:

This purchase will replace several inoperative floating surface aerators at the East Wastewater Treatment Plant.

RECOMMENDED MOTION:

"I move to Approve the purchase of new floating surface aerators for the East Wastewater Treatment Plant for an amount not to exceed \$350,000."

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 must replace several floating aerators that have exceeded their operational life at the East

Wastewater Treatment Plant. The plant is designed to remove biochemical oxygen demand (BOD) and total suspended solids (TSS) from partially mixed aerated ponds. The surface aerators add oxygen to the ponds by mechanically agitating the water's surface which facilitates the process. The attached quote is for twelve (12) new aerators but does not include the accessories to install and power the units.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

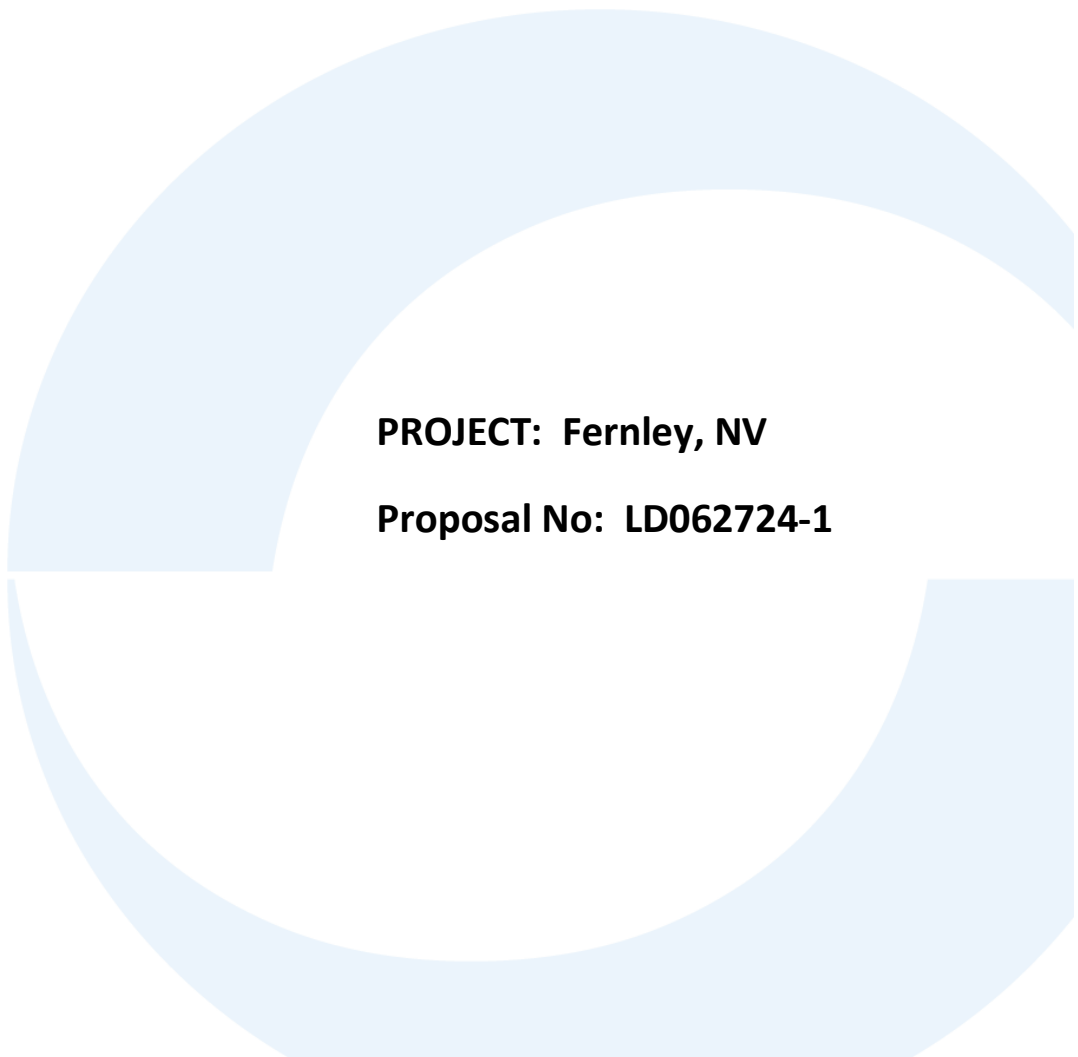
FINANCIAL IMPLICATIONS:

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. Aerator Solutions Proposal - Fernley, NV - (12) AQ1-1-7.5-R3 - 270724

ASPIRO Aspirators



PROJECT: Fernley, NV

Proposal No: LD062724-1

Contact: Lenka Dixon, LDixon@AeratorSolutions.com

PH: 815-623-5111, FAX: 815-623-7111

June 27, 2024

QUOTATION NUMBER: LD062724-1

PROJECT: City of Fernley, Nevada

Attn: Mr. Nathan McIntyre
595 Silverlace Blvd, NV 89408
Phone: (775) 302-1020, Email: nmcintyre@cityoffernley.org

Representative: Mr. Brian Villacorta, P.E., BCEE
Coombs Hopkins Company, Carlsbad, CA
Office: 760-931-0555, Cell: 925-989-6041
www.coombshopkins.com

Aerator Solutions is pleased to submit the following proposal for the equipment described in the following pages, subject to the terms and conditions stated herein.

Twelve (12) – ASPIRO Aspirator floating surface aerators

Model ASPIRO AQ1-7.5-60-F3 with the following materials of construction:

- Main Drive 7.5 HP TEFC Motor, IP56, 460 Volt, 3PH, 60 Hz
- Motor shaft - 45 deg shaft down operation
- Propeller - 316 stainless steel
- Aerator constructed in stainless steel (wetted 316, unwetted 304)
- Three (3) float flotation assembly - frame in stainless steel 304, floats in UV inhibited rotomoulded polyethylene & filled with closed cell foam

PRICE: \$282,000.00 (\$23,500.00 EA)

NOTE: PRICING DOES NOT INCLUDE ANY POWER CABLE, MOORING CABLE OR ANY ACCESSORIES TO INSTALL THE UNITS.

Validity: Pricing is good for 45 days from date of proposal, with submittal approval within 45 days of PO.

Terms: **20% Down Payment with Purchase Order**

30% With Submittal Approval

50% Balance Net 30 days from the date of shipment

NOTE: Any retainage shall not exceed 5% of Invoice Total and shall be payable in full no more than 180 days from shipment.

Freight: FOB factory, freight to job site is included to job site

Start-Up: Not included in the price.

Shipping: 16 – 18 weeks after receipt of the purchase order

Taxes: Not included in pricing. Any applicable taxes will be added at time of invoice unless a valid exempt or resale certificate is provided.

PROPOSAL NOTES:

1. The Aspiro Aerators will be shipped as separate components: power module and float assembly. Simple nut and bolt assembly of the power module to the float will be required on site by others.
2. Materials and/or services not specifically listed in this proposal are not included and are to be supplied by others.
3. Mooring cable, power cable, control panel, anchors, eyebolts and junction box are not included and are to be supplied by OTHERS.
4. Aerator Solutions will provide our standard vibration tests, submittal drawings, and Operations & Maintenance manuals.
5. Materials and/or services not specifically listed in this proposal are not included and are to be supplied by others.
6. Offloading and installation is the responsibility of the customer.
7. Goods quoted above will be sold subject to the terms and conditions set forth on the face hereof and the "Terms and Conditions" on the attached page. Any different or additional terms are hereby objected to.
8. **If a deferred delivery is required (longer than 12 months from PO date), pricing will need to be reviewed and adjusted.**

9. Aerator Solutions' scope of supply does not include any process or performance guarantees or warranties or process or performance testing.

10. Warning Clause: The aerator supplied has a very high hydraulic flow directly beneath the unit. In addition, horizontal surface velocities persist for some distance from the units. These flow patterns may cause damage to the basin bottom or walls creating leaking potential. In earthen or lined basins, Aerator Solutions recommends the use of a concrete pad directly beneath the unit. If concrete is known to be nonresistant to the wastewater, other materials should be investigated. Riprapping or similar means of bank protection can protect the basin walls. If the basin contains any toxic wastes, the end user should obtain engineering advice as to the basin design and construction that is necessary to prevent any potential erosion and leakage potential. Aerator Solutions assumes no liability for any damage to the basin bottoms or walls or for any injuries or damages resulting therefrom.

Signature below indicates the acceptance of this quotation, including the Terms and Conditions attached:

Accepted by the Buyer:

Company Name

By: _____

Date: _____

Accepted by the Seller:

Aerator Solutions

By: _____

Date: _____

Final acceptance of this proposal must be given to Aerator Solutions at their office in Roscoe, Illinois. Please acknowledge by signing above and returning to Aerator Solutions.

AERATOR SOLUTIONS TERMS AND CONDITIONS OF AERATOR SOLUTIONS

This offer and all of the goods and sales of Aerator Solutions are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aerator Solutions. This proposal and any contract resulting therefrom, shall be governed by, and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aerator Solutions does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative at our Roscoe, Illinois office.

DURATION OF QUOTATION

This proposal of Aerator Solutions shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aerator Solutions shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment

dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aerator Solutions, Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aerator Solutions plant at Roscoe, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aerator Solutions is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aerator Solutions is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aerator Solutions or Aerator Solutions otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aerator Solutions reserves the right to require payment in advance or security or guarantee satisfactory to Aerator Solutions of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aerator Solutions for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aerator Solutions of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aerator Solutions nor may it be cancelled except by prior payment to Aerator Solutions the following sums as liquidated damages; 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aerator Solutions for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aerator Solutions for any materials or component parts, a sum equal to the total of the direct out of pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aerator Solutions. In the event any items are used by Aerator Solutions, to fill a subsequent order, then upon receipt of payment for such order, Aerator Solutions shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information, and know-how disclosed by Aerator Solutions to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer shall remain the property of Aerator Solutions and shall not be disclosed or otherwise used to the disadvantage or detriment of Aerator Solutions in any manner.

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aerator Solutions shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aerator Solutions conform to this Proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aerator Solutions may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aerator Solutions elects to modify this proposal to conform to the requirements for approval by any third party, Aerator Solutions in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aerator Solutions conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aerator Solutions from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aerator Solutions goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal condition and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Roscoe, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aerator Solutions of claimed defect, and Aerator Solutions shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Roscoe, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated, or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence, or accident. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

In general, all minor repairs of electric motors will be performed in the field by an authorized local service shop. Major repairs involving electric motors will be performed by local authorized electrical repair shops at their facilities. The responsibility for removing parts or equipment from the system and transporting them to the local repair shop is the customers. Re-installation of the equipment is the responsibility of the customer. Any warranty claims involving parts other than the electric motor, if serious, will probably be handled by replacing the defective parts. This may, or may not, involve shipment of the unit (or a part of it) back to the factory. **IN NO CASE SHOULD YOU SHIP THE UNIT BACK TO THE FACTORY WITHOUT AUTHORIZATION FROM AERATOR SOLUTIONS.**

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AERATOR SOLUTIONS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AERATOR SOLUTIONS TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aerator Solutions at their office in Roscoe, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aerator Solutions.

Accepted By:

Offer Respectfully Submitted,

By:

Date:

Aerator Solutions By:



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

100-475-741

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1), mini paver for the City of Fernley's Streets and Storm Drains Department for an amount not to exceed \$70,000.

AGENDA ITEM BRIEF:

This request is for the purchase of one (1) mini paving machine for the City of Fernley's Streets and Storm Drains Department. If approved, this machine will be utilized for repairs and maintenance of the City's streets.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1), mini paver for the City of Fernley's Streets and Storm Drains 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 Streets and Storm Drains Department is requesting the purchase of a mini paving machine that attaches to the department's skid steer. The machine can lay down and pave various types of materials allowing for rapid deployment and faster completion times. Not only is it versatile, it also provides precise paving results minimizing the need for rework and enhancing overall project efficiency. This is the only machine found that meets the specifications required by this department.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 100-475-741 within the General Fund portion of the FY 24-25 Budget.

ATTACHMENTS:

1. Pavijet-Mini-Paver-Brochure
2. Quote - City of Fernley - Pavijet MG7 "SUPER"



PAVIJET MINI PAVERS

Simple to use
Low maintenance
Labor and equipment cost saving
...one smart investment.

PAVIJET MG7 (forward driving)

MINI PAVERS

The new compact Pavijet Mini Paver is the most recent evolution in the asphalt finishing sector. With an international patent, the Pavijet is the only paver able to lay:

- Gravel
- Sand
- Stones
- Asphalt (hot and cold)
- Concrete

The Pavijet can do many jobs, such as:

- Patching roads
- Road shoulders
- Sidewalks
- Pave around curves
- Parking lots
- Driveways
- Garden and park paths
- Utility trenches
- Sand in courtyards for self-locking bricks

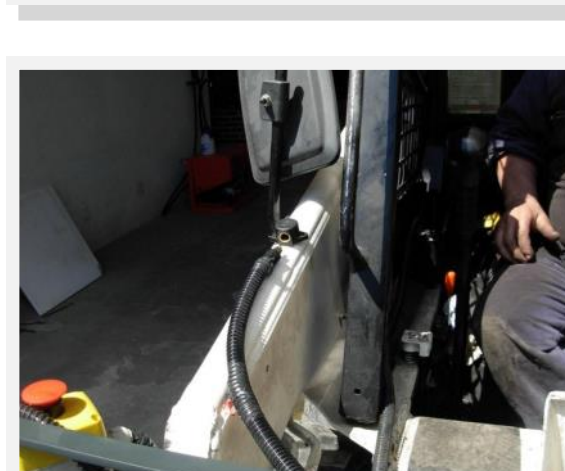
The Pavijet can also bypass any obstacle, like advertising signs, trees, etc. thanks to the retractable screed.

Easy to use and to transport:

- The Pavijet MG7 is a completely hydraulic paver. It can be connected to any kind of skid loader with a minimum of 20 HP (15 kw).
- The attachment is mechanical and the hydraulic connection is done with quick connects.
- The Pavijet can be loaded and unloaded from the truck by the same skid loader.
- Thanks to its compact size, the Pavijet is easy to use and to transport.



MG7 paving a shoulder.



Power connection to skid loader (MG6 D2 & MG7).



Loading hopper from truck



Laying base



Laying sidewalk around gutter

Feeding:

- The Pavijet MG7 can lay hot and cold asphalt, as well as cement, sand and crushed stones. It is possible to use the same machine to spread fill and later to pave. *No other finisher is able to do this.* This machinery is ideal for laying down the sand base before brick paving in patios.
- The central auger brings the material to the screed.
- The auger's speed depends on the speed of the loader's motor.

Functions:

- All the functions are hydraulic (auger, screed lifting and lowering, telescopic screed, hopper's opening and closing).
- Because of the retractable hydraulic screed, the machine is very versatile and is able to avoid obstacles.
- The Pavijet MG7 is controlled from the skid loader and/or with a wireless remote control.
- The wireless remote control allows the operator to have a complete view of the work in front of the machine.

Advantages:

- Variable paving width from 7.87" to 74.80" (0.2m to 1.9m)
- Compact dimensions
- High paving speed, up to 82' per minute
- Avoids obstacles along the way
- Possibility to be load the hopper from the street
- Can pave many different kinds of materials
- Wireless remote controlled
- Machine is completely hydraulic



MG7 screed extended to its full width. Screed can also be heated for use with hot bitumen.

We Make It Possible



MG7 Hand Held Remote Control



MG7 Control Panel



MG7 Control Panel



MG6 D2 Controls



The Pavijet has its own battery, but for jobs that are going to take more than a couple of hours, the unit needs to be connected to the power of the loader.



MG7 Self-Leveling System



MG6 D2 & MG7 Hydraulic Quick Coupler



MG6 D2 & MG7 Quick Attach



MG7 Dampers / Limiters



MG7 Hopper Auger



MG7 closed and ready for transport.



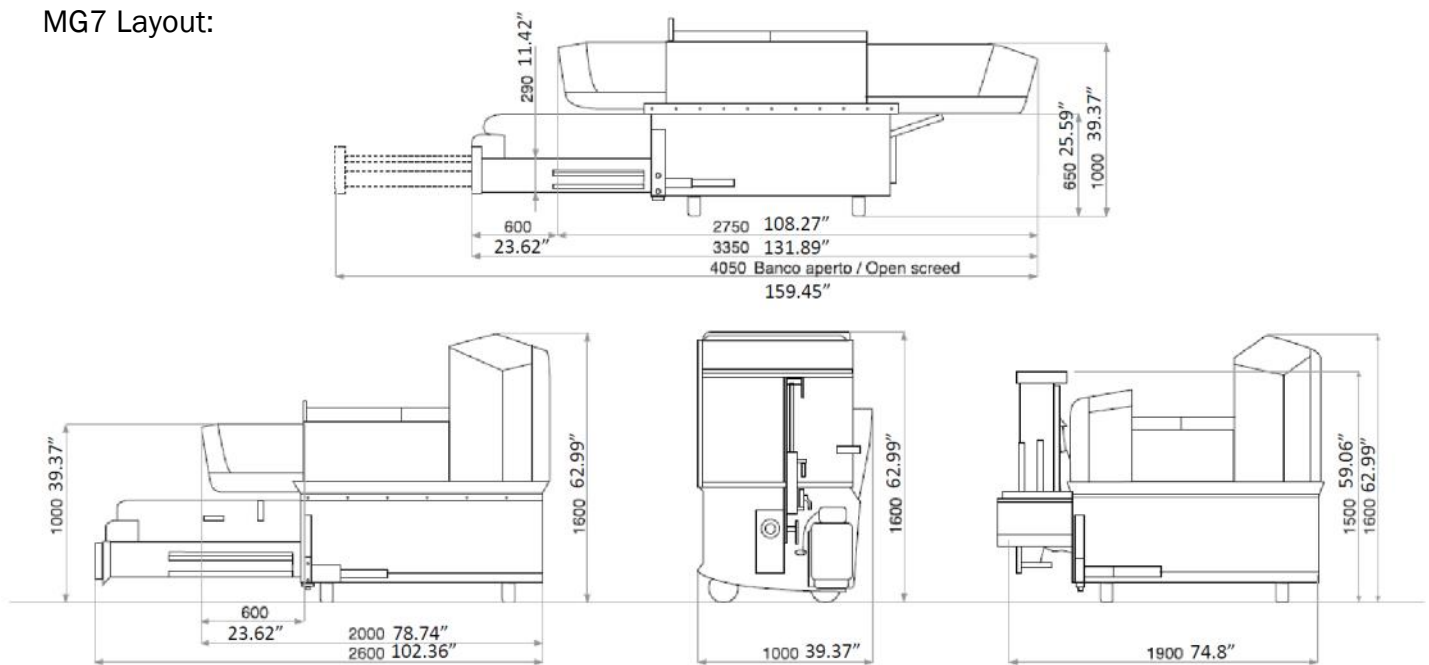
MG7 closed and ready for transport.



MG7 opened up and ready to work.

We Make It Possible

MG7 Layout:



Pavijet MG7 Specifications:

Paving width:	7.87" to 74.80" (.2m to 1.9m)
Paving height:	from -1.97" to 9.84" (-5cm to 25cm)
Hopper capacity:	49.44 cubic feet (1.4 cubic meters) 3.75 tons asphalt
Oil flow:	15.85 gal/min (60 l/min)
Paving speed:	up to 82.02'/min (25m/min)
Hydraulic pressure:	2,611 psi (180 bar)
Weight:	1,567 lbs. (711 kg)
Vibration:	60 Hz
Paving direction:	forward
Paving material:	cold or hot (heated by LPG)
Hot paving temperature:	140 degrees C (284 degrees F)
Feeding:	front and lateral
Commands:	from the loader or by radio control
Functions:	all hydraulic
Auger's diameter:	7.87" (200 mm)
Machinery washing:	with a manual pump
Paint:	anti-corrosive
Colors:	grey and yellow
Certification:	EC conformity

SHAFER EQUIPMENT COMPANY, INC.

955 GREG ST. - SPARKS, NV. 89431 - Ph. 775-331-7772



Hitachi Loaders



Yanmar Mini Ex



Mustang Skid Steers



Link-Belt Excavators

Machine Sale Quote

8/12/24

Ray Lowrey (superintendent)

City of Fernley (general services)

595 Silver Lace Blvd.

Fernley NV 89408

Cell 775-302-6028

rlowrey@cityoffernley.org

Chris Neddenriep (sales)

Shafer Equipment Company

955 Greg St.

Sparks, NV 89431

Cell 775-721-9980

chrisnedd@charter.net

One – New - Pavijet Mini Paver – model MG7 “Super”

Complete with all standard equipment as per the attached literature and below specifications.

Paving width:	11.81" to 78.74"
Paving height:	from -1.96" to 9.84"
Hopper capacity:	2.61 cubic yards 4.8 tons asphalt
Oil flow:	15.85 gal/min (60 l/min)
Paving speed:	up to 59.06'/min
Hydraulic pressure:	2,611 psi
Weight:	1,874 lbs.
Vibration:	60 Hz / 12 Volt
Paving direction:	forward
Paving material:	cold or hot (heated by LPG)
Overall dimensions when closed	Height 65.35" - Length 45.67" - Width 82.09"
Feeding:	front and lateral
Commands:	from the loader or by radio control
Functions:	all hydraulic
Auger's diameter:	7.87" (200 mm)
Machinery washing:	with a manual pump
Paint:	anti-corrosive
Colors:	grey and yellow
Certification:	EC conformity

\$59,870.00 total sale price which includes:

1. The basic MG7 Pavijet “Super”
2. The standard manufactures warranty of 1 year
3. Freight delivered to 595 Silver Lace Blvd.
4. Machine completely set up, ready to operate
5. Factory training in Fernley

Delivery: 180 days or sooner

Conditions: Cash terms net 30 days - Quote valid for 180 days

Warranty: 1 year – standard manufactures warranty – FOB Shafer Equipment Sparks NV

Options: Spare parts package \$11,054.00

The above terms and conditions are accepted by:

X _____ Date _____

City of Fernley NV



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1), heavy equipment trailer for the City of Fernley's Water Distribution Department for an amount not to exceed \$50,000.

AGENDA ITEM BRIEF:

This request is for the purchase of one (1) heavy equipment trailer for the City of Fernley's Water Distribution Department. The trailer will be used to transport heavy equipment to jobsites for repairs and maintenance of the City's water distribution system.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1), heavy equipment trailer for the City of Fernley's Water Distribution Department for 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:

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

BACKGROUND:

The City of Fernley's Water Distribution Department is requesting the purchase of a trailer to transport heavy equipment to jobsites around the city for infrastructure maintenance and repairs. Several sites are miles from where the equipment is stored so the trailer will be a more efficient and safe transportation method. This is the only trailer found that meets the specifications required by this department.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 510-165100 within the Water Enterprise Fund portion of the FY 24-25 Budget.

ATTACHMENTS:

1. Detail_Sheet WD Equipment Trailer
2. City of Fernley T-24LP 8-1-24

PROJECT DETAIL SHEET

Project Title: Equipment Trailer								
Department: Water Distribution								
<u>Description and Justification:</u> The City of Fernley's Water Distribution Department is requesting one (1) Equipment Trailer. If approved, the trailer will be used to transport heavy equipment to jobsites for repairs and maintenance of the City's infrastructure.								
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				
				FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
A. Feasibility Study								
B. Design								
C. Land Acquisition								
D. Construction								
E. Furnishings/ Equipment								
F. Departmental Equipment	2	510-165100	\$35,003.00	\$35,003.00				
G. Contingency			\$3,500.00	\$3,500.00				
H. Other								
Total			\$38,503.00	\$38,503.00				
<u>Source of Funds Legend</u> (1) General Fund (2) Water Enterprise Fund (3) Sewer Enterprise Fund (4) Federal Grants (5) Capital Fund (6) RCT Funds (7) Other								



City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408
775-575-2307

August 1, 2024

Kirk,

Thank you for the opportunity to quote this Towmaster trailer!
This is a Sourcewell quote. Contract #092922-MNR

<u>Qty</u>	<u>Feature Description</u>	<u>List</u>
1	Base Model - T-24LP	\$40,325.00
20	Deck Length - In Feet	
20	Decking Type - Apitong Wood	\$2,100.00
	Width - 102" Wide	
1	Beavertail - 5' Cleated Style	
2	Axles - 12K Oil Bath 49" Axle Spacing	
2	Suspension - 9700 Hutchens adjustable suspension	
2	Brakes - Air Brakes 2S/1M	
8	Tires - 235/85Rx16(F)	
8	Wheels - 8 Bolt, Budd Wheels	
1	Jack - 12K Drop Leg	
1	Plug - 7 Pole Round	
1	Hitch/Neck - 3" Pintle Ring	
2	Ramps - 5' Angle Iron	
1	Ramp Color - Equipment Red	
1	Trailer Color - Equipment Black	
10	Tie Downs - D-Rings	\$70.00

Price:	\$42,495.00
Total Discounts:	(\$9,992.00)
Freight:	\$2,500.00
Total Price, FOB Sparks, NV:	\$35,003.00

Price includes dealer prep, PDI, and DMV title transfer fee.

Please let me know if you have any other questions or concerns. Thank you!

Sincerely,

Aaron Lanka
Pape’ Machinery, Inc.
1255 Spice Island Rd
Sparks, NV 89431
(775) 846-7484 cell
alanka@papemachinery.com



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1), 1/2-ton pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$48,611.

AGENDA ITEM BRIEF:

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

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1), 1/2-ton pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$48,611."

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 Utilities 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 510-165100 within the Water Enterprise Fund portion of the FY 24-25 Budget.

ATTACHMENTS:

1. Detail_Sheet Utilities Pickup Truck
2. MICHAEL HOHL 2024 GMC 1500 REG CAB SIERRA
3. Corwin Ford 2024 Ford F150 Ext Cab

PROJECT DETAIL SHEET

Project Title: ½ ton Pickup Truck								
Department: Utilities								
<u>Description and Justification:</u> The City of Fernley's Utilities Department is requesting one (1) ½ ton pickup truck 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.								
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	2	510-165100	\$49,131.25	\$49,131.25				
G. Contingency								
H. Other								
Total			\$49,131.25	\$49,131.25				
<u>Source of Funds Legend</u> (1) General Fund (2) Water Enterprise Fund (3) Sewer Enterprise Fund (4) Federal Grants (5) Capital Fund (6) RCT Funds (7) Other								



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

CITY OF FERNLEY

Prepared For: Olivia John

(775) 784-9913

ojohn@cityoffernley.org

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro





MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

Quote Worksheet

	MSRP
Base Price	\$42,500.00
Dest Charge	\$1,995.00
Total Options	\$655.00
Subtotal	\$45,150.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	\$465.00
Subtotal Discount	\$465.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$45,615.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
NCC CUSTOMER CASH	(\$2,750.00)
QFV BONUS CASH	(\$1,250.00)
TITLE TRANSFER FEE	\$28.25
Subtotal Post-Tax Adjustments	(\$3,971.75)
Total Sales Price	\$41,643.25

Comments:

SHANNIN- HERE IS A QUOTE FOR THE REPLACEMENT TRUCK THAT WAS SOLD. THIS IS EXACTLY THE SAME EXCEPT FOR BACK UP ALARM AND UPFITTER SWITCHES, SO IT'S 288.00 LESS. LET ME KNOW IF THIS WORKS. I HAVE IT PULLED OUT OF INVENTORY FOR YOU SO IT DOESN'T GET SOLD. I CAN DELIVER TO ELY FOR NO CHARGE.

THANKS
TERRY

Dealer Signature / Date

Customer Signature / Date

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MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
TK10903	2024 GMC Sierra 1500 4WD Reg Cab 140" Pro	\$42,500.00
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
BODY CODE		
CODE	DESCRIPTION	MSRP
E63	Pickup bed	\$0.00
EMISSIONS		
CODE	DESCRIPTION	MSRP
NC7	Emissions override, Federal	\$0.00
YF5	Emissions, California state requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
L3B	Engine, TurboMax	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled	\$0.00
AXLE		
CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00
PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1SA	Pro Preferred Equipment Group	\$0.00

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

WHEELS		
CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
SPARE TIRE		
CODE	DESCRIPTION	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
PAINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	\$0.00
SEAT TRIM		
CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim	\$0.00
RADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
OPTION DISCOUNT		
CODE	DESCRIPTION	MSRP
—	Option/package discount	(\$1,850.00)

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ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCI	Convenience Package	Inc.
PEB	Pro Value Package	\$1,320.00
Z82	Trailer Package	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential	\$395.00
JL1	Trailer brake controller, integrated	\$275.00
KW5	Alternator, 220 amps	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted	Inc.
QT5	Tailgate, gate function manual with EZ Lift	Inc.
UF2	LED Cargo Area Lighting	Inc.
VK3	License plate kit, front	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 10-way power	\$290.00
C49	Defogger, rear-window electric	Inc.
K34	Cruise control, steering wheel-mounted	Inc.
KC9	Power outlet, bed mounted, 120-volt	Inc.
KI4	Power outlet, interior power outlet, 120-volt	\$225.00
N06	Steering column lock, electrical	\$0.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance	Inc.

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Quote: New Quote FGG24747. FERNLEY REG 1500

ADDITIONAL EQUIPMENT - OTHER		
CODE	DESCRIPTION	MSRP
P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security.	\$0.00
P0X	OnStar Vehicle Insights - 3 years of Service.	\$0.00
Options Total		\$655.00

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

Standard Equipment

Package	GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)
	Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)
	Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.) (STD)
	GVWR, 6900 lbs. (3130 kg) (Regular Cab Long Bed model requires 4WD. Crew Cab 2WD models require (L84) 5.3L EcoTec3 V8 engine.)
	Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)
	Transfer case, single speed, electronic Autotrac with push button control (4WD models only)
	Suspension Package, Standard
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)
	Frame, fully-boxed, hydroformed front section
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as a free flow option.)
	Cargo tie downs (12), fixed
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Capless Fuel Fill
	Exhaust, single outlet
	Exhaust, aluminized stainless-steel muffler and tailpipe

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

Exterior

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)
- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
- Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
- CornerStep, rear bumper
- Grille (Chrome header with flat black grille insert bars)
- Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
- IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
- Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
- Mirrors, outside heated power-adjustable (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package on Crew Cab and Double Cab models. Standard on Regular Cab models.)
- Glass, solar absorbing, tinted
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Tailgate and bed rail protection caps, top
- Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Door handles, Black grained

Entertainment

- Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 2-speakers in front doors (Requires Regular Cab model.)

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

Entertainment

- Bluetooth for phone connectivity to vehicle infotainment system
- Wireless, Apple CarPlay / Wireless Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel, urethane
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Compass, located in instrument cluster
- Exterior Temperature Display, located in radio display
- Brake lining wear indicator
- Windows, power front, drivers express up/down
- Window, power front, passenger express down
- Door locks, power
- Remote Keyless Entry
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone manual
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

- Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

Safety-Interior

- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
- Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
- Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
- Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
- Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)
- Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)
- 3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Safety-Mechanical

- Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps, LED signature lighting

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax[®]; Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax[®]; Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 23206. Data Updated: Aug 15, 2024 6:44:00 PM PDT.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" ProMSRP:\$42,500.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL	MSRP
TK10903	[Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro	\$42,500.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
A2X	Seat adjuster, driver 10-way power	\$290.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
CTT	Hitch Guidance	Inc.
E63	Pickup bed	\$0.00
G80	Auto-locking rear differential	\$395.00
GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	Inc.
KC9	Power outlet, bed mounted, 120-volt	Inc.
KI4	Power outlet, interior power outlet, 120-volt	\$225.00

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MICHAEL HOHL MOTORS

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10903) 4WD Reg Cab 140" Pro (✔ Complete)

Quote: New Quote FGG24747. FERNLEY REG 1500

KW5	Alternator, 220 amps	Inc.	
L3B	Engine, TurboMax		\$0.00
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled		\$0.00
N06	Steering column lock, electrical		\$0.00
NC7	Emissions override, Federal		\$0.00
P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security.		\$0.00
P0X	OnStar Vehicle Insights - 3 years of Service.		\$0.00
PCI	Convenience Package	Inc.	
PEB	Pro Value Package		\$1,320.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		\$0.00
YF5	Emissions, California state requirements		\$0.00
Z82	Trailer Package	Inc.	
—	Option/package discount		(\$1,850.00)
SUBTOTAL			\$43,155.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$45,150.00

FUEL ECONOMY

Est City:17 MPG
Est Highway:20 MPG
Est Highway Cruising Range:560.00 mi

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Data Version: 23206. Data Updated: Aug 15, 2024 6:44:00 PM PDT.



Invoice # 01/18/2024

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	F150
Salesperson	Deal #		PO #
Dennis Tagliarino			

2024 F150 EXTENDED CAB 145"

**OXFORD WHITE EXTERIOR/ DARK SLAT CLOTH INT
2.7 ECOBOOST ENGINE/ 10 SPEED AUTO TRANS
DAYTIME RUNNING LIGHTS
EXT RANGE TANK
50 STATE EMISSIONS
6550# GVWR**

TOTAL COST \$46,268 PLUS \$28.25 TITLE FEE

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1), 1/2-ton pickup truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$52,611.

AGENDA ITEM BRIEF:

This purchase will replace one (1) truck that was assigned to the Water Distribution Department. If approved, this vehicle will be utilized in the day-to-day maintenance and operations of the City's water distribution system.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1), 1/2-ton pickup truck for the City of Fernley's Water Distribution Department for an amount not to exceed \$52,611."

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 Water Distribution Department is requesting to replace one (1) pickup truck that was considered a total loss by the City's insurance company due to an accident.

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 510-165100 within the Water Enterprise Fund portion of the FY 24-25 Budget.

ATTACHMENTS:

1. Detail_Sheet WD Replacement Pickup Truck
2. Carson Dodge 2025 Ram 1500 Crew Cab 4x4 SWB
3. Champion Chevrolet 2024 Chevy Silverado 1500 Short Crew Cab

PROJECT DETAIL SHEET

Project Title: ½ ton Pickup Truck								
Department: Water Distribution								
<u>Description and Justification:</u> The City of Fernley's Water Distribution Department is requesting one (1) ½ ton pickup truck to replace one (1) truck, currently assigned to the division, that was deemed a total loss in a single-vehicle accident.								
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	2	510-165100	\$49,131.25	\$49,131.25				
G. Contingency								
H. Other								
Total			\$49,131.25	\$49,131.25				
<u>Source of Funds Legend</u> (1) General Fund (2) Water Enterprise Fund (3) Sewer Enterprise Fund (4) Federal Grants (5) Capital Fund (6) RCT Funds (7) Other								

CARSON DODGE CHRYSLER JEEP

**RAM****DODGE**

CHRYSLER

**Jeep**www.CarsonDodge.com

8-19-2024
Revision #1

City of Fernley
Attn: Olivia John
Re: State of Nevada Bid 99SWC-S1495; Section 2.7

2025 Ram 1500 Crew Cab 4x4 Short Bed (5'7" Bed)
Base Price (4x2)
\$40,700.00 (V-6 Gas Engine)
Four Wheel Drive
\$3,100.00
Trailer Tow Group
\$1,237.00
State of Nevada Title Fee
\$28.25

Total with options:
\$45,065.25

Exterior Color-TBD, Not Specified
Interior- Cloth Bench Seat; Black (E1X9)
Flooring- TBD, Not Specified

Regards,
Joel Cryer

Quote is based off end user selections.



Vehicle Locator

Detail Report for Customer

CHAMPION CHEVROLET
800 KIETZKE, RENO, NV, 89502
775-786-3111

Customer/Company: undefined
Address: undefined

Sales Consultant:

on order

Vehicle #1: 2024 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	DGCJCF	\$50,625.00	N/A

Body Style: CK10543-4WD, Short Crew
PEG: 1CX-Custom Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
Engine: L3B-Engine: TurboMax
Transmission: MFC-8-Speed Automatic

Options: 1CX-Custom Preferred Equipment Group
A2X-Power Seat Adjuster (Driver's Side)
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
B30-Floor Covering: Carpet, Color Keyed
BTV-Remote Engine Starting Pkg
C49-Defogger, Rear Window, Electric
C5W-GVW Rating 7000 Lbs
DLF-Mirrors, O/S: Power, Heated
E63-Durabed
GAZ-Summit White
GU6-Rear Axle: 3.42 Ratio
H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
K34-Cruise Control
KI4-120 Volt Electrical Receptacle, In Cab
KW5-Alternator, 220 AMP
L3B-Engine: TurboMax
MFC-8-Speed Automatic
NC7-Emissions Override, Federal
NZP-Wheels, 20" x 9" Silver Painted Aluminum
PCX-1CX/2CX Convenience 1 Package
PDX-1CX Custom Value Package
PRF-3 Years of Onstar Remote Access
QAB-Tires: 275/60 R20 All Season, Blackwall

QAQ-Tire, Spare: 255/80 R17 All Season, Blackwall
QK1-Standard Tailgate
QT5-Tailgate Function--EZ Lift, Power Lock & Release
RFQ-Focused Ordering Configuration
RIA-LPO - Interior Floor Liners
SAF-Spare Tire Lock
SFZ-LPO--Chevy Bow Tie, Blacked Out
TQ5-Headlamps, Intellibeam
U2K-SiriusXM Satellite Radio (subscription)
UBI-2-USBs, Second Row Charge/Data Ports
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UF2-Lighting, Cargo Box, LED
UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking
UQF-Speaker System: Standard Sound System
UTJ-Theft Protection System, Unauthorized Entry
V76-Recovery Hooks
VBJ-LPO - Under Seat Storage
VK3-Front License Plate Mounting Provisions
YF5-California Emissions
YM8-LPO Processing Option
Z82-Trailer Package

YOUR COST
\$47,900⁰⁰~~xx~~
+ \$28.25 TITLE FEE

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1), 1/2-ton pickup truck for the City of Fernley's Water Treatment Plant for an amount not to exceed \$50,000.

AGENDA ITEM BRIEF:

This purchase will replace one (1) truck that is currently assigned to the Water Treatment Plant. If approved, this vehicle will be utilized in the day-to-day maintenance and operations of the plant.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1), 1/2-ton pickup truck for the City of Fernley's Water Treatment Plant for 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:

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

BACKGROUND:

The City of Fernley's Water Treatment Plant 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 510-165100 within the Water Enterprise Fund portion of the FY 24-25 Budget.

ATTACHMENTS:

1. Detail_Sheet WTP Pickup Truck
2. Carson Dodge City of Fernley 2025 Ram 1500 Crew Cab 4x4 SWB
3. Champion Chevrolet 2024 Chevy Silverado 1500 Short Crew Cab

PROJECT DETAIL SHEET

Project Title: ½ ton Pickup Truck								
Department: Water Treatment								
<u>Description and Justification:</u> The City of Fernley's Water Treatment Department is requesting one (1) ½ ton pickup truck 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.								
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	2	510-165100	\$49,131.25	\$49,131.25				
G. Contingency								
H. Other								
Total			\$49,131.25	\$49,131.25				
<u>Source of Funds Legend</u> (1) General Fund (2) Water Enterprise Fund (3) Sewer Enterprise Fund (4) Federal Grants (5) Capital Fund (6) RCT Funds (7) Other								

CARSON DODGE CHRYSLER JEEP

**RAM****DODGE**

CHRYSLER

**Jeep**www.CarsonDodge.com

8-19-2024
Revision #1

City of Fernley
Attn: Olivia John
Re: State of Nevada Bid 99SWC-S1495; Section 2.7

2025 Ram 1500 Crew Cab 4x4 Short Bed (5'7" Bed)
Base Price (4x2)
\$40,700.00 (V-6 Gas Engine)
Four Wheel Drive
\$3,100.00
Trailer Tow Group
\$1,237.00
State of Nevada Title Fee
\$28.25

Total with options:
\$45,065.25

Exterior Color-TBD, Not Specified
Interior- Cloth Bench Seat; Black (E1X9)
Flooring- TBD, Not Specified

Regards,
Joel Cryer

Quote is based off end user selections.



Vehicle Locator

Detail Report for Customer

CHAMPION CHEVROLET
800 KIETZKE, RENO, NV, 89502
775-786-3111

Customer/Company: undefined
Address: undefined

Sales Consultant:

on order

Vehicle #1: 2024 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	DGCJCF	\$50,625.00	N/A

Body Style: CK10543-4WD, Short Crew
PEG: 1CX-Custom Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
Engine: L3B-Engine: TurboMax
Transmission: MFC-8-Speed Automatic

Options: 1CX-Custom Preferred Equipment Group
A2X-Power Seat Adjuster (Driver's Side)
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
B30-Floor Covering: Carpet, Color Keyed
BTV-Remote Engine Starting Pkg
C49-Defogger, Rear Window, Electric
C5W-GVW Rating 7000 Lbs
DLF-Mirrors, O/S: Power, Heated
E63-Durabed
GAZ-Summit White
GU6-Rear Axle: 3.42 Ratio
H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
K34-Cruise Control
KI4-120 Volt Electrical Receptacle, In Cab
KW5-Alternator, 220 AMP
L3B-Engine: TurboMax
MFC-8-Speed Automatic
NC7-Emissions Override, Federal
NZP-Wheels, 20" x 9" Silver Painted Aluminum
PCX-1CX/2CX Convenience 1 Package
PDX-1CX Custom Value Package
PRF-3 Years of Onstar Remote Access
QAB-Tires: 275/60 R20 All Season, Blackwall

QAQ-Tire, Spare: 255/80 R17 All Season, Blackwall
QK1-Standard Tailgate
QT5-Tailgate Function--EZ Lift, Power Lock & Release
RFQ-Focused Ordering Configuration
RIA-LPO - Interior Floor Liners
SAF-Spare Tire Lock
SFZ-LPO--Chevy Bow Tie, Blacked Out
TQ5-Headlamps, Intellibeam
U2K-SiriusXM Satellite Radio (subscription)
UBI-2-USBs, Second Row Charge/Data Ports
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UF2-Lighting, Cargo Box, LED
UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking
UQF-Speaker System: Standard Sound System
UTJ-Theft Protection System, Unauthorized Entry
V76-Recovery Hooks
VBJ-LPO - Under Seat Storage
VK3-Front License Plate Mounting Provisions
YF5-California Emissions
YM8-LPO Processing Option
Z82-Trailer Package

YOUR COST

\$47,900 ⁰⁰xx

+ \$28.25 TITLE FEE

Disclaimer:

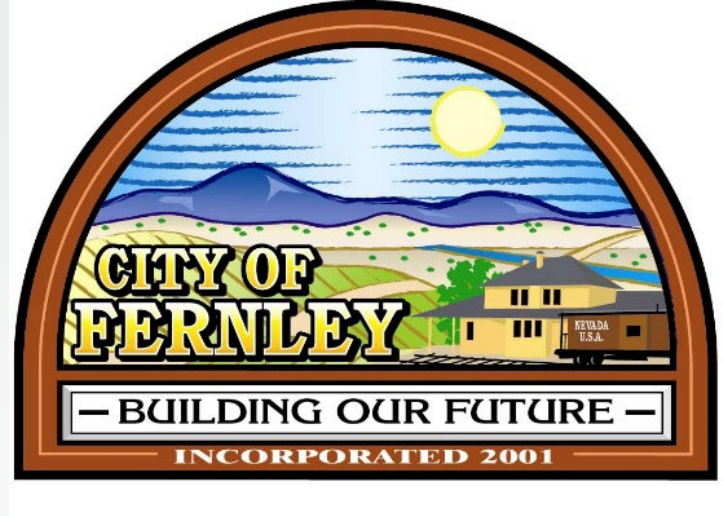
GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Year To-Date
Revenues					
General Fund					
Taxes	\$ 1,318,506	\$ 1,507,559	\$ 1,426,625	\$ 1,141,863	\$ 5,394,553
Licenses & Permits	682,829	1,268,799	1,199,496	2,169,432	\$ 5,320,556
Intergovernmental	451,460	433,880	587,763	4,132,678	\$ 5,605,781
Charges for Services	500	2,597	7,725	5,847	\$ 16,669
Fines and Forfeitures	14,328	29,124	26,045	87,124	\$ 156,621
Other Revenues	50,059	735,921	184,568	642,399	\$ 1,612,947
Subtotal General Fund Revenues	2,517,681	3,977,880	3,432,222	8,179,343	18,107,126
Enterprise Funds					
Operating Revenues	8,938,987	3,700,514	3,638,783	269,963	16,548,247
Non-operating Revenues	71,342	1,884,196	3,692,071	7,563,341	13,210,950
Subtotal Enterprise Revenues	9,010,329	5,584,710	7,330,854	7,833,304	29,759,197
Total Revenues	11,528,010	9,562,590	10,763,076	16,012,647	47,866,323
Expenditures/Expenses					
General Fund					
Salaries & Wages	672,689	807,386	718,914	861,276	3,060,265
Employee Benefits	284,824	321,277	351,036	427,294	1,384,431
Services & Supplies	1,215,883	710,941	610,860	2,183,747	4,721,431
Principal & Interest	-	-	-	-	-
Capital Outlay	73,716	263,317	398,950	5,626,507	6,362,490
Subtotal General Fund Expenditures	2,247,112	2,102,921	2,079,760	9,098,824	15,528,617
Enterprise Funds					
Salaries & Wages	589,847	634,086	553,392	801,177	2,578,502
Employee Benefits	119,132	246,016	269,375	(113,895)	520,628
Services & Supplies	1,035,187	639,805	722,804	1,360,253	3,758,049
Interest Expense	757,583	-	298,811	601,399	1,657,793
Subtotal Enterprise Expenses	2,501,748	1,519,907	1,844,382	2,648,934	8,514,971
Total Expenditures/Expenses	\$ 4,748,860	\$ 3,622,828	\$ 3,924,142	\$11,747,758	\$ 24,043,588

A detail listing of bills is listed in a separate file on the website.

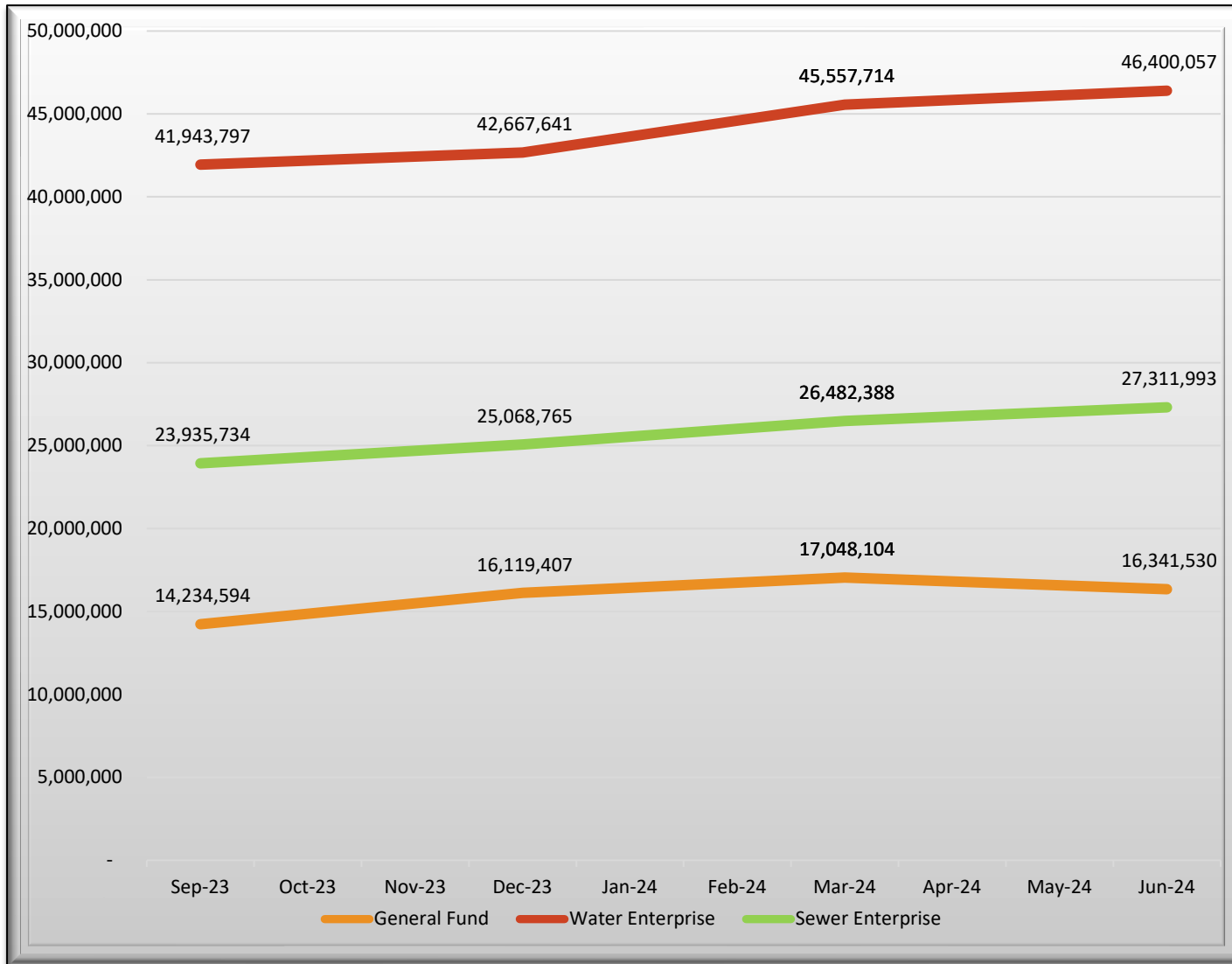
The original and any duplicate or copy of each receipt, bill, invoice, check, warrant, voucher or other similar document that supports a transaction, the amount of which is included in this quarterly report of total receipts and expenditures/expenses, is a public record that is available for inspection and copying by any person pursuant to the provisions of NRS 239. These records are available at the Fernley City Hall finance office located at 595 Silver Lace Blvd. Fernley, NV 89408. For more information, please contact the City of Fernley's finance office at (775) 784-9843 or visit the City's website at:

<http://www.cityoffernley.org/Archive.aspx?AMID=36>



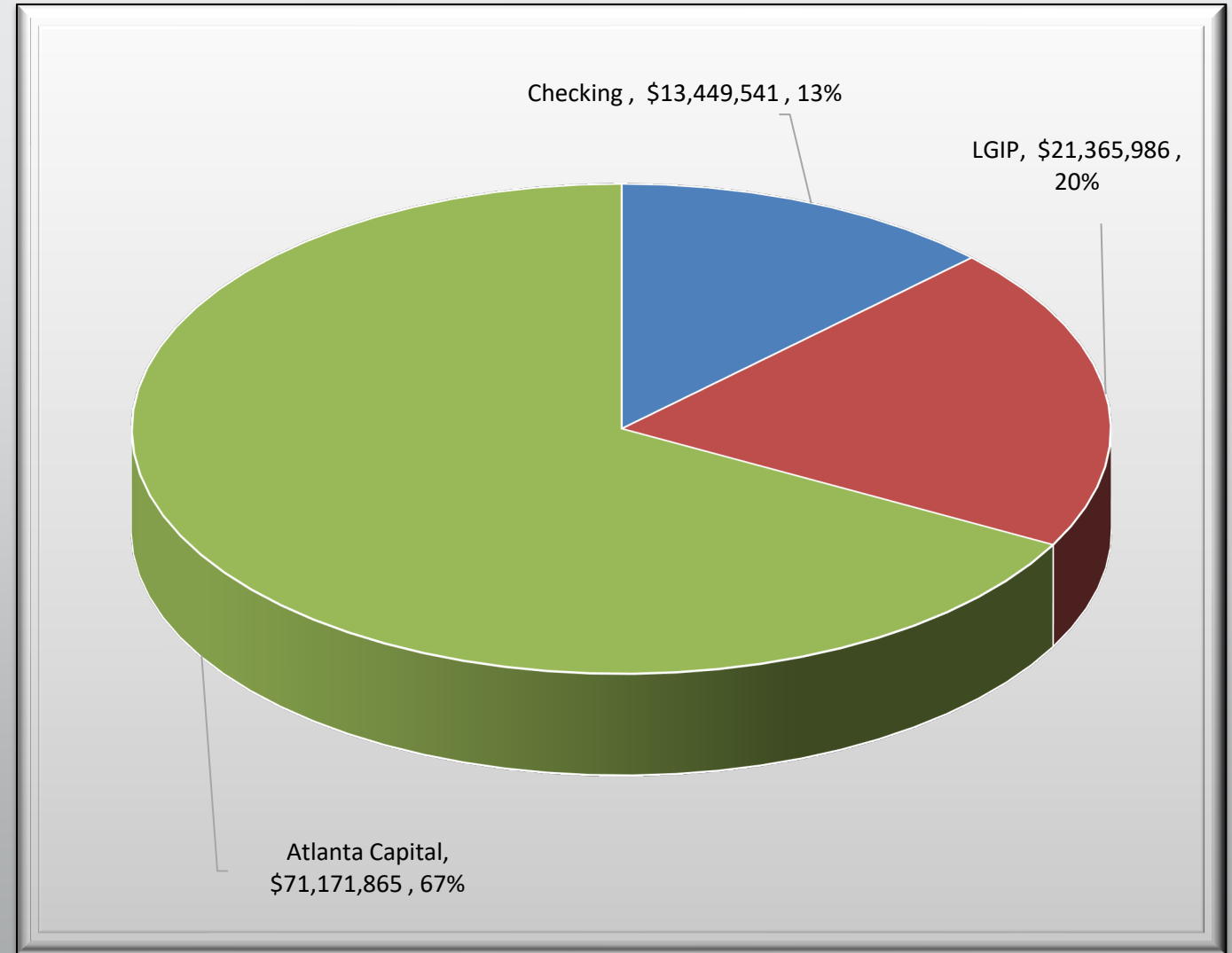
CITY OF FERNLEY

Quarterly Financial Presentation
June 30, 2024 (Unaudited)



Cash for General and Enterprise Funds

Cash & Investment Detail



Budget vs Actual - General Fund Revenues

As of 6/30/24

	FY2024 Budget	FY2024 Actuals	Percent of Budget
Taxes	4,783,597	4,863,479	101.67%
Licenses and Permits	3,899,500	5,320,777	136.45%
Intergovernmental	901,649	903,868	100.25%
Fines and Forfeitures	201,600	135,233	67.08%
Interest Earnings	11,250	1,352,166	12019.25%
Miscellaneous Revenue	73,500	97,598	132.79%
Sale of Assets	-	8,721	
<i>Total Less RTC</i>	9,871,096	12,681,841	128.47%
RTC Reimbursable	6,345,000	686,503	10.82%
<i>Total General Fund Revenues</i>	16,216,096	13,368,343	82.44%

Budget vs Actual - General Fund by Category

As of 6/30/24

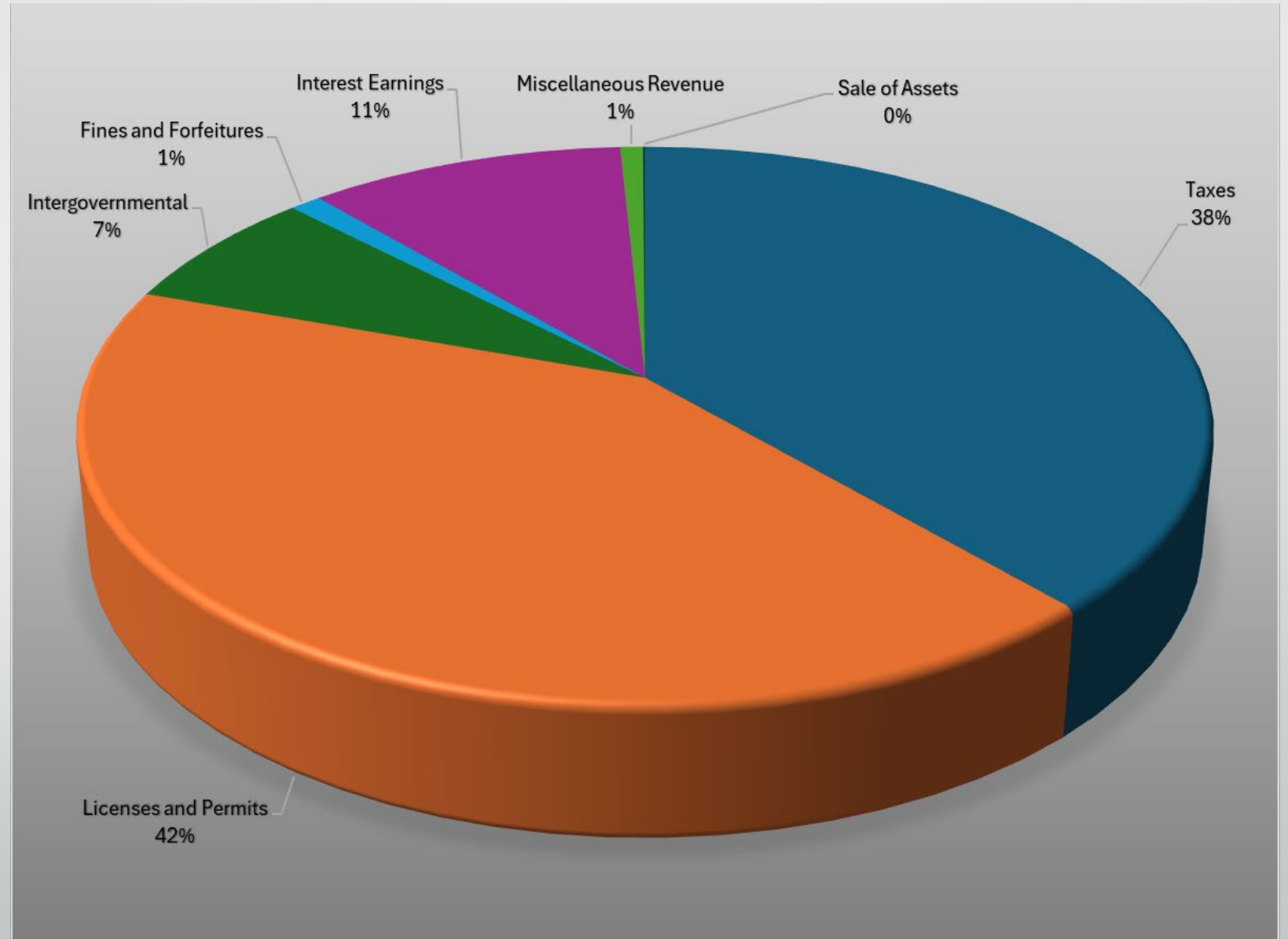
	FY2024 Budget	FY2024 Actuals	Percent of Budget
Salaries	3,337,266	3,060,265	91.70%
Benefits	1,499,199	1,384,431	92.34%
Outside Services	5,632,853	3,816,572	67.76%
Supplies	884,750	773,947	87.48%
Capital Outlay	2,066,500	1,784,079	86.33%
Shared Costs	(364,960)	(383,029)	104.95%
<i>Expenditures Less RTC</i>	13,055,608	10,436,265	79.94%
RTC Reimbursable	6,345,000	702,973	11.08%
Contingency	487,367	-	
<i>Total General Fund Expenditures</i>	19,887,975	11,139,238	56.01%
Net Change In Fund Balance	(3,671,879)	2,229,105	
Beginning Fund Balance	12,739,835	12,739,835	
Ending Fund Balance	9,067,956	14,968,940	

Budget vs Actual – General Fund By Department As of 6/30/24

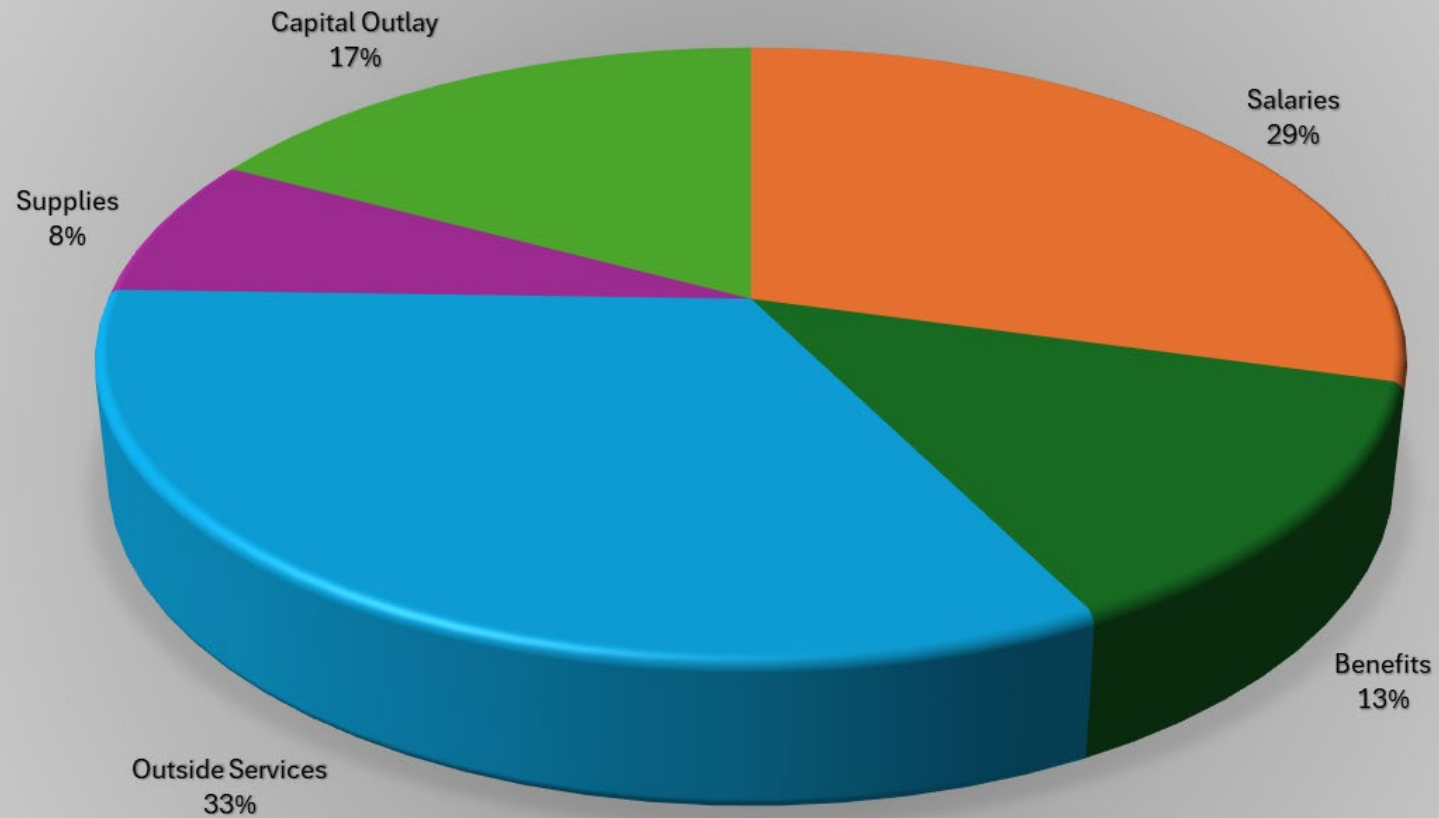
	FY2024 Budget	FY2024 Actuals	Percent of Budget
Mayor & City Council	153,525	152,004	99.01%
Office of the City Manager	866,478	859,919	99.24%
Office of the City Attorney	704,582	569,386	80.81%
Office of the City Treasurer	273,619	260,459	95.19%
Office of the City Clerk	345,712	332,191	96.09%
General Services - Facilities	668,298	610,981	91.42%
Information Technology	279,941	258,782	92.44%
Municipal Court	614,326	517,408	84.22%
Streets and Storm Drains	5,454,694	3,980,763	72.98%
Fleet	187,448	182,511	97.37%
Animal Control	135,474	123,677	91.29%
Vector Control	157,827	104,272	66.07%
Office of the City Engineer	857,084	768,251	96.72%
General Services - Parks	1,368,795	1,046,948	76.49%
Cemetery	82,000	53,184	64.86%
Building and Safety	490,542	453,220	92.39%
Planning & Community Devel	780,223	545,338	69.90%
<i>Shared Costs</i>	<i>(364,960)</i>	<i>(383,029)</i>	<i>104.95%</i>
Expenditures Less RTC	13,055,608	10,436,265	80.40%
RTC Reimbursable	6,345,000	702,973	11.08%
Contingency	487,367	-	0.00%
<i>Total General Fund</i>			
<i>Expenditures</i>	<u>19,887,975</u>	<u>11,139,238</u>	<u>56.32%</u>

Revenue Source as Percent of Total Revenue

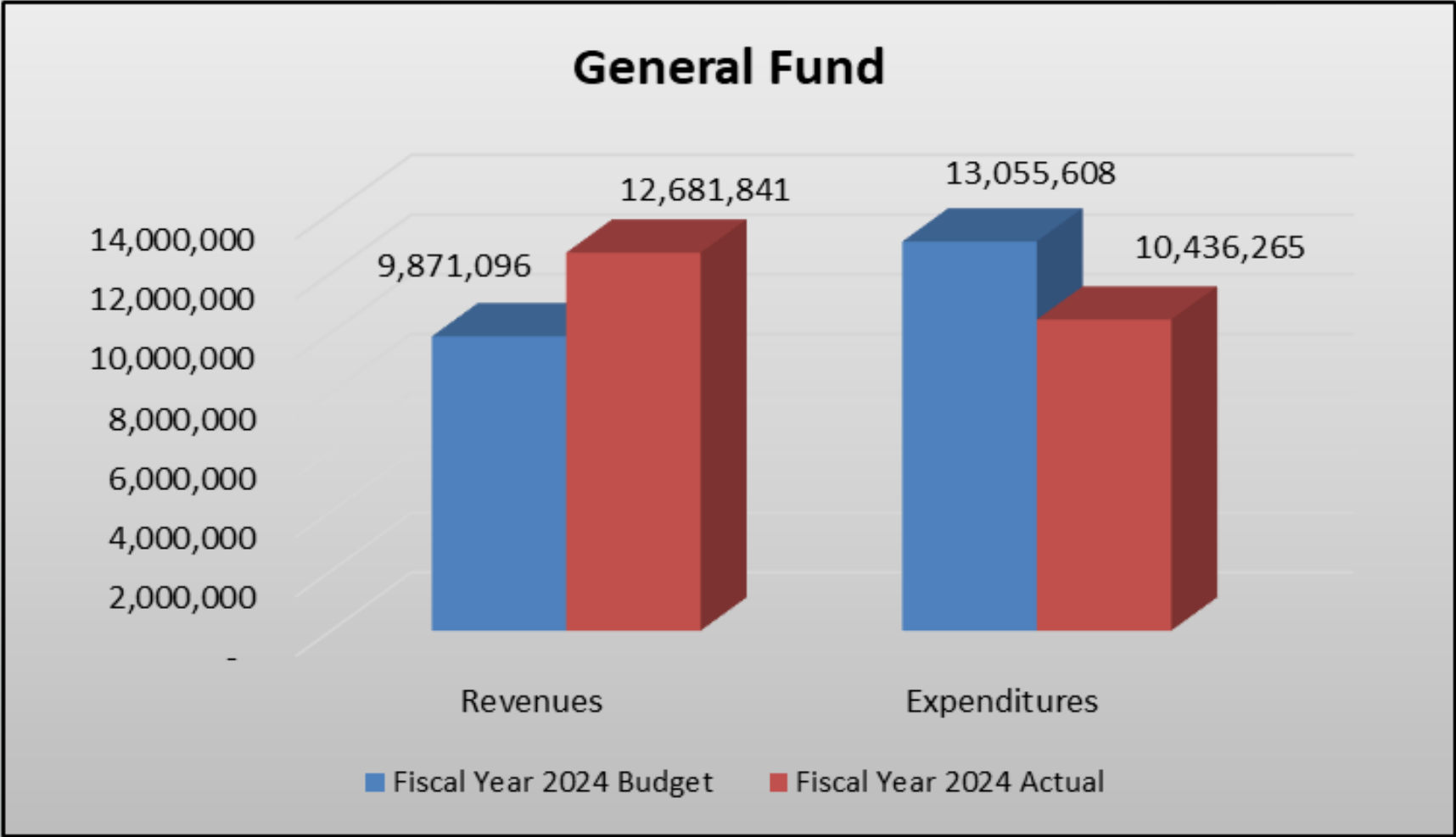
As of 6/30/24



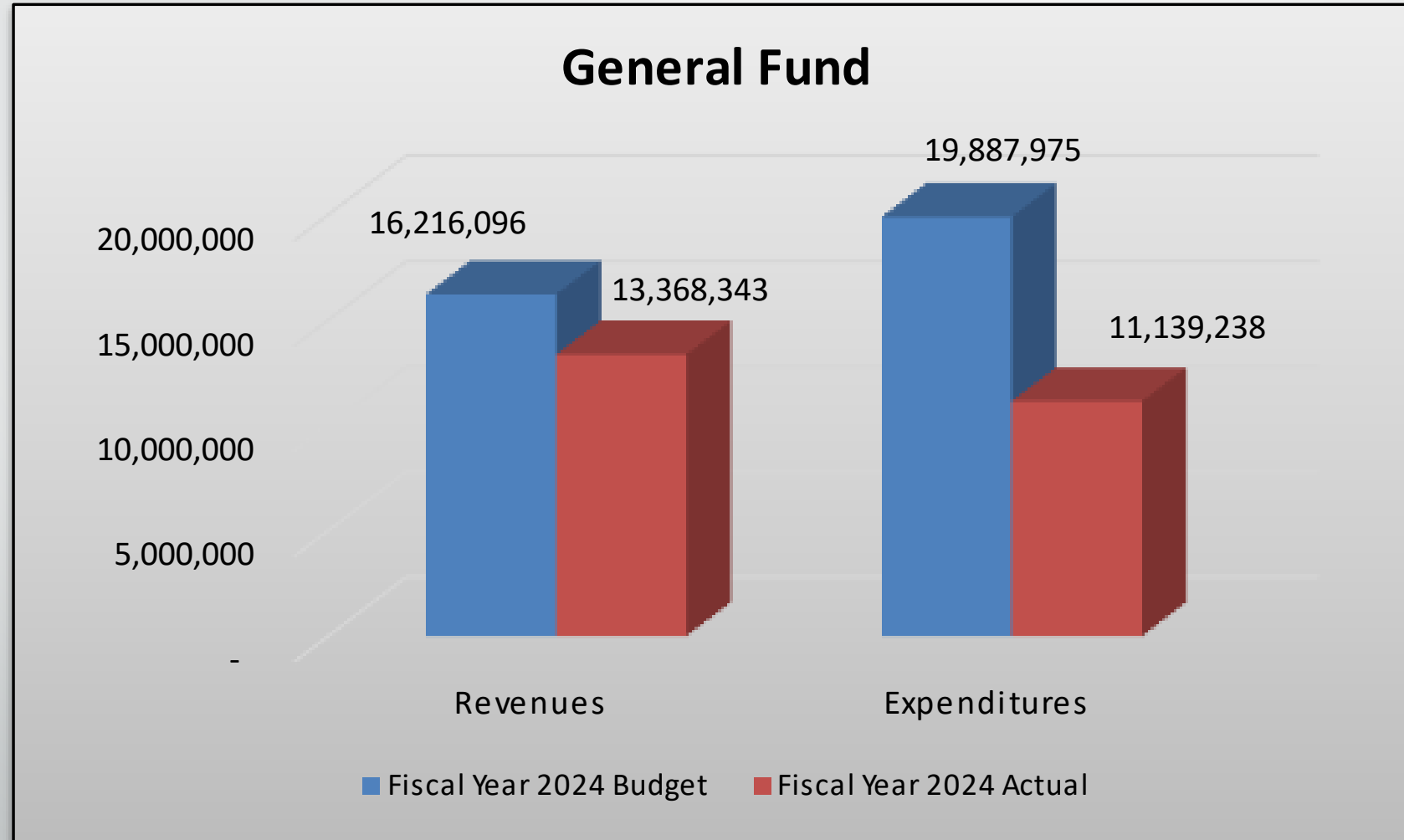
Expenditure Source as Percent of Total Expenditures As of 6/30/24



Budget vs Actual – General Fund Less RTC As of 6/30/24



Budget vs Actual – General Fund With RTC As of 6/30/24



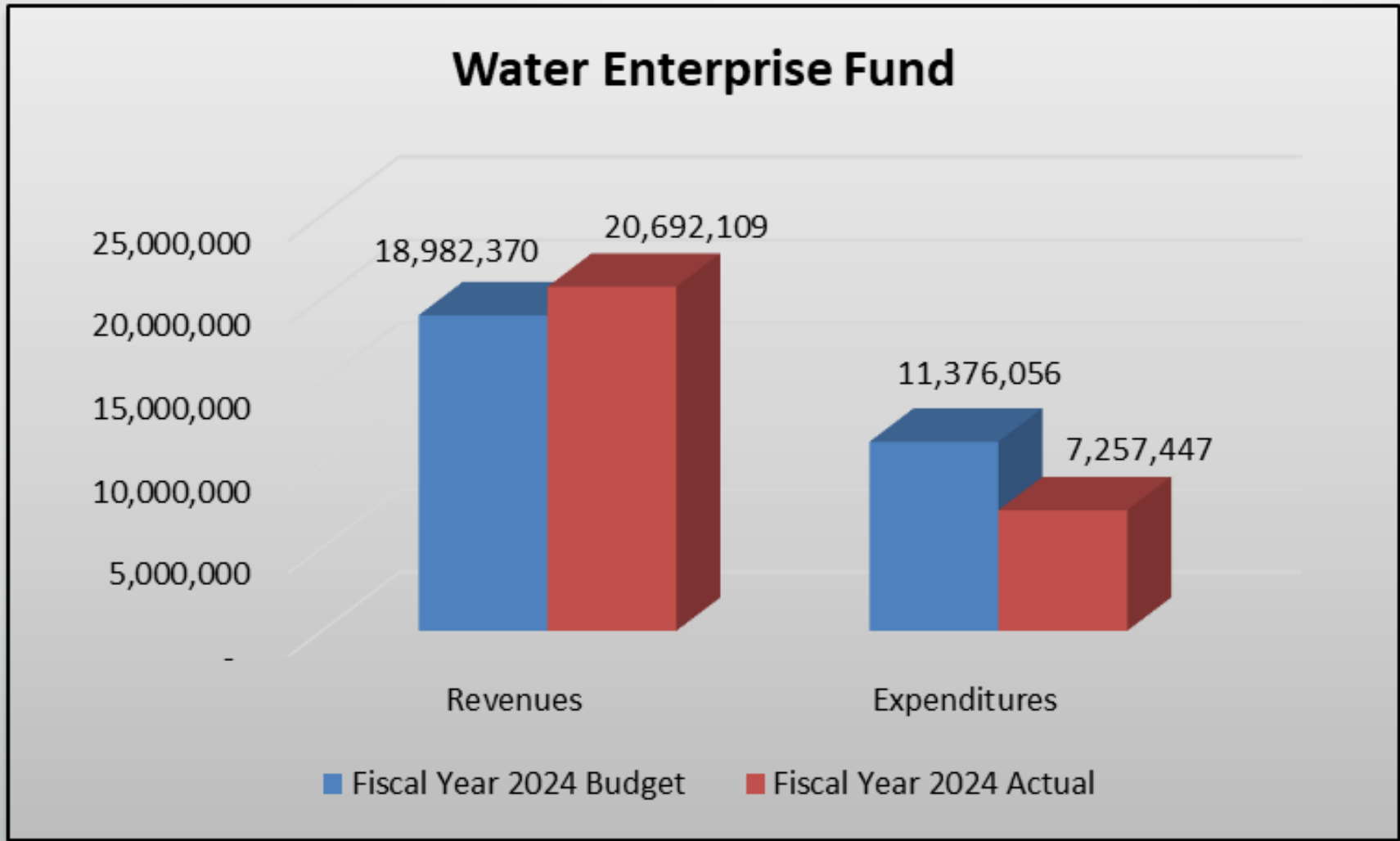
Budget vs Actual

As of
6/30/24

	Fiscal Year 2024 Budget	Fiscal Year 2024 Actual	Fiscal Year 2024 Remaining Budget
WATER ENTERPRISE FUND			
Operating Revenue	11,545,850	11,379,742	(166,108)
Non-Operating Revenue	4,337,140	6,408,135	2,070,995
Capital Contributions	3,099,380	2,904,232	(195,148)
Total Revenues	18,982,370	20,692,109	1,709,739
WD Non-Operating Expense	1,515,166	1,515,166	-
WD Operating Expense	8,016,917	4,040,689	3,976,228
WTP Operating Expenses	1,843,973	1,701,592	142,381
Total Expenses	11,376,056	7,257,447	4,118,609
Increase (Decrease) Net Position	7,606,314	13,434,662	5,828,348

***Capital Asset Depreciation has not been posted to WD Operating Expense**

Budget vs Actual As of 6/30/24



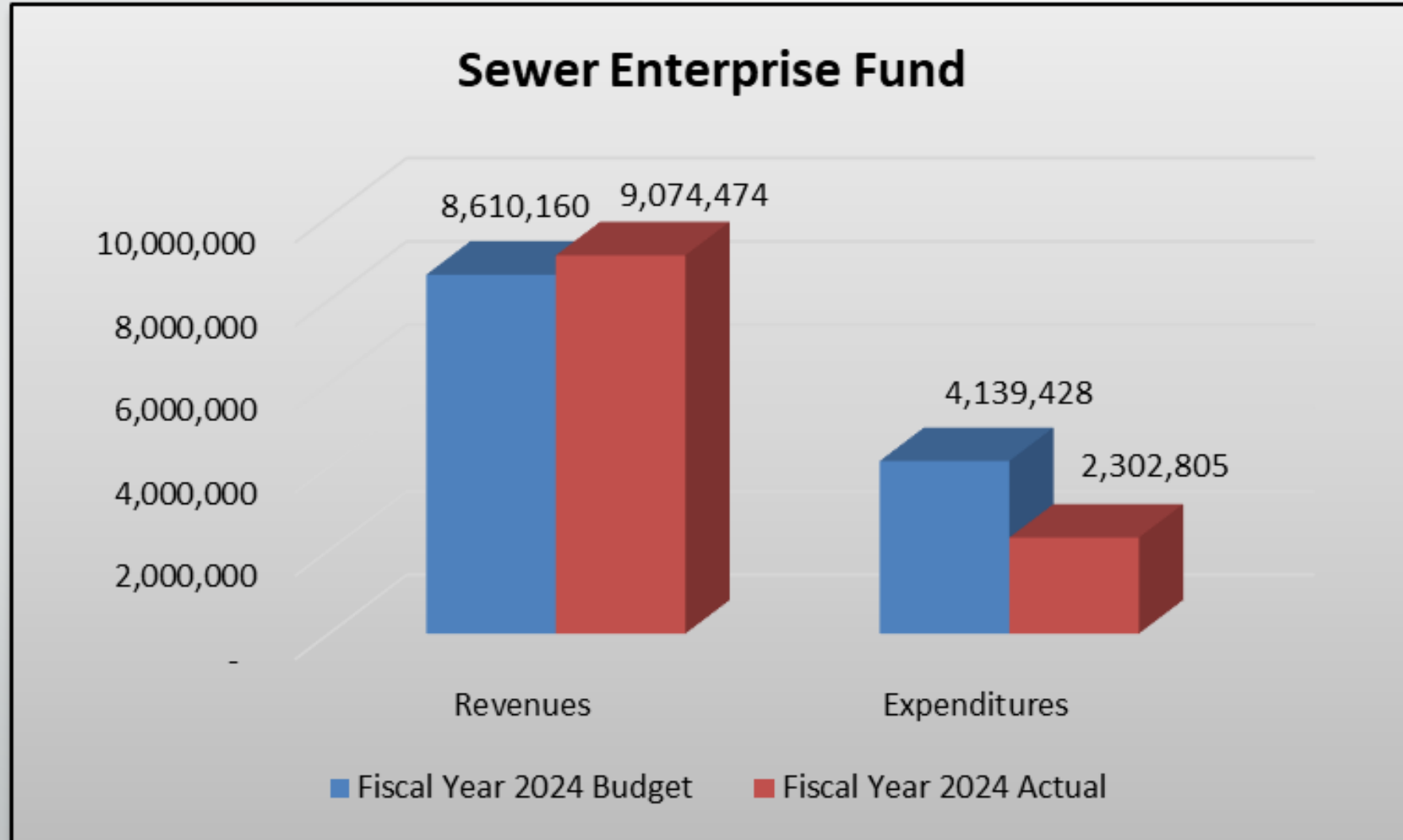
Budget vs Actual

As of 6/30/24

	Fiscal Year 2024 Budget	Fiscal Year 2024 Actual	Fiscal Year 2024 Remaining Budget
SEWER ENTERPRISE FUND			
Operating Revenue	5,080,160	5,358,112	277,952
Non-Operating Revenue	80,000	1,351,059	1,271,059
Other Financing Sources	2,000,000	-	(2,000,000)
Capital Contributions	1,450,000	2,365,303	915,303
Total Revenues	8,610,160	9,074,474	464,314
Non-Operating Expenses	142,627	142,627	-
Operating Expenses	3,966,801	2,159,458	1,807,343
Total Expenses	4,109,428	2,302,085	1,807,343
Increase (Decrease) Net Position	4,500,732	6,772,389	2,271,657

***Capital Asset Depreciation has not been posted to Operating Expense**

Budget vs Actual As of 6/30/24



What's Left for Fiscal Year 2024?

- Year end adjustments still to post:
 - General Fund Revenue – One month of C-Tax to accrue to FY 24
 - General Fund Property Tax Receivable reconciliation
 - Any late Accounts Payable invoices that are for work performed in FY 24
 - OPEB Liability and Expense – Enterprise Funds Only
 - Depreciation – Enterprise Funds Only



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Receive/File

AGENDA ITEM:

(For Possible Action) Staff presentation regarding the specifics of fees for the special event temporary use permit.

AGENDA ITEM BRIEF:

This report was prepared to address a request by Councilwoman Zoberski. The Councilwoman asked for information regarding the fee structure for the special event temporary use permit, similar fee structures in neighboring municipalities, and a summary of services staff provides related to special events. The Councilwoman expressed an interest in ensuring that the current structure balances the interests of City of Fernley, our partnership agencies, and the community leaders that hold events in Fernley as well as possible.

PROCEDURAL NOTE:

Staff report items are not added to the public hearing portion of the meeting because they do not typically attract interested public comment. Though it is expected that this report may attract public comment, staff endeavors to treat all Councilmember-to-staff report requests equally. As presiding Chair, the Mayor reserves the right to open any agenda item to public comment, and often does when it's apparent that many in attendance are interested in a specific item. Should the Mayor not open this item to public comment, staff advises interested parties to comment during the periods typically open at the beginning and end of Council meetings.

RECOMMENDED MOTION:

Any motion aligned with Fernley City Council Rules and Procedures is appropriate. This is an informational presentation regarding policy at Council's request, so staff has no recommendation.

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:Fee Structure

An applicant pays a \$520 fee, which consists of a \$500 deposit and a \$20 technology fee. Items deducted from the deposit as applicable include:

- \$80/hour staff processing time
- \$15 Public Works administrative fee
- \$50 - \$250 fee Public Works event fee
- Possible future \$25 review fee for North Lyon County Fire Protection District

When in excess of \$100, the remaining unused deposit is refunded to the applicant.

Technology Fee

The technology fee is a 4% fee attached to all Planning Department applications. The future service that staff hopes to provide in relation to this fee is a cohesive digital experience for planning applications, engineering permits, building permits, business licensing, and park reservations. In comparison to neighboring communities, Fernley is underdeveloped in this area. Citizens and developers alike have expressed frustration that we are not yet providing a fully digital application process.

Development staff is currently attempting to stand up a cohesive permitting software that will allow applicants to apply through one cloud-based software program. This action was directed by Council in response to an efficiency study and efforts are guided by the Deputy City Manager and Development Coordinator. Once a citizen permitting portal is established, staff intends to request permission from Council to direct this revenue toward ongoing digitization efforts, the need for a more robust GIS program, and other similar technology-related services.

Staff Processing Fee

The service provided for this fee is processing the permit itself, collaboration with our partnering agencies to help provide them with the relevant information, etc. This is not a direct 1-for-1 staff time to City expense for staff time ratio. As an example, the Senior City Planner has processed roughly 25% of this year's special event temporary use permit applications. Assuming only a 40-hour workweek, a biweekly expense of \$1,793.18 for benefits, and a biweekly gross pay of \$3,068.00, the City's expense for this processing time was \$60.76 per hour. The applicant is not charged for pre-application staff time spent answering questions, assisting with documents, and similar.

The \$80/hour staff fee originated as the hourly staff rate for engineering, legal, and planning staff to process planned development and development agreement applications. It was extended to all Planning Department applications with our last fee schedule update and took effect July 1, 2024. Resolution 19-013, which initially established the hourly rate for miscellaneous staff time related to Planning and Engineering applications is

attached for reference. Resolution 24-009 which extended that hourly rate to all Planning Department applications is also attached for reference.

Public Works Fees

Resolution 12-007 that established special event fees associated with Public Works is attached for reference.

North Lyon County Fire Protection District

The North Lyon County Fire Protection District requires a Mass Gathering permit for special events, which carries a \$25 administrative fee. Staff coordinated with NLCFPD to incorporate their mass gathering permit with our special event temporary use permit. Because the special event fee was designed to be waivable in most cases, the former Fire Chief did not see the utility in working out an inter-district fund transfer to continue to allot that \$25 fee to NLCFPD when an applicant is required to pay. City staff has not yet coordinated with the interim NLCFPD Chief or Fire Board on this subject; the \$25 fee may be reinstated if NLCFPD wishes to do so.

FEE WAIVERABILITY:

Fernley Municipal Code officially only waives fees for planning applications submitted by City Council, Planning Commission, Lyon County School District, or City agencies or staff. Despite that limitation, it has long been the practice of prior Planning Directors to waive these fees for any governmental organizations and any non-profit entities. Our current Planning Director formalized that practice by addressing it in our most recently adopted fee schedule, attached to this report as Resolution 24-009. The Planning Director has also added the waiver language to suggested updates for Chapter 32.01 of Fernley Municipal Code, which can be reviewed on our [City of Fernley Development Code](#) page.

I mentioned the above to address concerns that Planning Department is hoping to capitalize on fees from small business owners holding small events in Fernley. On the contrary, we prioritized getting official permission from Council for the fee waiver. When creating this new policy, we considered an attempt to rewrite the code to address special events specifically and present to Council, but decided against it because we could not think of any current events held in City of Fernley that were not already affiliated with a governmental organization and/or heavily involved with one or more non-profit agencies. Rushed code rewrites can often have unintended consequences, and unintended consequences of a staff-led policy are much more easily rectified than if adopted into Municipal Code.

The intent of the fee was to keep a fee on the books in case of the addition of a massive for-profit event to our community, while also retaining the ability to waive it in the case of the existing events that our community leaders hold. Our intent was not to stymie existing events, but to protect our citizens from subsidizing possible future for-profit events. Given the success of the large annual celebrations held by the Fernley Fourth of July Committee (Fourth of July), the Fernley Community Foundation (Fernstock), and ACES (Music, Murals, and Margaritas), we are starting to draw interest from larger for-profit organizations and want to retain the ability to charge for services rendered by City of Fernley in these cases. The policy has achieved that intent; however, we also agree that most City policies can benefit from a critical eye and further refinement, and encourage Council to provide any direction desired.

Of 8 total applications for special events this year, the fee was waived for 7 of them. In the case of the 8th, the organizer was eager to pay the fee due to the amount of expected revenue from holding the event. Due to a serious situation that required a response from Lyon County Sheriff's Office at a previous event held by the organization, City of Fernley requested the organizer provide licensed security and/or make arrangements with LCSO to provide on-site security. Because the organizer was unable to do either, we did not process the event application, nor did we charge them the application fee.

Procedurally, Planning Department understands the term "certified non-profit agency" to apply to the following

types of organizations:

- A 501(c)(3) – Meaning a charitable, religious, or educational organization
- A 501(c)(4) – Meaning a social welfare organization
- A 501(c)(5) – Meaning a labor, agricultural, or horticultural organization
- A 501(c)(6) – Meaning a business league

Because the IRS does not require incorporation of religious institutions as a 501(c)(3) in order to obtain tax exemption, Planning Department similarly intends to waive the fee for religious institutions without 501(c)(3) incorporation. That situation has not yet arisen. Similarly, we intend to waive the fee for any other type of non-profit status that we can verify. That situation has also not yet arisen.

Planning Department understands the term "governmental agency" to apply to any local, state, or federal agency. Some examples include: United States Bureau of Reclamation, Nevada Department of Transportation, Nevada Highway Patrol, Truckee-Carson Irrigation District, Lyon County, Lyon County School District, North Lyon County Fire Protection District, Fernley Pool District, and City of Fernley. In the case of the special event temporary use permit, Planning staff would waive the fee for events planned by City of Fernley, but also if the City Manager's Office, the Mayor, or a Council Member requested to sponsor a specific community event. The situation that an applicant was not already affiliated with another non-profit organization or governmental organization and needed sponsorship from City of Fernley has not yet arisen.

As an additional relief for event holders, Planning Department issues one special event temporary use permit for up to 30 events at a time held within a calendar year. The event holder must be able to provide the planned dates and a general site plan at the time of permit issue. One permit applicant has opted to do so, and we issued a temporary use permit for a series of 18 individual events.

TEMPORARY USE PERMITS:

A temporary use is a use that should not happen in a specific zone as a matter of routine business, but that the public does not mind on a temporary basis. Currently, our development code requires that temporary uses (including special events, short-term seasonal uses like Christmas Tree lots, construction trailers, shipping containers, and more) receive a temporary use permit. In the case of special events, that provision of the code has not historically been consistently enforced due to community opposition. There has been various versions of a law requiring a temporary use permit for special events since before Fernley incorporated and throughout Fernley's 23-year history as a City.

The only two places that are currently licensed to hold special events as a matter of routine business are the event center located at The Meadows at Inglewood and the two parcels inhabited by the new Senior Center, the Fernley Depot, and the future Community Response and Resource Center. For all other locations in Fernley, special events require a temporary use permit.

Members of the planning department are ethically bound as public officials and members of the American Planning Association (and in one case as a certified professional planner) to uphold Fernley Municipal Code as written. We are also ethically bound to lobby for changes in our Municipal Code, Comprehensive Plan, and similar documents that fit the ethos of the community. That is an immense undertaking, and a slow process given the limitations City of Fernley has due to a lack of financial resources at our disposal. Still, it is a task that we attend to gladly. The current Planning Director is diligently working to suggest changes to Planning Commission and Council that better reflect our community values, and hopes to do the same for our Comprehensive Plan directly after.

- Desired fee changes as directed by Council can be pursued immediately and would be brought forth by staff as soon as possible.
- Should Council no longer wish to regulate temporary uses, staff suggests providing direction to include that in the current efforts to update our development code. In that case, staff also suggests Council discuss possible ramifications of not regulating temporary uses so with the City Attorney.
- If immediate action is desired, staff suggests contracting out a rewrite of our temporary use permit process.
- In the meantime, for those who wish to hold special events without obtaining a special use permit, staff advises obtaining a conditional use permit for your intended location, or holding special events at one of the two locations that are currently granted special events as a conditional use.

As an aside, removing the requirement for a temporary use permit would not relieve event planners from the requirements for coordination with the Sheriff, Fire District, Business Licensing, Public Works, NDOT, and other agencies as applicable. Removing the requirement for a temporary use permit would only serve to remove Planning Department's obligation to police temporary uses; coordination of other requirements would default to the relevant departments and agencies. It would also remove the ability for those departments to waive the fees for non-profits and governmental organizations, with a few exceptions noted on the Public Works fee schedule. If such a fee waiver is desired by Council for individual departments, that would also need to be addressed.

As another aside, Planning staff had hoped to work with the Clerk's Office to suggest changes that incorporate business licensing and fees associated with special events within the special event temporary use permit process, but have put those efforts on hold pending direction by Council on the matter of fees. Similarly, we were instructed by Council to make an exception to requiring application submittal 30-days prior to the special event for spontaneous youth sport celebrations, but have also paused those efforts pending direction on the fee issue by Council.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Fernley Municipal Code \(FMC\), Title 32](#) - Development Code

Specific

[FMC §32.01.080](#) - Fees

[FMC §32.03.050\(c\)](#) - Temporary use permits

[FMC §32.06.150](#) - Unlisted uses and use table

[FMC §32.07.410](#) - Temporary uses

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Resolution 12-017 Special Events Fee Schedule
2. Resolution 19-013 Fees for Building Permits and Developmental Services
3. Resolution 24-009 Planning Department Fee Schedule

CITY OF FERNLEY
RESOLUTION 12-017

A Resolution establishing the City Of Fernley
Special Events Fee Schedule

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and with power and duties as further defined NRS 268; and

WHEREAS, the City Council wishes to be able to provide non-routine improvements and maintenance of the City Parks and Facilities through a Special Event Revenue Fund;

NOW THEREFORE, BE IT RESOLVED, that the Special Events Fee Schedule listed in Exhibit A, be made effective January 1, 2013.

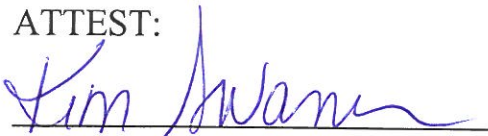
PASSED, APPROVED AND ADOPTED this 5th day of December, 2012, by the following vote of the council:

AYES: 5 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0

FERNLEY CITY COUNCIL

By: 
LeRoy Goodman, Mayor

ATTEST:


Kim Swanson, City Clerk

APPENDIX A: SPECIAL EVENTS FEE SCHEDULE			
	Current Charges	# of Days	Total Fee
OUT OF TOWN PARK			
Arena area and parking	\$250.00/day		
Arena area and parking (bona fide non-profit, copy of 501(c)(3) required)	\$150.00/day		
Stalls (City may assign stall rentals to organization to manage and collect fees at the time of event registration.)	\$5.00/day per stall		
Water Connection to Hydrant and Usage – (only allowed for special event held at arena)	\$50.00/day		
Grassy area w/ Gazebo (Includes anything outside of normal use such as Official Events, BBQ's, Kick Off Parties, End of Season Parties or Vendor Setups.)	\$50.00/day		
Dry Camping - 6 acre and east lots only. (City may assign dry camping rentals to organization to manage and collect fees at the time of event registration.)	\$10.00/night or \$20.00/event per camper or trailer		
Ball fields & Concession Stands (Includes anything outside of normal league season games such as state playoffs and tournaments)	\$100.00/day for tournaments		
Circus or Carnival (West Parking Lot Area)	\$100.00/day		
Parade (NDOT permit may be required)	\$50.00/event		
IN TOWN PARK, AUTUMN WINDS, GREEN VALLEY			
Grassy area w/ Gazebo (Includes anything outside of normal use such as Official Events, BBQ's, Kick Off Parties, End of Season Parties or Vendor Setups, etc.)	\$50.00/day		
Softball field & Concession Stand (Includes anything outside of normal league season games such as state playoffs and tournaments, etc.)	\$50.00/day		

CITY OF FERNLEY
RESOLUTION # 19-013

A RESOLUTION OF THE CITY OF FERNLEY TO FIX, IMPOSE, AND COLLECT SERVICE CHARGES FOR VARIOUS SERVICES PRIMARILY BENEFITING INDIVIDUALS OR GROUPS RATHER THAN THE PUBLIC AT LARGE, SPECIFICALLY FEES FOR BUILDING PERMITS AND DEVELOPMENT SERVICES.

WHEREAS, the City Council is authorized by various provisions of Nevada Revised Statutes to fix, impose, and collect service charges for various services primarily benefiting individuals or groups rather than the public at large; and,

WHEREAS, the City Council desires to preserve the building permit and development services functions as self-supporting functions, improving the city's ability to respond to the growing development and building needs of our community; and,

WHEREAS, the City Council finds it appropriate to charge the public a fee or service charge for providing a service benefiting an individual; and

WHEREAS, the fee or service charge should, in appropriate cases, reflect the cost of the service being provided; and

WHEREAS, the adjustments to fees and service charges shall be submitted in resolution form for consideration; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley, Nevada:

Section 1. That the Fee Schedules attached hereto as "Exhibit A" and "Exhibit B" are hereby adopted as the Building Permit and Development Services Fee Schedule of the City of Fernley, Nevada.

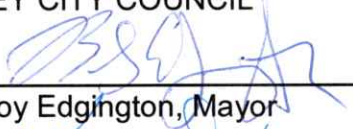
Section 2. That all fees are effective August 7, 2019.

Section 3. That any resolution which conflicts with this resolution is hereby repealed. The officers of the City are hereby authorized and directed to take all action necessary to effectuate the provisions of this resolution. The City Clerk is authorized to make editorial changes hereto consistent with the intentions of this resolution. The provisions of this resolution shall be liberally construed to effectively carry out its purposes. In the event that any provision in this resolution is deemed void, invalid or unenforceable by a court of competent jurisdiction, then such offending provision shall be served from this resolution and all the remaining provisions (including the repeal provision) shall remain in full force and effect.

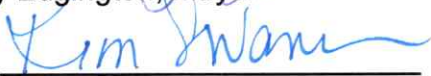
**RESOLUTION PASSED, APPROVED, AND ADOPTED this 7th day of August, 2017,
by the following vote of the Fernley City Council:**

AYES: 5 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0

FERNLEY CITY COUNCIL

By: 
Roy Edgington, Mayor

Date: 7 Aug 19

Attest By: 
Kim Swanson, City Clerk

Date: 8/7/2019

CITY OF FERNLEY
EXHIBIT "A"
BUILDING DEPARTMENT PERMIT & INSPECTION FEES

Temporary Certificate of Occupancy	\$200
Residential Foundation Only Permit Application	\$250
Commercial Foundation Only Permit Application	\$2,500
Electrical Permit, Inspection & Tag, Residential Service < than 400 A, or Utility Service Restoration.	\$80
Gas Inspection & Tag, Utility Service Restoration.	\$80
Manufactured/Modular Home Permit	\$500
Demolitions Permit; by Valuation, minimum fee \$100.	\$100 Min.
Mobile Home Conversion to Real Property Permit	\$200
Water Heater, Wood Stove, or Gas Fireplace Insert Only	\$80
Hazardous Materials Permit, Storage or Waste Disposal Permit	\$1,000
Hazardous Waste Disposal, Processing Service Charge	Actual Cost
Hourly Inspection Rate, Normal Business Hours	\$69
Re-Inspection Fee, Third or more Inspection of same Building Element(s), each.	\$207
Hourly Inspection Rate, Outside of Normal Business Hours (2-hour minimum)	\$103
Work Without Permit and Stop Work Orders	\$300
Permit Processing Fee; applies to new construction, additions, repairs & TI's.	\$25
Residential, Commercial, Industrial and Miscellaneous Permits for construction works not specifically identified above shall use the current ICC Building Valuation Data (BVD) Tables for new construction valuation and/or the written contract value (Highest Value applies) applied to the current Building Permit Fee Schedule (BPFS) published by the City of Fernley Building Department.	Refer to ICC BVD and BPFS

Plan Review Fees shall be in addition to the above Permit Fees and shall be an additional 65% of the Building Permit Fee determined.

NOTES:

1. Payment of Plan Review Fees will be required at the time of Permit Application.
2. Plan Reviews requiring a Third Review (2nd Revision Submittal) will be charged at \$98 per hour or quarter-hour fraction thereof.
3. Whenever a project cannot be valued by the table above, the Building Official shall set the project valuation.
4. Use of outside professional consultants for service: Actual Cost of Services plus 15% administrative processing.

BUILDING PERMIT FEE SCHEDULE COMPARISON

In accordance with the provisions of NRS 354.59891(2), the City of Fernley will adjust Building Permit Fees annually, on or about August 1 of each subsequent year, by a percentage equal to the percentage change (+/-) in the Western Urban Non-Seasonally Adjusted Consumer Price Index published by the U.S. Department of Labor.

Western Urban Consumer Price Index, January-December (Prior Calendar Year) = 2.50%

FEE	1997 UBC BASE PERMIT FEE (CURRENT VALUE)	1997 UBC ADD'TL FEE PER INCREMENT (CURRENT VALUE)	BASE PERMIT FEE W/CPI ADJ.	ADD'TL FEE PER INCREMENT W/CPI ADJ.
\$1.00 to \$500.00	\$50.00	\$0.00	\$80.00	\$0.00
\$500.01 to \$2,000.00	\$50.00	\$3.05	\$80.00	\$3.13
\$2000.01 to \$25,000.00	\$69.25	\$14.00	\$80.00	\$14.35
\$25,000.01 to \$50,000.00	\$391.75	\$10.10	\$401.54	\$10.35
\$50,000.01 to \$100,000.00	\$643.75	\$7.00	\$659.84	\$7.18
\$100,000.01 to \$500,000.00	\$993.75	\$5.60	\$1,018.59	\$5.74
\$500,000.01 to \$1,000,000.00	\$3,233.75	\$4.75	\$3,314.59	\$4.87
\$1,000,000.01 and up	\$5,608.75	\$3.15	\$5,748.97	\$3.23

Building permit fee schedule. Pursuant to NRS 278.580 and the International Building Code (IBC) Section 109.2, building permit fees shall be based on the most recent Building Valuation Data (BVD) as published periodically by the International Code Council, "Square Foot Construction Costs" or when such application is inappropriate, the complete and verifiable executed Contract Value of the proposed works applied to this schedule.

Building Permit Fee Schedule (BPFS)

Total Project Valuation Fee*

\$0.01 to \$500.00	\$80.00
\$500.01 to \$2,000.00	\$80.00 for the first \$500.00 plus \$3.13 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001 to \$25,000.00	\$80.00 for the first \$2,000.00 plus 14.35 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$401.54 for the first \$25,000.00 plus \$10.35 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001 to \$100,000.00	\$659.84 for the first \$50,000.00 plus \$7.18 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001 to \$500,000.00	\$1,018.59 for the first \$100,000.00 plus \$5.74 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001 to \$1,000,000.00	\$3,314.59 for the first \$500,000.00 plus \$4.87 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001 and up	\$5,748.97 for the first \$1,000,000.00 plus \$3.23 for each additional \$1,000.00 or fraction thereof

*** Plan Check fees shall be in addition to the above and shall be an additional 65% of the Building Permit Fee As determined in the table above.**

The fee for the renewal of an expired Building Permit shall be \$150.00 plus 10% of the original Permit Fee or \$25.00, whichever is greater. The renewal of an expired Building Permit will exclude the Parks Tax, School Tax, Road Tax, and the Plan Check fee; provided that no changes have been made to the original project design and the date of renewal is within the same code cycle in which the work was originally approved.

"EXHIBIT B"

DEVELOPMENT SERVICES FEE SCHEDULE (EFFECTIVE AUGUST 7, 2019)

Planning, Land Division/Mapping, Engineering & Miscellaneous Fees

Fee Description	Fee
<u>Planning Fees</u>	
Annexation	\$4,000
Appeal	\$750
Area Plan	\$5,000 deposit credited toward actual staff time/consultant time
Building Permit Plan Check - Planning	40% of Permit Fee
Residential Repeats	\$100
Continuance	50% of filing fee
Design Review	\$2,350
Development Agreement	\$3,500
Master Plan Amendment (map or text)	\$3,500
Minor Design Review	\$350
Minor Variance/Minor Deviation	\$150
Planned Development	\$5,000 deposit credited toward actual staff time/consultant time
Pre-Conference Feasibility	\$1070
Sign Master Plan	\$225
Sign Review - Building Permit	\$75
Special Use Permit	\$3,600
Temporary Sign Permit	\$35
Temporary Use Permit	\$100
Variance	\$1,750
Zoning Map Amendment	\$600
Zoning Verification Letter	\$150
<u>Land Division/Mapping Fees</u>	
Abandonment	\$1,500
Amended Map	Actual Cost
Boundary Line Adjustment	\$700
Certificate of Amendment	\$250
Division of Land into Large Parcels, Final	\$600
Division of Land into Large Parcels, Tentative	\$800
Extension of Time	\$775

Parcel Map, Final	\$1,000
Parcel Map, Tentative	\$2,050+\$200/Lot
Reversion to Acreage	\$1,400
Roadway Dedication	\$1,500
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650
<u>Engineering Fees</u>	
Floodplain Development Permit	Actual Cost with \$2500 Deposit
Final Improvement Plans Review	\$3,000 + \$100/Lot
Industrial Discharge permit	\$800
Annual renewal	\$400
Lab Testing for permit	Actual Cost
Grading and Improvement Fees	
Grading Permit Engineering Review Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$400
3. 101 to 1,000 cubic yards	\$1100
4. 1,001 to 10,000 cubic yards	\$1700
5. 10,001 to 100,000 cubic yards	\$2500
6. 100,001 to 200,000 cubic yards	\$4200
7. 200,001 or more cubic yards	\$5600
Grading Permit Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$46.25
3. 101 to 1,000 cubic yards	\$46.25 for first 100 cubic yards plus \$17.50 for each additional 100 cubic yards or fraction thereof.
4. 1,001 to 10,000 cubic yards	\$243.13 for first 1,000 cubic yards plus \$14.50 for each additional 1,000 cubic yards or fraction thereof.
5. 10,001 to 100,000 cubic yards	\$406.25 for first 10,000 cubic yards plus \$66.00 for each additional 10,000 cubic yards or fraction thereof.

6. 100,001 to 200,000 cubic yards	\$1,148.75 for first 100,000 cubic yards plus \$36.50 for each additional 10,000 cubic yards or fraction thereof.
7. 200,001 or more cubic yards	\$1,513.75 for first 200,000 cubic yards plus \$36.50 for each additional 10,000 cubic yards or fraction thereof.
Multi-Family, Commercial, and Industrial Civil Improvement Fees:	
1. Permit Application Fee/Plan Filing Fee	\$100
2. Plan Review Fees	\$3,500
3. Inspection Fees (Improvement Cost from Engineer's Estimate)	
\$0 – \$50,000	3.00%
\$50,001 – \$100,000	2.75%
\$100,001 – \$200,000	2.50%
\$200,001 – \$300,000	2.25%
Over \$300,000	2.00%
4. Costs incurred over the base inspection fee	Actual Cost
Encroachment Permit Fees:	
1. Permit Fee	\$300
2. Inspection Fee:	
Cut/Excavation	
1 – 100 square feet (minimum charge)	\$125
Over 100 square feet	\$125 + \$0.50/square-foot over 100 square feet
3. Nonprofit Utilities	Required to obtain a permit, exempt from required permit and inspection fees, and required to have all work tested and inspected at their cost.
4. For Profit Utilities	Required to obtain a permit but are exempt from the bonding requirements of the City's encroachment permit.
5. Blanket permits for PUC regulated utilities (for one year)	\$3,200 (Due and payable by June 30 th of each year)
6. Encroachment Permit Extension Fee (before expiration date)	\$20

7. Encroachment Permit Extension Fee (after expiration date)	\$125
Encroachment Permit Refundable Bond	\$500 + \$10/square-foot over 100 square feet
Tenant Improvement Plan Review	\$300
Single Family Residential Plan Review (water/sewer connections and drainage)	\$50
ERC Calculation Sheet Review and Processing Fee	\$300
Bac-T Test Each (City will sample and submit to lab but the cost of testing will be borne by the applicant/contractor)	\$200
Working Without a Permit	Anyone performing work without a permit shall be charged triple the amount of the original permit and inspection fees for the first offense. For the second offense, the penalty shall be quadrupled. Further violations may result in civil prosecution as damage to public property.
Vehicle Towing	Actual Cost
Other Inspection Fees	Actual Cost
Preliminary Water Modeling	\$560
Preliminary Sewer Modeling	\$560
Full Water Modeling With NAC Report and BSDW Submittal	\$3700
Full Sewer Modeling with Report and BWPC Submittal	\$840
Water System Special Project Modeling	Actual Cost with \$2500 Deposit
<u>Miscellaneous Fees</u>	
Miscellaneous Engineering/Planning Time	\$80/hr.
Miscellaneous Consulting Engineering Time	\$140/hr.
GIS Printing Fees	Actual Cost of Production/Printing
Reimbursement Agreement	\$2,500
Noticing Fee	\$300
Surveyor Fee	Actual Cost

RESOLUTION # 24-009

A RESOLUTION OF THE FERNLEY CITY COUNCIL AMENDING THE PLANNING DEPARTMENT FEE SCHEDULE TO CONVERT THE CURRENT FLAT FEES TO DEPOSIT-BASED FEES, INCREASE SEVEN OF THE FEES TO BETTER MATCH OTHER AREA JURISDICTIONS, INCREASE NOTIFICATION FEES, AND ADD A TECHNOLOGY FEE.

WHEREAS, the City of Fernley is a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS 266; and

WHEREAS, Fernley Municipal Code Section 32.01.090, as established by City of Fernley Ordinance #2020-005, requires that City Council establish a schedule of fees for processing of all development and land division applications under the Development Code (Title 32) by resolution; and

WHEREAS, the City of Fernley Planning Department has been aiming to reach full cost-recovery since 2012; and

WHEREAS, the City of Fernley believes that development should pay for itself;

WHEREAS, cost-recovery through the use of deposit-based fees for development applications allows the City to increase Planning Department services at the cost of the developers; and

WHEREAS, other proposed changes to the Planning Department fee schedule are necessary to increase efficiency and offset costs; and now therefore,

BE IT RESOLVED BY FERNLEY CITY COUNCIL that the fee schedule adopted by Resolution #23-016 is repealed and the Planning Department Fee Schedule shown in Exhibit A of this document is hereby adopted and shall take effect July 1, 2024.

RESOLUTION PASSED, APPROVED, AND ADOPTED the 17th day of April, 2024 by the Fernley City Council, City of Fernley, State of Nevada.

Aye: 5 Nay: 0 Abstention: 0 Absent: 0

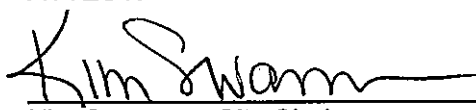
ACKNOWLEDGED AND APPROVED:

DATED:


Neal E. McIntyre, Mayor

4/17/2024

ATTEST:


Kim Swanson, City Clerk

4/17/2024

**CITY OF FERNLEY
PLANNING DEPARTMENT FEE SCHEDULE**

Application	Base Application Fee	Surveyor Fee	Noticing Fee	Technology Fee**	Total Deposit
Entitlements					
Administrative Review	\$2,350	\$0	\$0	\$94	\$2,444
Annexation*	\$4,000	\$1,600	\$500	\$160	\$6,260
Conditional Use Permit	\$3,600	\$0	\$500	\$144	\$4,244
Development Agreement*	\$3,500	\$0	\$500	\$140	\$4,140
Major Deviation	\$1,750	\$0	\$500	\$70	\$2,320
Master Plan Amendment (Map)*	\$3,500	\$0	\$500	\$140	\$4,140
Master Plan Amendment (Text)*	\$5,000	\$0	\$500	\$200	\$5,700
Minor Deviation	\$500	\$0	\$0	\$20	\$520
Planned Development*	\$5,000	\$0	\$500	\$200	\$5,700
Temporary Use Permit (Special Event)	\$500	\$0	\$0	\$20	\$520
Temporary Use Permit (Use)	\$250	\$0	\$0	\$10	\$260
Variance	\$1,750	\$0	\$500	\$70	\$2,320
Waiver	\$500	\$0	\$0	\$20	\$520
Zoning Map Amendment*	\$3,500	\$0	\$500	\$140	\$4,140
Land Division/Mapping					
Abandonment/Vacation	\$1,500	\$1,450	\$0	\$60	\$3,010
Amended Map	\$250	\$1,450	\$0	\$10	\$1,710
Boundary Line Adjustment	\$700	\$2,100	\$0	\$28	\$2,828
Certificate of Amendment	\$250	\$850	\$0	\$10	\$1,110
Division of Land into Large Parcels (Final)	\$600	\$2,100	\$0	\$24	\$2,724
Division of Land into Large Parcels (Tentative)	\$1,000	\$0	\$0	\$40	\$1,040
Parcel Map (Final)	\$1,000	\$2,100	\$0	\$40	\$3,140
Parcel Map (Tentative)	\$2,050 + \$200/lot	\$0	\$0	\$82	\$2,132 + \$200/lot
Reversion to Acreage	\$1,400	\$1,300	\$0	\$56	\$2,756
Roadway Dedication	\$1,500	\$1,450	\$0	\$60	\$3,010
Subdivision Map (Final)	\$1,650	\$2,600 + \$20/lot	\$0	\$66	\$4,316 + \$20/lot
Subdivision Map (Tentative)	\$8000 + \$60/lot >100 lots	\$0	\$0	\$320	\$8320 + \$60/lot >100 lots
Miscellaneous					
Appeal	\$750	\$0	\$500	\$30	\$1,280
Continuance	\$400	\$0	\$500	\$16	\$916
Extension of Time	\$775	\$0	\$500	\$31	\$1,306
Sign Permit Review	\$100	\$0	\$0	\$4	\$104
Temporary Sign Permit	\$100	\$0	\$0	\$4	\$104
Zoning Verification Letter	\$150	\$0	\$0	\$6	\$156
Building Related					Flat Fees
Planning Plan Review	40% of Permit Fee	\$0	\$0	4%	40% of Permit Fee + 4%
Residential Repeats	\$100	\$0	\$0	\$4	\$104

Notes:

* Outside Legal Fees to be Paid at Actual Cost

** Technology Fee = 4% of Application Fee

See Next Page for More Information



Planning Department

Permits
Planning
Development Review
Sustainability

City of Fernley Planning Application Fee Information

The fees for Planning applications are meant to cover the cost of the time staff spends reviewing them. Planning fees are deposit-based and charged at a rate of \$80 per hour.

Deposits

Deposits are submitted at the time of application in accordance with the current Planning Department Fee Schedule. Depending on the extent of work required, supplemental deposits may be required to complete the processing of an application. Staff will track the time spent and notify the applicant when 80% of the submitted deposit has been expended. At that time, the applicant will be required to replenish the deposit account. Failure to do so will result in all staff work on the project ceasing until the required deposit is submitted. Any unspent portion of a deposit will be refunded following the completion of the application review process.

Multiple Applications

If the project includes multiple applications, the applicant shall pay 100% of all required deposits.

Waiver of Fees

The Planning Director may waive all, or a portion of, planning fees for projects submitted by certified non-profit organizations and other governmental agencies. No other waivers will be granted.

Consultant Fees

The applicant shall pay the actual cost of any services provided by the City's outside legal counsel. These costs will be deducted from the deposit in addition to City staff time.

Technology Fee

The technology fee reimburses the City for technology costs related to permit processing, tracking, and filing. The technology fee is 4% of the base application fee and is not refundable.

Refunds

After the completion of a project, a refund of any remaining deposit will be issued within 90 days minus a \$100 administrative processing fee.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 4, 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: Resolution

AGENDA ITEM:

Discussion and possible action to approve resolutions 24-015 updating the development review fees for the engineering department.

AGENDA ITEM BRIEF:

Engineering Review Fees

RECOMMENDED MOTION:

"I move to approve resolution 24-015 updating the fees for the engineering department."

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 could choose not to update the new fees and continue with the current fees. Staff would need to contact a new consultant or determine what could be done with the existing fees.

BACKGROUND:

The City of Fernley Engineering utilizes third party engineering consultants to help review construction and entitlement applications for development projects occurring in the City. The engineering department does not

have sufficient staff or resources to address the needs of the increase in development that has occurred over the last four years.

The fees allow the engineering department to utilize the services of an engineering firm to provide a variety of on-call engineering services, primarily entitlement and construction permitting review services and water and sewer system modeling services.

The cost for these services would be borne by the development project applicant and are captured in the engineering department development fee structure. Any engineering services not for development would be paid for by the City through the engineering department's professional services budget. These services would be directed and scoped by the City Engineer.

The engineering development fees have not been increased since 2019. Staff worked with the consultant to create new fees to better address new development trends and needs.

The changes to the fee schedule are summarized below:

1. Grading Permit Engineering Review fees decreased based on historical analysis of the actual costs to perform reviews.
2. Grading Permit Fees were simplified for staff and customer calculations.
3. Multifamily Review Fees were broken into fees based on acreage. Larger acreage projects require more time to review and smaller projects require less time to review. Having a single fee overcharged smaller projects and undercharged large projects.
4. Commercial and Industrial were broken into fees based on acreage. Larger acreage projects require more time to review and smaller projects require less time to review. Having a single fee overcharged smaller projects and undercharged large projects.
5. Water and Sewer modeling fees were increased to cover increased costs to submit to NDEP as well as increased time for Shaw to compile and complete the reports.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625

FINANCIAL IMPLICATIONS:

The fees are a pass-through cost for the City of Fernley. The engineering department staff collects the fee as shown on the fee resolution and uses it to pay for invoices from our consultant.

ATTACHMENTS:

1. 2024.09.04 Resolution No. 24-015 Engineering Fee Update
2. 2024.09.04 Engineering Services Fee Schedule - Effective 09-04-2024

CITY OF FERNLEY
RESOLUTION #24-015

**A RESOLUTION OF THE CITY OF FERNLEY TO ADOPT THE UPDATED
ENGINEERING REVIEW FEES.**

WHEREAS, it is a function of the City of Fernley to have a third party provide development reviews, water and sewer modeling, and other various on-call engineering support for the planning and engineering departments; and

WHEREAS, the City Council desires to provide through reviews of development projects and various on-call planning and engineering support; and

WHEREAS, the current fee schedule rates have changed since the last renewal in 2019; and

WHEREAS, adoption of the Engineering Review Fees for Development Reviews and On-Call Engineering Support are required to continue providing reviews since 2019; and

WHEREAS, The Fernley City Council, on September 4, 2024, held a public meeting and approved Resolution 24-015; and

NOW, THEREFORE, BE IT RESOLVED, that the Fernley City Council adopts the updated Engineering Review Fees;

BE IT FURTHER RESOLVED, that the Fernley City Council updates the updated Engineering Review Fees.

**RESOLUTION PASSED, APPROVED, AND ADOPTED this 4th day of
September 2024, by the following vote of the Fernley City Council:**

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

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest: _____
Kim Swanson, City Clerk

Date: _____

“EXHIBIT A”

DEVELOPMENT SERVICES FEE SCHEDULE (EFFECTIVE SEPTEMBER 4, 2024)

Engineering & Miscellaneous Fees

Fee Description	Fee
<u>Engineering Fees</u>	
Floodplain Development Permit	\$2,500 deposit + Actual Cost
Final Improvement Plans Review	\$3,000 + \$100/lot
Industrial Discharge permit	\$800
Annual renewal	\$400
Lab Testing for permit	Actual Cost
Grading and Improvement Fees	
Grading Permit Engineering Review Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$400
3. 101 to 1,000 cubic yards	\$800
4. 1,001 to 10,000 cubic yards	\$1,500
5. 10,001 to 100,000 cubic yards	\$2,000
6. 100,001 to 200,000 cubic yards	\$3,000
7. 200,001 or more cubic yards	\$4,500
Grading Permit Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$100
3. 101 to 1,000 cubic yards	\$250
4. 1,001 to 10,000 cubic yards	\$400
5. 10,001 to 100,000 cubic yards	\$950
6. 100,001 to 200,000 cubic yards	\$1,500
7. 200,001 or more cubic yards	\$1,500 for first 200,000 cubic yards plus \$40 for each additional 10,000 cubic yards or fraction thereof.
Multi-Family Civil Improvement Fees (Onsite and Offsite Plan Review):	
1. Permit Application Fee/Plan Filing Fee	\$100
2. Plan Review Fees:	
Less than or equal to 1.99 acres	\$3,000
2-14.99 acres	\$6,000

15+ acres	\$7,500
Commercial and Industrial Civil Improvement Fees (Onsite and Offsite Plan Review):	
Less than or equal to 0.99 acres	\$2,500
Greater than or equal to 1 acre	\$4,500
Offsite/Public Improvements Only:	
Plan Review	\$2,500
Inspection Fees (Improvement Cost from Engineer's Estimate)	
\$0 – \$50,000	3.00%
\$50,001 – \$100,000	2.75%
\$100,001 – \$200,000	2.50%
\$200,001 – \$300,000	2.25%
Over \$300,000	2.00%
Costs incurred over the base inspection fee	Actual Cost
Encroachment Permit Fees:	
1. Permit Fee	\$300
2. Inspection Fee:	
Cut/Excavation	
1 – 100 square feet (minimum charge)	\$125
Over 100 square feet	\$125 + \$0.50/square-foot over 100 square feet
3. Nonprofit Utilities	Required to obtain a permit, exempt from required permit and inspection fees, and required to have all work tested and inspected at their cost.
4. For Profit Utilities	Required to obtain a permit but are exempt from the bonding requirements of the City's encroachment permit.
5. Blanket permits for PUC regulated utilities (for one year)	\$3,200 (Due and payable by December 31 st of each year)
6. Encroachment Permit Extension Fee (before expiration date)	\$20
7. Encroachment Permit Extension Fee (after expiration date)	\$125
Encroachment Permit Refundable Cash Bond	\$500 + \$10/square-foot over 100 square feet
Tenant Improvement Plan Review	\$300

Single Family Residential Plan Review (water/sewer connections and drainage)	\$50
ERC Calculation Sheet Review and Processing Fee	\$300
Bac-T Test Each (City will sample and submit to lab but the cost of testing will be borne by the applicant/contractor)	\$200
Working Without a Permit	Anyone performing work without a permit shall be charged triple the amount of the original permit and inspection fees for the first offense. For the second offense, the penalty shall be quadrupled. Further violations may result in civil prosecution as damage to public property.
Vehicle Towing	Actual Cost
Other Inspection Fees	Actual Cost
Water and Sewer Modeling:	
Water Pressure/Flow Check	\$160/hr.
Water Discovery/Preliminary Modeling	\$1,000
Sewer Discovery/Preliminary Modeling	\$1,000
Water Modeling w/ NAC report and BSDW submittal (main extensions only)(includes NDEP App Fee)	\$5,000
Water Modeling w/ NAC report and BSDW submittal (NO main extensions) (includes NDEP App Fee)	\$2,300
Sewer main extension with modeling and BWPC submittal	\$1,100
Water System Special Projects (booster station, tanks, pressure regulation stations, etc.)	\$2,500 deposit + Actual Cost
<u>Miscellaneous Fees</u>	
Miscellaneous Engineering/Planning Time	\$160/hr.
Miscellaneous Consultant Engineering Time	\$140/hr.
GIS Printing Fees	Actual Cost of Production/Printing
Reimbursement Agreement	\$2,500
Noticing Fee	\$300
Surveyor Fee	Actual Cost