



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, October 2, 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 purchase of the ADA Restroom Facility for the Fernley Depot Amenity Building/ADA Compliant Restroom in the amount of \$231,041.32 as part of the Community Development Block Grant (CDBG).**
- 2.5. Possible Action to award a contract with A&K Earth Movers, Inc. for Construction Services for Shadow Lane an amount of \$5,440,000.00 plus a 5% contingency.**
- 2.6. Possible action to approve the award of the annual 2024-2025 Material Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list.**
- 2.7. Possible action to approve the award of the 2024-2026 Fire Protection Maintenance and Service Contract to Johnson Controls Fire Protection LP.**
- 2.8. Possible action to approve the award of the 2024-2026 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Service LLC in amount not to exceed \$0.39 per gallon.**
- 2.9. Possible action to approve a contract with Shaw Engineering to Design for the proposed new Ricci Tank (2) and to prepare plans for the Re-coating of the Existing Ricci tank. The proposal is for not to exceed the amount of \$192, 100**
- 2.10. Possible action to authorize the execution of the water rights banking and dedication agreement with Zachary and Ashleigh Harris, APN 021-111-12 TCID serial number 1021-1-E in the amount of 5.22 acre feet.**
- 2.11. Possible Action to approve the liquor license for Big Flavors, LLC dba Fire Forno.**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. STAFF REPORTS

- 5.1. Discussion and Possible Action to adopt a Cooperative Agreement with Nevada Department of Transportation through and including December 31, 2025 to complete a City Corridor Study.**

- 5.2. For discussion and possible action to direct staff to apply for a Recreation Trail Program – Project Planning grant for \$94,000 to fund engineering and design for a trail and amenities through Main Street Park.

6. PRESENTATIONS

- 6.1. Presentation from Kimley-Horn representative Devin Moore on the current status of the roundabout, the implications to future development, and possible solutions.

7. PUBLIC HEARINGS

- 7.1. (For Possible Action) Discussion and possible action for direction from City Council on how to structure Special Event Temporary Use Permit fees.
- 7.2. Consideration and possible action on Bill #354, regarding a proposed zoning map amendment (ZMA24003) submitted by Wood Rodgers on behalf of Douglass Development to request a zone change from Neighborhood Commercial (C1) to General Commercial (C2) on a parcel ±5.00-acres in size and generally located north of Farm District Road between Camille Drive and Jenny's Lane (APN: 020-351-08).

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting:

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	450757	SUPPLEMENTAL INSURANCE	09/25/2024	676.86		100-217400 AFLAC Insurance Payable	924
Total 5690:					676.86			
ALLDATA LLC								
8930	ALLDATA LLC	INVC04853551	ALL DATA AUTOMOTIVE SERVICES	09/13/2024	361.60	09/19/2024	100-480-420 Outside Services	924
Total 8930:					361.60			
ARAMARK								
1895	ARAMARK	5980228488	PS rags and rugs	09/03/2024	123.12	09/19/2024	510-840-420 Outside Services	924
1895	ARAMARK	5980230353	UNIFORMS	09/10/2024	54.19	09/19/2024	100-480-600 General Supplies	924
1895	ARAMARK	5980230354	Cottonwood shop mats	09/10/2024	17.31	09/19/2024	100-475-420 Outside Services	924
1895	ARAMARK	5980230354	Work clothes service	09/10/2024	42.26	09/19/2024	100-475-616 Safety Supplies	924
1895	ARAMARK	5980230354	Cottonwood shop mats	09/10/2024	17.31	09/19/2024	510-810-420 Outside Services	924
1895	ARAMARK	5980230355	pants service	09/10/2024	84.32	09/19/2024	510-810-420 Outside Services	924
1895	ARAMARK	5980232177	ps rags and rugs	09/17/2024	124.12	09/19/2024	510-840-420 Outside Services	924
1895	ARAMARK	5980232185	shop mat service	09/17/2024	54.19	09/19/2024	100-475-600 General Supplies	924
1895	ARAMARK	5980232186	shop mat service	09/17/2024	85.56	09/19/2024	100-475-600 General Supplies	924
1895	ARAMARK	5980232187	Cottonwood shop mats	09/17/2024	17.31	09/19/2024	100-475-616 Safety Supplies	924
1895	ARAMARK	5980232187	Cottonwood shop mats	09/17/2024	17.31	09/19/2024	510-810-616 Safety Supplies	924
1895	ARAMARK	5980232187	Work clothes service	09/17/2024	42.26	09/19/2024	100-475-616 Safety Supplies	924
1895	ARAMARK	5980232188	pants service	09/17/2024	84.32	09/19/2024	510-810-614 Shop Supplies	924
1895	ARAMARK	5980232190	Mat and mop service	09/17/2024	191.58	09/19/2024	100-417-420 Outside Services	924
Total 1895:					955.16			
AT&T								
13	AT&T	6174153907	07048 WTP Ethernet SEPT 24	09/01/2024	2,575.28	09/19/2024	100-417-530 Communications	924
13	AT&T	96145 SEP 24	131 252-7192 857 4	09/02/2024	308.16	09/25/2024	100-417-530 Communications	924
13	AT&T	96145 SEP 24	131 252-8129 614 5	09/02/2024	230.00	09/25/2024	100-417-530 Communications	924
Total 13:					3,113.44			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343-Sept24	815519343 Sept- Oct 4 2024	09/04/2024	113.20	09/19/2024	100-417-530 Communications	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 448:					113.20			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	46951	BATTERIES FOR FIRE DEPT.	09/04/2024	330.00	09/19/2024	100-126000 Intergovernmental Receivable	924
8868	AUTO & TRUCK ELECTRIC, INC	47000	BATTERIES FOR FLEET	09/11/2024	239.00	09/19/2024	100-480-610 Automotive Supplies	924
Total 8868:					569.00			
BAILEY'S BOUNCE HOUSES LLC								
9025	BAILEY'S BOUNCE HOUSES LLC	2079	Spooktacular 24 Bounce House	08/27/2024	480.00	09/19/2024	100-412-650 Community Support	824
Total 9025:					480.00			
BATTERIES PLUS								
16	BATTERIES PLUS	P75796546	PS UPS battery	09/08/2024	450.95	09/19/2024	510-840-614 Shop Supplies	924
Total 16:					450.95			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	20364/5	Trimmer fuel	09/05/2024	24.99	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20374/5	Irrigation line repair supplies	09/06/2024	69.40	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20391/5	Gloves	09/09/2024	25.95	09/19/2024	100-475-616 Safety Supplies	924
20	BIG R OF FERNLEY	20396/5	Spray paint and towels	09/09/2024	62.94	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20401/5	Landscaping supplies	09/10/2024	53.49	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20402/5	Water	09/10/2024	4.29	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20408/5	Gloves	09/10/2024	31.90	09/19/2024	100-475-616 Safety Supplies	924
20	BIG R OF FERNLEY	20408/5	Keys	09/10/2024	13.88	09/19/2024	100-475-600 General Supplies	924
20	BIG R OF FERNLEY	20409/5	Bolt	09/10/2024	9.38	09/19/2024	100-417-600 General Supplies	924
20	BIG R OF FERNLEY	20411/55	hooks for shop	09/10/2024	13.76	09/19/2024	100-480-600 General Supplies	924
20	BIG R OF FERNLEY	20425/5	Keys and key rings	09/12/2024	29.84	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20431/5	Spray paint, wrench set, and fasteners	09/13/2024	55.15	09/19/2024	100-417-600 General Supplies	924
20	BIG R OF FERNLEY	20435/5	Water line materials	09/13/2024	118.57	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20451/5	N.E. booster Chemical line repair	09/16/2024	119.06	09/19/2024	510-810-614 Shop Supplies	924
20	BIG R OF FERNLEY	20455/5	PS key stock for valve actuators	09/16/2024	6.76	09/19/2024	510-840-614 Shop Supplies	924
20	BIG R OF FERNLEY	20456/5	PS JB Weld	09/16/2024	5.99	09/19/2024	510-840-614 Shop Supplies	924
20	BIG R OF FERNLEY	20458/5	Ear plugs	09/17/2024	53.88	09/19/2024	100-528-616 Safety Supplies	924
20	BIG R OF FERNLEY	20459/5	N.E. Booster chemical line repair	09/17/2024	36.20	09/19/2024	510-810-614 Shop Supplies	924
20	BIG R OF FERNLEY	20464/5	Electrical wiring supplies	09/18/2024	42.96	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20466/5	Blade and lock pin	09/18/2024	30.88	09/19/2024	100-575-600 General Supplies	924
20	BIG R OF FERNLEY	20469/5	AC Kitten Chow	09/18/2024	19.70		100-525-600 General Supplies	924
20	BIG R OF FERNLEY	20471/5	AC Cat supplies	09/18/2024	29.90		100-525-600 General Supplies	924
20	BIG R OF FERNLEY	20521/5	PS cleaning supplies	09/24/2024	26.98		510-840-614 Shop Supplies	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 20:					885.85			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	61124-1	AC Bus Cards Posters	07/01/2024	405.15	09/19/2024	100-525-550 Printing and Postage	724
6970	BOB'S PRINTING AND SIGNAGE	72424-1	Finance	08/20/2024	277.93	09/19/2024	100-415-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	72424-1	Utilities/PW	08/20/2024	864.69	09/19/2024	520-810-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	72424-1	CMO	08/20/2024	429.23	09/19/2024	100-413-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	72424-1	Bldg	08/20/2024	72.72	09/19/2024	100-605-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	72424-1	Engineering	08/20/2024	661.02	09/19/2024	100-529-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	72424-1	CAO	08/20/2024	38.01	09/19/2024	100-414-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	72424-1	Mayor	08/20/2024	105.23	09/19/2024	100-412-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	72424-1	Utilities	08/20/2024	1,765.14	09/19/2024	510-810-600 General Supplies	824
6970	BOB'S PRINTING AND SIGNAGE	91024-1	Business cards for Brent Santos	09/19/2024	92.40	09/19/2024	100-605-550 Printing and Postage	924
Total 6970:					4,711.52			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	9219023	Hand soap	09/06/2024	484.85	09/19/2024	100-417-600 General Supplies	924
8837	BRADY INDUSTRIES OF NEVADA LLC	9219024	Bathroom maintenance supplies	09/06/2024	287.00	09/19/2024	100-417-600 General Supplies	924
8837	BRADY INDUSTRIES OF NEVADA LLC	9219025	Bathroom maintenance supplies	09/06/2024	456.54	09/19/2024	100-417-600 General Supplies	924
Total 8837:					1,228.39			
BUILDING CONTROL SERVICES, INC								
7173	BUILDING CONTROL SERVICES, INC	6174	HSPS AC2 Repair	09/20/2024	2,748.55		510-840-424 Outside Serv-HVAC	924
Total 7173:					2,748.55			
CARE FLIGHT								
7204	CARE FLIGHT	91024	HEALTH INSURANCE/CARE FLIGHT B. SANTOS	09/10/2024	40.00	09/12/2024	100-605-240 Group Insurance	924
7204	CARE FLIGHT	91024	HEALTH INSURANCE/CARE FLIGHT T. HANSON	09/10/2024	40.00	09/12/2024	100-610-240 Group Insurance	924
7204	CARE FLIGHT	91024	HEALTH INSURANCE/CARE FLIGHT S. TRACY	09/10/2024	40.00	09/12/2024	100-425-240 Group Insurance	924
Total 7204:					120.00			
CASELLE, INC.								
26	CASELLE, INC.	135693	Support & Maint for miExcel 9/1/24-6/30/25	09/06/2024	250.00	09/19/2024	100-418-342 Tech Services-Other	924
Total 26:					250.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AA4EL5U	cables CMO	08/30/2024	116.13	09/19/2024	100-418-600 General Supplies	824
27	CDW GOVERNMENT INC.	AA5LP7D	General Supplies - Expansion Desktop	09/10/2024	522.41	09/19/2024	100-418-600 General Supplies	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 27:					638.54			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	448691	In town park improvements	08/31/2024	2,683.00	09/19/2024	230-575-730 Improve Other than Buildings	824
Total 499:					2,683.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701090124	69701 Communications Sept 24	09/01/2024	1,332.51	09/19/2024	100-417-530 Communications	924
4479	CHARTER COMMUNICATIONS	175970201090124	70201 Communications AUG 24 9/1-9/30	09/01/2024	382.51	09/19/2024	100-417-530 Communications	924
Total 4479:					1,715.02			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039341001075	E3103934 SUPPLEMENTAL INSURANC	10/01/2024	361.10		100-218000 COLONIAL INSURANCE PAYABL	1024
Total 3520:					361.10			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	15896	Materials Testing	07/01/2024	1,667.50	09/19/2024	510-166100 Construction In Progress	724
5587	CONSTRUCTION MATERIALS ENGINEERS	16444	Testing consultant CRRC August 2024	09/06/2024	27,922.50	09/19/2024	220-480-810 ARPA	924
Total 5587:					29,590.00			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	Pay Request 7 CRRC	CRRC construction services	08/31/2024	1,155,186.77	09/19/2024	220-480-810 ARPA	824
Total 8916:					1,155,186.77			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	153631	CRRC Services August 1 August 31 2024	08/31/2024	34,034.00	09/19/2024	220-480-810 ARPA	824
Total 8889:					34,034.00			
DENISON AUTO INTERIORS								
6158	DENISON AUTO INTERIORS	733039	steat repair streets	09/09/2024	240.00	09/19/2024	100-480-420 Outside Services	924
Total 6158:					240.00			
DESERT COMMERCIAL SWEEPING								
7804	DESERT COMMERCIAL SWEEPING	14448	Street sweeping service	08/27/2024	8,360.00	09/19/2024	100-475-420 Outside Services	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7804:					8,360.00			
DOLAN FERNLEY DODGE								
8718	DOLAN FERNLEY DODGE	5515303	parts for W/D 1011	09/09/2024	150.65	09/19/2024	100-480-610 Automotive Supplies	924
Total 8718:					150.65			
DOWL, LLC								
8931	DOWL, LLC	83024	Surveying Services	08/30/2024	7,700.00	09/19/2024	100-228311 Engineering Reimb. (Maps)	824
Total 8931:					7,700.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	CMO091124	RALEY'S- 911 CEREMONY SUPPLIES	09/11/2024	24.85	09/19/2024	100-412-650 Community Support	924
Total 8639:					24.85			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	91124	PLANNING COMMISSION STIPEND	09/11/2024	80.00		100-610-322 Prof Serv-Other	924
Total 9012:					80.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-WTP	08/31/2024	67.42	09/12/2024	510-840-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-COURT	08/31/2024	43.96	09/12/2024	100-425-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-ENG	08/31/2024	36.46	09/12/2024	100-529-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-VECTOR	08/31/2024	8.20	09/12/2024	100-528-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-ANIMAL CONTROL	08/31/2024	374.04	09/12/2024	100-525-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-BUILDING	08/31/2024	189.53	09/12/2024	100-605-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-STREETS	08/31/2024	1,446.70	09/12/2024	100-475-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-WW	08/31/2024	1,214.41	09/12/2024	520-810-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-PARKS	08/31/2024	551.66	09/12/2024	100-575-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-FACILITIES	08/31/2024	302.43	09/12/2024	100-417-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-FLEET	08/31/2024	287.73	09/12/2024	100-480-626 Gasoline	824
18	FLYERS ENERGY, LLC	CFS-3984675	GASOLINE-WD	08/31/2024	1,453.66	09/12/2024	510-810-626 Gasoline	824
Total 18:					5,976.20			
Garvin, Tessa								
9010	Garvin, Tessa	91124	PLANNING COMMISSION STIPEND	09/11/2024	80.00		100-610-322 Prof Serv-Other	924
Total 9010:					80.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
GRAINGER								
252	GRAINGER	9238503313	Safety glasses	09/05/2024	12.21	09/19/2024	100-575-616 Safety Supplies	924
252	GRAINGER	9240077520	Storage box	09/06/2024	489.09	09/19/2024	100-475-600 General Supplies	924
252	GRAINGER	9255417280	Rain/snow jackets for crew	09/19/2024	366.30		510-810-616 Safety Supplies	924
Total 252:					867.60			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	660538253	Communications SEP24	09/01/2024	214.61	09/19/2024	100-417-530 Communications	924
Total 8838:					214.61			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	57983	tools for shop	09/18/2024	49.27	09/19/2024	100-480-600 General Supplies	924
8987	H&H INVESTMENTS & TOOL SUPPLY	57985	tools for shop	09/18/2024	25.60	09/19/2024	100-480-600 General Supplies	924
Total 8987:					74.87			
HACH COMPANY								
406	HACH COMPANY	14195047	PS Lab supplies	09/19/2024	1,270.92		510-840-614 Shop Supplies	924
Total 406:					1,270.92			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111867	Misc. Service Labor	08/21/2024	145.00	09/19/2024	100-605-420 Outside Services	824
70	HANNEMAN SERVICE	111869	Misc. Service Labor	09/05/2024	145.00	09/19/2024	100-605-420 Outside Services	924
70	HANNEMAN SERVICE	111870	Misc. Service Labor	09/05/2024	145.00	09/19/2024	100-605-420 Outside Services	924
70	HANNEMAN SERVICE	111871	abandoned vehicle removed from WWTP property	09/11/2024	115.00		520-810-420 Outside Services	924
70	HANNEMAN SERVICE	13942	Chevy Volt Ca 6TCL972 273 Wildwood Dr.	08/21/2024	55.00	09/19/2024	100-605-420 Outside Services	824
70	HANNEMAN SERVICE	13948	2001 GMC Sanoma Truck Red No plates 1314 Rouge River	09/05/2024	55.00	09/19/2024	100-605-420 Outside Services	924
70	HANNEMAN SERVICE	13949	2021 Mazda CX3 Grey Temp Plate 848-403 On Cedar Behind	08/05/2024	55.00	09/19/2024	100-605-420 Outside Services	824
Total 70:					715.00			
HARBOR FREIGHT COMMERCIAL ACCOUNT								
457	HARBOR FREIGHT COMMERCIAL ACCOUNT	19130e8d	lights for shop	09/03/2024	129.08	09/19/2024	100-480-600 General Supplies	924
Total 457:					129.08			
HINTON BURDICK, PLLC								
8486	HINTON BURDICK, PLLC	310812	Progress billing FY24	08/31/2024	1,100.00	09/19/2024	100-415-328 Prof Serv-Auditing	824
Total 8486:					1,100.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-041	3721P GROUP HEALTH INSURANCE	10/01/2024	89,072.63		100-217000 HEALTH INSURANCE PAYABLE	1024
Total 4842:					89,072.63			
IBEW Local 1245								
83	IBEW Local 1245	SEP 2024-2	UNION DUES, ONE HALF OF MONTH	09/20/2024	1,263.67	09/20/2024	100-219900 OTHER PAYROLL PAYABLES	924
Total 83:					1,263.67			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	SEP 2024-2	MED TAX PAYABLE, PAYROLL	09/20/2024	7,486.28	09/20/2024	100-212000 FEDERAL WITHHOLDING PAYAB	924
7879	INTERNAL REVENUE SERVICE	SEP 2024-2	W/HOLD TAX PAYABLE, PAYROLL	09/20/2024	32,046.70	09/20/2024	100-212000 FEDERAL WITHHOLDING PAYAB	924
7879	INTERNAL REVENUE SERVICE	SEP 2024-2	FICA TAX PAYABLE, PAYROLL	09/20/2024	419.56	09/20/2024	100-211000 FICA PAYABLE	924
Total 7879:					39,952.54			
IQ TECHNOLOGY SOLUTIONS								
1293	IQ TECHNOLOGY SOLUTIONS	1152175	Llicense renewal -Managed Services	09/13/2024	87.50	09/19/2024	100-418-342 Tech Services-Other	924
Total 1293:					87.50			
JENSEN PRECAST								
3031	JENSEN PRECAST	CD99253360	PS vault keys	09/16/2024	224.00	09/19/2024	510-840-601 Office Supplies	924
Total 3031:					224.00			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	196874000-0824	North Area Plan	08/31/2024	28,772.68		100-610-322 Prof Serv-Other	824
8715	KIMLEY-HORN AND ASSOCIATES, INC.	29164931	Southwest Area Plan	08/31/2024	12,411.25		100-610-322 Prof Serv-Other	824
Total 8715:					41,183.93			
KOLVET, BRENT								
8611	KOLVET, BRENT	92024	PARTIAL DAY-COVERAGE FOR TRAINING	09/20/2024	198.00		100-425-335 Prof Serv-Senior Judge	924
Total 8611:					198.00			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	91124	PLANNING COMMISSION STIPEND	09/11/2024	80.00		100-610-322 Prof Serv-Other	924
Total 9020:					80.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	71904	Spooktacular supplies	09/05/2024	106.46	09/19/2024	100-412-650 Community Support	924
7650	LOWES CREDIT SERVICES	73902	Spooktacular supplies	09/06/2024	90.00	09/19/2024	100-412-650 Community Support	924
7650	LOWES CREDIT SERVICES	75249	WWTP chlorine room vinyl flooring	09/24/2024	99.44		520-810-600 General Supplies	924
7650	LOWES CREDIT SERVICES	79868	Valve and tank	09/09/2024	241.28	09/19/2024	100-575-600 General Supplies	924
7650	LOWES CREDIT SERVICES	81141	Trimmer and keys	09/10/2024	64.46	09/19/2024	100-475-600 General Supplies	924
7650	LOWES CREDIT SERVICES	81380	Credit for returning brass valve	09/10/2024	33.23-	09/19/2024	100-575-600 General Supplies	924
7650	LOWES CREDIT SERVICES	81386	Valve	09/10/2024	28.86	09/19/2024	100-575-600 General Supplies	924
7650	LOWES CREDIT SERVICES	84778	General Supplies	09/12/2024	149.41	09/19/2024	520-810-600 General Supplies	924
7650	LOWES CREDIT SERVICES	93114	Auger	09/17/2024	274.55	09/19/2024	100-475-605 Minor Equipment	924
7650	LOWES CREDIT SERVICES	93114	Shovels	09/17/2024	142.40	09/19/2024	100-475-600 General Supplies	924
7650	LOWES CREDIT SERVICES	93963	Bits and cutting wheels	09/17/2024	86.84	09/19/2024	520-810-614 Shop Supplies	924
7650	LOWES CREDIT SERVICES	97159	Galvanized plugs	09/19/2024	11.98		520-810-614 Shop Supplies	924
7650	LOWES CREDIT SERVICES	980464	PLUG FOR FIRE DEPT.	08/08/2024	11.47	09/19/2024	100-126000 Intergovernmental Receivable	824
7650	LOWES CREDIT SERVICES	985614-npfnza	Shop cleaning supplies	08/27/2024	314.18	09/19/2024	510-810-614 Shop Supplies	824
7650	LOWES CREDIT SERVICES	98621	Spooktacular supplies	09/03/2024	95.55	09/19/2024	100-417-600 General Supplies	924
7650	LOWES CREDIT SERVICES	987738-npkncq	Paint supplies	08/28/2024	57.89	09/19/2024	510-810-614 Shop Supplies	824
7650	LOWES CREDIT SERVICES	988408	Woodworking supplies	08/12/2024	58.63	09/19/2024	100-417-600 General Supplies	824
7650	LOWES CREDIT SERVICES	994432	Woodworking supplies	08/16/2024	43.61	09/19/2024	100-417-600 General Supplies	824
Total 7650:					1,843.78			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	123999	Shadow lane reconstruction engineering servcies	08/27/2024	1,270.00	09/19/2024	100-475-745 RTC Reimbursable	824
370	LUMOS & ASSOCIATES INC	124016	SR 828 Flashing beacons design services	08/27/2024	6,552.62	09/19/2024	100-475-730 Improve Other than Buildings	824
370	LUMOS & ASSOCIATES INC	124018	Annual pavement maintenance project inspection services	08/27/2024	3,812.00	09/19/2024	100-475-430 Outside Serv-Repair & Maint	824
Total 370:					11,634.62			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2025-02	Fernley ARPA Aug 2024	09/15/2024	16,433.18	09/19/2024	220-480-810 ARPA	924
Total 3266:					16,433.18			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2205504	LIEN REL- 2055 RAWLES DR 022-055-04	09/13/2024	43.00	09/19/2024	510-810-322 Prof Serv-Other	924
Total 108:					43.00			
MACLEOD WATTS, INC.								
8678	MACLEOD WATTS, INC.	91924Fernl	Prepare GASB 75 actuarial report FY24	09/19/2024	3,105.00		100-415-322 Prof Serv-Other	924
Total 8678:					3,105.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
MARSHALL'S SEPTIC CARE									
8509	MARSHALL'S SEPTIC CARE	I20248	Solids hauling	08/28/2024	61,350.51	09/19/2024	510-840-426	Outside Serv-Septic	824
Total 8509:					61,350.51				
MCCULLAR, JENNI LEI									
9019	MCCULLAR, JENNI LEI	91124	PLANNING COMMISSION STIPEND	09/11/2024	80.00		100-610-322	Prof Serv-Other	924
Total 9019:					80.00				
MCDONALD CARANO									
322	MCDONALD CARANO	12488144	planning legal	09/16/2024	3,212.80	09/19/2024	100-414-310	Prof Serv-Legal	924
Total 322:					3,212.80				
METLIFE SMALL BUSINESS CENTER									
5387	METLIFE SMALL BUSINESS CENTER	OCT 2024	5952725 GROUP VISION INSURANCE	10/01/2024	606.83	09/19/2024	100-217200	Vision Insurance Payable MetL	1024
5387	METLIFE SMALL BUSINESS CENTER	OCT 2024	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	10/01/2024	2,671.28	09/19/2024	100-217300	Life/ADD LTD/STD Anthem Payabl	1024
5387	METLIFE SMALL BUSINESS CENTER	OCT 2024	5952725 GROUP DENTAL INSURANCE	10/01/2024	5,020.80	09/19/2024	100-217100	Dental Insurance Payable MetL	1024
Total 5387:					8,298.91				
MISCELLANEOUS ONE TIME VENDOR									
1111	MISCELLANEOUS ONE TIME VENDOR	91824	REIMB FOR HOTEL STAY-TOUR/INTERVIEW FOR UTILITY	09/18/2024	106.96		510-810-540	Advertising	924
1111	MISCELLANEOUS ONE TIME VENDOR	91824	REIMB FOR HOTEL STAY-TOUR/INTERVIEW FOR UTILITY	09/18/2024	106.97		520-810-540	Advertising	924
1111	MISCELLANEOUS ONE TIME VENDOR	91824	REIMB FOR RENTAL CAR-TOUR/INTERVIEW FOR UTILITY	09/18/2024	66.60		510-810-540	Advertising	924
1111	MISCELLANEOUS ONE TIME VENDOR	91824	REIMB FOR FLIGHT-TOUR/INTERVIEW FOR UTILITY DIR.	09/18/2024	264.08		510-810-540	Advertising	924
1111	MISCELLANEOUS ONE TIME VENDOR	91824	REIMB FOR RENTAL CAR-TOUR/INTERVIEW FOR UTILITY	09/18/2024	66.61		520-810-540	Advertising	924
1111	MISCELLANEOUS ONE TIME VENDOR	91824	REIMB FOR FLIGHT-TOUR/INTERVIEW FOR UTILITY DIR.	09/18/2024	264.09		520-810-540	Advertising	924
Total 1111:					875.31				
MME - MUNICIPAL MAINTENANCE EQUIP									
6635	MME - MUNICIPAL MAINTENANCE EQUIP	26459	PARTS FOR VACON	09/04/2024	623.84	09/19/2024	520-810-600	General Supplies	924
6635	MME - MUNICIPAL MAINTENANCE EQUIP	26459	PARTS FOR VAC-CON'S W/D AND W/W	09/04/2024	623.83	09/19/2024	510-810-600	General Supplies	924
Total 6635:					1,247.67				
MOBO LAW, LLP									
8906	MOBO LAW, LLP	146737	criminal conflict	08/31/2024	764.84	09/19/2024	100-414-310	Prof Serv-Legal	824
Total 8906:					764.84				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	416887	RUBBER STRAP FOR VACTOR	09/10/2024	11.72	09/19/2024	100-480-610 Automotive Supplies	924
58	NAPA AUTO & TRUCK PARTS	416891	V -BELT FOR PARKS MOWER	09/10/2024	37.58	09/19/2024	100-480-610 Automotive Supplies	924
58	NAPA AUTO & TRUCK PARTS	416898	BELT FOR MOWER	09/10/2024	.40	09/19/2024	100-480-610 Automotive Supplies	924
58	NAPA AUTO & TRUCK PARTS	416899	TRAILER CONNECTOR	09/10/2024	10.38	09/19/2024	100-480-610 Automotive Supplies	924
58	NAPA AUTO & TRUCK PARTS	416924	CREDIT	09/10/2024	.40-	09/19/2024	100-480-610 Automotive Supplies	924
58	NAPA AUTO & TRUCK PARTS	417026	tire plugs	09/12/2024	21.00	09/19/2024	100-480-610 Automotive Supplies	924
58	NAPA AUTO & TRUCK PARTS	417293	TAPE FOR FLEET	09/17/2024	60.15	09/19/2024	100-480-610 Automotive Supplies	924
58	NAPA AUTO & TRUCK PARTS	417390	pump for shop	09/18/2024	12.99	09/19/2024	100-475-600 General Supplies	924
58	NAPA AUTO & TRUCK PARTS	417397	transmission oil for fire dept.	09/18/2024	38.94		100-126000 Intergovernmental Receivable	924
58	NAPA AUTO & TRUCK PARTS	417660	parts for fleet	09/23/2024	19.88		100-480-610 Automotive Supplies	924
Total 58:					212.64			
NCE								
7617	NCE	675222521	Construction inspection	09/09/2024	13,722.20	09/19/2024	100-529-320 Prof Serv-Engineering	924
Total 7617:					13,722.20			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	68589	REF 3513110 Navaro	09/03/2024	4.63	09/19/2024	510-840-322 Prof Serv-Other	924
7405	NEVADA DEPT PUBLIC SAFETY - DPS	68589	REF 3513110 Navaro	09/03/2024	28.22	09/19/2024	100-529-322 Prof Serv-Other	924
7405	NEVADA DEPT PUBLIC SAFETY - DPS	68589	REF 3511109 Hatch	09/03/2024	40.25	09/19/2024	100-475-322 Prof Serv-Other	924
7405	NEVADA DEPT PUBLIC SAFETY - DPS	68589	REF 3513110 Navaro	09/03/2024	7.40	09/19/2024	510-810-322 Prof Serv-Other	924
Total 7405:					80.50			
NEVADA POWER PRODUCTS, INC								
124	NEVADA POWER PRODUCTS, INC	232718	Trimmer parts	09/16/2024	53.94	09/19/2024	100-475-600 General Supplies	924
Total 124:					53.94			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	AUG 24	STARBUCKS; MAYOR'S CLEAN UP COFFEE FOR VOLUNT	08/31/2024	26.42	09/10/2024	100-412-650 Community Support	824
8649	NSB - BANKCARD CENTER	AUG 24	REGIONAL GOV. SERVICES; FALL 2024 VIRTUAL SUPERV	08/31/2024	350.00	09/10/2024	510-840-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	CONSTRUCTION EXAM; RESIDENTIAL REVIEW EXAM B.	08/31/2024	850.00-	09/10/2024	100-605-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	APWA; PW MANAGEMENT TEXTBOOK	08/31/2024	29.40	09/10/2024	520-810-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	APWA; PW MANAGEMENT TEXTBOOK	08/31/2024	29.40	09/10/2024	100-575-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CIVIL ENG. REVIEW BOOK ENG	08/31/2024	27.50	09/10/2024	510-840-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; CODE 3 ASSOC. VET. FORENSIC INVESTIGATIO	08/31/2024	51.00	09/10/2024	100-525-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; CODE 3 ASSOC. RITUALISTIC ANIMAL CRIMES X	08/31/2024	51.00	09/10/2024	100-525-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; NLC ANN. CONF. REGISTRATION MAYOR/WARD	08/31/2024	923.00	09/10/2024	100-412-582 Travel	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; VERSADESK MOUNT, TOWER FAN UT	08/31/2024	62.49	09/10/2024	520-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; CODE 3 ASSOC. IS IT REALLY MANAGERMENTS F	08/31/2024	51.00	09/10/2024	100-525-580 Training	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	AUG 24	ZOOM; FMC SUBSCRIPTION	08/31/2024	100.00	09/10/2024	100-425-322 Prof Serv-Other	824
8649	NSB - BANKCARD CENTER	AUG 24	SUBWAY; TCID MEDIATION LUNCH CMO	08/31/2024	101.24	09/10/2024	100-413-600 General Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; DYMO PAPER LABELS PW	08/31/2024	3.16	09/10/2024	520-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; BARC J. ONO COURSE-INDIGNENT FMC	08/31/2024	199.00	09/10/2024	100-425-322 Prof Serv-Other	824
8649	NSB - BANKCARD CENTER	AUG 24	APWA; PW MANAGEMENT TEXTBOOK	08/31/2024	29.40	09/10/2024	510-810-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	ALL IN GRAPHIX; EMBROIDERY GEAR AC	08/31/2024	85.42	09/10/2024	100-525-550 Printing and Postage	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; DYMO PAPER LABELS PW	08/31/2024	3.17	09/10/2024	100-417-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; DYMO PAPER LABELS PW	08/31/2024	3.16	09/10/2024	510-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CREDENZA SEALANT/STAIN CM	08/31/2024	161.46	09/10/2024	100-413-600 General Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	VTC; PARTS FOR STREETS	08/31/2024	952.49	09/10/2024	100-480-610 Automotive Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	REGIONAL GOV. SERVICES; FALL 2024 VIRTUAL SUPERV	08/31/2024	350.00	09/10/2024	100-475-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; METAL CLIPBOARDS PW	08/31/2024	46.06	09/10/2024	100-475-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CAUTION/INFO SIGNAGE FOR WTP	08/31/2024	192.72	09/10/2024	510-840-614 Shop Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	FALLON FORD; PARTS/SERVICE FL	08/31/2024	226.60	09/10/2024	100-480-610 Automotive Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; NLC ANN. CONF. REG. OCT 2024 CM	08/31/2024	461.75	09/10/2024	100-412-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CAUTION/INFO SIGNAGE FOR WTP	08/31/2024	41.97	09/10/2024	510-840-614 Shop Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	VOICENT; AUTODIALER PROGRAM UT	08/31/2024	1,588.00	09/10/2024	520-810-342 Tech Services-Other	824
8649	NSB - BANKCARD CENTER	AUG 24	SPECTRUM; 355 COTTONWOOD LN	08/31/2024	129.98	09/10/2024	100-417-530 Communications	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CIVIL ENG. REVIEW BOOK ENG	08/31/2024	55.00	09/10/2024	100-475-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	ADOBE; ANN. ACROBAT PRO SUBSCRIPTION PW	08/31/2024	33.98	09/10/2024	100-475-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	ZOOM; CMO MONTHLY SUBSCRIPTION	08/31/2024	140.00	09/10/2024	100-418-342 Tech Services-Other	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CIVIL ENG. REVIEW BOOK ENG	08/31/2024	55.00	09/10/2024	510-810-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	ADOBE; ANN. ACROBAT PRO SUBSCRIPTION PW	08/31/2024	33.98	09/10/2024	100-417-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	WALGREENS; EVIDENCE PHOTOS AC	08/31/2024	15.41	09/10/2024	100-525-550 Printing and Postage	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; VERSADESK UT	08/31/2024	193.50	09/10/2024	520-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	VTC; PARTS FOR WD	08/31/2024	1,044.28	09/10/2024	510-810-610 Automotive Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CAUTION/INFO SIGNAGE FOR WTP	08/31/2024	106.94	09/10/2024	510-840-614 Shop Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; VERSADESK UT	08/31/2024	193.50	09/10/2024	510-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; NLC ANN. CONF. REGISTRATION DEPUTY CM	08/31/2024	461.75	09/10/2024	100-413-582 Travel	824
8649	NSB - BANKCARD CENTER	AUG 24	EVENBRITE; NNDA BUS. EDGE, ENERGY INFRASTRUCT	08/31/2024	50.00	09/10/2024	100-412-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	CONSTRUCTION EXAM; RESIDENTIAL REVIEW EXAM C.	08/31/2024	850.00	09/10/2024	100-605-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	HARBOR FREIGHT; TOOLS FOR FLEET FL	08/31/2024	371.18	09/10/2024	100-480-600 General Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	APWA; PW MANAGEMENT TEXTBOOK	08/31/2024	29.40	09/10/2024	100-475-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	VALLEY RENTALS; SOD CUTTER RENTAL PARKS	08/31/2024	75.00	09/10/2024	100-575-441 Rentals	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; CODE 3 ASSOC. PROFESSIONAL ETHICAL OFFI	08/31/2024	51.00	09/10/2024	100-525-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; CODE 3 ASSOC. SHELTERING REPTILES X2 AC	08/31/2024	51.00	09/10/2024	100-525-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	PORT OF SUBS; MAYOR'S CLEAN UP LUNCH FOR VOLU	08/31/2024	191.00	09/10/2024	100-412-650 Community Support	824
8649	NSB - BANKCARD CENTER	AUG 24	REGIONAL GOV. SERVICES; FALL 2024 VIRTUAL SUPERV	08/31/2024	350.00	09/10/2024	520-810-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	GFOA; ANN. MEMBERSHIP RENEWAL J. CARRICK FIN	08/31/2024	150.00	09/10/2024	100-415-581 Dues and Memberships	824
8649	NSB - BANKCARD CENTER	AUG 24	CONSTRUCTION EXAM; RESIDENTIAL REVIEW EXAM J.	08/31/2024	850.00	09/10/2024	100-605-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	TC COMMUNICATIONS; ETHERNET FIBER OPTIC SWITC	08/31/2024	16,355.64	09/10/2024	510-840-605 Minor Equipment	824
8649	NSB - BANKCARD CENTER	AUG 24	ADOBE; ANN. ACROBAT PRO SUBSCRIPTION PW	08/31/2024	33.98	09/10/2024	510-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	BATTERY GUY SALES; ADMIN UPS BATTERIES WTP	08/31/2024	628.48	09/10/2024	510-840-430 Outside Serv-Repair & Maint	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; BOOGIE BOARD NOTE TAKER BLD	08/31/2024	40.49	09/10/2024	100-605-601 Office Supplies	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; DYMO PAPER LABELS PW	08/31/2024	3.17	09/10/2024	100-475-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	WALMART; MAYOR'S CLEAN UP SUPPLIES	08/31/2024	55.04	09/10/2024	100-412-650 Community Support	824
8649	NSB - BANKCARD CENTER	AUG 24	VTC; PARTS FOR STREETS CREDIT	08/31/2024	180.36	09/10/2024	100-480-610 Automotive Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CAUTION/INFO SIGNAGE FOR WTP	08/31/2024	63.80	09/10/2024	510-840-614 Shop Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; COMPUTER MICE FIN	08/31/2024	38.88	09/10/2024	100-415-600 General Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	VOICENT; AUTODIALER PROGRAM UT	08/31/2024	1,588.00	09/10/2024	510-810-342 Tech Services-Other	824
8649	NSB - BANKCARD CENTER	AUG 24	MOTION IND; BEARING AND SEALS FOR EAST LIFT AUG	08/31/2024	290.97	09/10/2024	520-810-600 General Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; DYMO PAPER LABELS PW	08/31/2024	3.16	09/10/2024	510-840-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	ASCE; TRAINING A. LOPEZ MARTINEZ, A. NAVARRO, S. P	08/31/2024	180.00	09/10/2024	100-529-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	APWA; PW MANAGEMENT TEXTBOOK	08/31/2024	29.40	09/10/2024	100-417-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; CIVIL ENG. REVIEW BOOK ENG	08/31/2024	137.50	09/10/2024	100-529-640 Books and Periodicals	824
8649	NSB - BANKCARD CENTER	AUG 24	STATE BAR OF NV; REG. FEE 2024 NV GOV. CONF. CAO	08/31/2024	100.00	09/10/2024	100-414-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	ADOBE; ANN. ACROBAT PRO SUBSCRIPTION PW	08/31/2024	33.98	09/10/2024	520-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	JUSTICE CLEARING HOUSE; ACO I COURSE AC	08/31/2024	400.00	09/10/2024	100-525-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	EVENBRITE; NNDA BUS. EDGE, ENERGY INFRASTRUCT	08/31/2024	50.00	09/10/2024	100-413-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; CODE 3 ASSOC. INVESTIGATIVE REPORTING X2	08/31/2024	51.00	09/10/2024	100-525-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	PAYPAL; CODE 3 ASSOC. WARRANT PREPARATION FOR	08/31/2024	51.00	09/10/2024	100-525-580 Training	824
8649	NSB - BANKCARD CENTER	AUG 24	RALEY'S; ALL HANDS MTG SUPPLIES	08/31/2024	105.94	09/10/2024	100-413-600 General Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; DYMO PAPER LABELS PW	08/31/2024	3.17	09/10/2024	100-575-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	ADOBE; ANN. ACROBAT PRO SUBSCRIPTION PW	08/31/2024	33.98	09/10/2024	100-575-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	ADOBE; ANN. ACROBAT PRO SUBSCRIPTION PW	08/31/2024	33.98	09/10/2024	510-840-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	STAMPLI; JULY 2024	08/31/2024	1,034.00	09/10/2024	100-418-342 Tech Services-Other	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; VERSADESK MOUNT, TOWER FAN UT	08/31/2024	62.49	09/10/2024	510-810-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	AMAZON; ERGONOMIC MOUSE PLN	08/31/2024	64.50	09/10/2024	100-610-601 Office Supplies	824
8649	NSB - BANKCARD CENTER	AUG 24	WALMART; NNO 8/6/24 SUPPLIES	08/31/2024	15.74	09/10/2024	100-412-650 Community Support	824

Total 8649:

28,686.64

NV ENERGY

167	NV ENERGY	12019 SEP 24	34596505012019 ACH	09/17/2024	7,858.99	10/03/2024	510-810-622 Electricity	924
167	NV ENERGY	13050 SEP 24	48768103613050 ACH	09/10/2024	2,946.06	09/26/2024	100-417-622 Electricity	924
167	NV ENERGY	14319 SEP 24	34596405214319 ACH	09/08/2024	36.00	09/26/2024	100-575-622 Electricity	924
167	NV ENERGY	30037 SEP 24	34596403630037 ACH	09/17/2024	35.60	10/03/2024	100-576-622 Electricity	924
167	NV ENERGY	34991 SEP 24	34596407734991 ACH	09/11/2024	33.92	09/27/2024	510-810-622 Electricity	924
167	NV ENERGY	37594 SEP 24	80865904937594 ACH	09/11/2024	33.92	09/27/2024	100-475-622 Electricity	924
167	NV ENERGY	41110 SEP 24	82190403641110 ACH	09/06/2024	37.77	09/24/2024	520-810-622 Electricity	924
167	NV ENERGY	52067 SEP 24	82190407952067ACH	09/11/2024	96.85	09/27/2024	520-810-622 Electricity	924
167	NV ENERGY	65197 SEP 24	34596407565197 ACH	09/10/2024	33.92	09/26/2024	510-810-622 Electricity	924
167	NV ENERGY	67463 SEP 24	34596404867463 ACH	09/11/2024	76.40	09/27/2024	100-575-622 Electricity	924
167	NV ENERGY	68387 SEP 24	345964082-68387	09/11/2024	33.92	09/27/2024	100-475-622 Electricity	924
167	NV ENERGY	84389 SEP 24	34596503684389 ACH	09/10/2024	191.00	09/26/2024	100-417-622 Electricity	924
167	NV ENERGY	98954 SEP 24	82190405098954	09/06/2024	2,724.08	09/24/2024	520-810-622 Electricity	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 167:					14,138.43			
OFFICE DEPOT								
133	OFFICE DEPOT	376465559001	Office supplies	09/04/2024	52.35	09/19/2024	100-605-601 Office Supplies	924
133	OFFICE DEPOT	376465604001	Office Supplies	09/04/2024	11.99	09/19/2024	100-605-601 Office Supplies	924
133	OFFICE DEPOT	379442456001	Tissues, gloves, HP ink/toner	08/30/2024	578.71	09/19/2024	100-425-600 General Supplies	824
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.80	09/19/2024	100-575-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	100-605-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	100-416-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	510-810-601 Office Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.85	09/19/2024	100-413-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	100-610-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	100-475-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	100-529-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.85	09/19/2024	100-415-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	100-525-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	520-810-601 Office Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.85	09/19/2024	100-418-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	100-414-600 General Supplies	924
133	OFFICE DEPOT	381372710001	CITY WIDE PAPER	09/05/2024	28.84	09/19/2024	510-840-601 Office Supplies	924
133	OFFICE DEPOT	382675015001	CMO Gen Supplies Dividers- Lanyards- Pens etc.	09/05/2024	145.59	09/19/2024	100-413-600 General Supplies	924
133	OFFICE DEPOT	383475847001	UT NOTARY STAMP	08/29/2024	15.96	09/19/2024	510-810-601 Office Supplies	824
133	OFFICE DEPOT	383475847001	UT NOTARY STAMP	08/29/2024	15.96	09/19/2024	520-810-601 Office Supplies	824
133	OFFICE DEPOT	383888641001	labeler	09/06/2024	112.55	09/19/2024	100-414-600 General Supplies	924
133	OFFICE DEPOT	384067906001	Staple Remover	09/06/2024	22.84	09/19/2024	100-529-601 Office Supplies	924
133	OFFICE DEPOT	384068402001	Scissors, duster, pens	09/06/2024	133.12	09/19/2024	100-529-601 Office Supplies	924
133	OFFICE DEPOT	384606497001	office supplies	09/05/2024	88.73	09/19/2024	100-414-600 General Supplies	924
Total 133:					1,581.55			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-316980	WATER DISTRIBUTION TRUCK 1012	09/04/2024	779.23	09/19/2024	100-480-610 Automotive Supplies	924
6230	O'REILLY AUTO PARTS	3599-317793	PARTS FOR W/D 1011	09/09/2024	228.14	09/19/2024	100-480-610 Automotive Supplies	924
6230	O'REILLY AUTO PARTS	3599-317805	BATTERIES FOR W/W BACKHOE	09/09/2024	205.43	09/19/2024	100-480-610 Automotive Supplies	924
6230	O'REILLY AUTO PARTS	3599-318071	BATTERY TENDER FOR BACKHOE WASTE WATER	09/11/2024	54.99	09/19/2024	100-480-610 Automotive Supplies	924
6230	O'REILLY AUTO PARTS	3599-318077	5005 OILCHANGE SUPPLIES	09/11/2024	84.48	09/19/2024	100-480-610 Automotive Supplies	924
6230	O'REILLY AUTO PARTS	3599-318128	WATER DISTIBUTION 1012 RETURN	09/04/2024	170.08	09/19/2024	100-480-610 Automotive Supplies	924
6230	O'REILLY AUTO PARTS	3599-319186	parts for fire dept.	09/17/2024	22.69	09/19/2024	100-126000 Intergovernmental Receivable	924
6230	O'REILLY AUTO PARTS	3599-319213	parts for fire dept.	09/17/2024	72.82		100-126000 Intergovernmental Receivable	924
6230	O'REILLY AUTO PARTS	3599-319640	seat covers for new dump truck	09/20/2024	109.98		100-480-610 Automotive Supplies	924
Total 6230:					1,387.68			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
OWEN EQUIPMENT									
7965	OWEN EQUIPMENT	64850	vactor parts for streets	09/09/2024	772.40	09/19/2024	100-475-600	General Supplies	924
Total 7965:					772.40				
PAC MACHINE COMPANY, INC.									
8597	PAC MACHINE COMPANY, INC.	95590	East Lift Pump Repairs	09/10/2024	27,944.40	09/19/2024	520-810-430	Outside Serv-Repair & Maint	924
Total 8597:					27,944.40				
PACIFIC OFFICE AUTOMATION									
8929	PACIFIC OFFICE AUTOMATION	COF-KS23	Utilities	09/01/2024	272.46	09/19/2024	520-810-220	Unemployment	924
8929	PACIFIC OFFICE AUTOMATION	COF-KS23	Main	09/01/2024	544.91	09/19/2024	100-417-550	Printing and Postage	924
8929	PACIFIC OFFICE AUTOMATION	COF-KS23	Clerk	09/01/2024	544.91	09/19/2024	100-416-550	Printing and Postage	924
8929	PACIFIC OFFICE AUTOMATION	COF-KS23	CAO	09/01/2024	544.91	09/19/2024	100-414-550	Printing and Postage	924
8929	PACIFIC OFFICE AUTOMATION	COF-KS23	HR	09/01/2024	544.91	09/19/2024	100-413-550	Printing and Postage	924
8929	PACIFIC OFFICE AUTOMATION	COF-KS23	Utilities	09/01/2024	272.45	09/19/2024	510-810-550	Printing and Postage	924
8929	PACIFIC OFFICE AUTOMATION	COF-KS23	FMC	09/01/2024	544.91	09/19/2024	100-425-550	Printing and Postage	924
Total 8929:					3,269.46				
PAPE KENWORTH									
3097	PAPE KENWORTH	15623585	BLOCK HEATER	09/16/2024	165.01	09/19/2024	100-475-600	General Supplies	924
Total 3097:					165.01				
PK ELECTRICAL, INC.									
8719	PK ELECTRICAL, INC.	2320705	Progress Billing	07/02/2024	3,240.00		520-166100	Construction In Progress	724
Total 8719:					3,240.00				
PONTIFEX CONSULTING GROUP									
8613	PONTIFEX CONSULTING GROUP	2024-09-23	COMPENSATION STUDY	09/23/2024	21,250.00		100-413-322	Prof Serv-Other	924
Total 8613:					21,250.00				
PUBLIC EMPLOYEES BENEFITS PROG									
143	PUBLIC EMPLOYEES BENEFITS PROG	SEP 2024	RETIREE INSURANCE - #819	09/04/2024	223.77	09/19/2024	100-415-240	Group Insurance	924
143	PUBLIC EMPLOYEES BENEFITS PROG	SEP 2024	RETIREE INSURANCE - #819	09/04/2024	1.11	09/19/2024	510-810-240	Group Insurance	924
143	PUBLIC EMPLOYEES BENEFITS PROG	SEP 2024	RETIREE INSURANCE - #819	09/04/2024	268.39	09/19/2024	520-810-240	Group Insurance	924
143	PUBLIC EMPLOYEES BENEFITS PROG	SEP 2024	RETIREE INSURANCE - #819	09/04/2024	96.80	09/19/2024	100-605-240	Group Insurance	924
Total 143:					590.07				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	AUG 2024	#621 RETIREMENT CONTRIBUTIONS	08/31/2024	170,353.89	09/17/2024	100-216000 RETIREMENT PAYABLE	824
Total 144:					170,353.89			
PURCELL TIRE CO								
38	PURCELL TIRE CO	21665745	FRONT END ALIGNMENT	09/06/2024	117.65	09/19/2024	100-480-420 Outside Services	924
Total 38:					117.65			
PURCHASE POWER								
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - COURT	09/03/2024	17.83	09/30/2024	100-425-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - ANIMAL CONTROL	09/03/2024	1.66	09/30/2024	100-525-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - TRANSIENT LODGING	09/03/2024	.85	09/30/2024	225-575-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - PLANNING	09/03/2024	9.84	09/30/2024	100-610-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - CLERK	09/03/2024	57.43	09/30/2024	100-416-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - BUILDING	09/03/2024	1.28	09/30/2024	100-605-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - FINANCE	09/03/2024	17.16	09/30/2024	100-415-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - STREETS	09/03/2024	1.11	09/30/2024	100-475-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - SEWER	09/03/2024	.12	09/30/2024	520-810-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - WATER	09/03/2024	20.21	09/30/2024	510-810-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - CITY MANAGER	09/03/2024	.41	09/30/2024	100-413-550 Printing and Postage	924
3155	PURCHASE POWER	69812 SEP 24	SUPPLIES - CITY ATTORNEY	09/03/2024	4.89	09/30/2024	100-414-550 Printing and Postage	924
Total 3155:					132.79			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6625394	BILL #352	08/01/2024	92.52	09/12/2024	100-416-540 Advertising	824
152	RENO GAZETTE JOURNAL	6625394	BID FOR CAMILLE LIFT STATION	08/01/2024	673.52	09/12/2024	520-166100 Construction In Progress	824
152	RENO GAZETTE JOURNAL	6625394	4TH QTR RECEIPTS & EXPENSES	08/01/2024	110.76	09/12/2024	100-416-540 Advertising	824
Total 152:					876.80			
RENOWN HEALTH								
190	RENOWN HEALTH	3257956	MRN0713470	09/09/2024	40.00	09/19/2024	100-525-322 Prof Serv-Other	924
190	RENOWN HEALTH	3257956	MRN4540937	09/09/2024	120.00	09/19/2024	520-810-322 Prof Serv-Other	924
190	RENOWN HEALTH	3257956	MRN0804210	09/09/2024	25.00	09/19/2024	510-840-322 Prof Serv-Other	924
190	RENOWN HEALTH	3257956	MRN0873188	09/09/2024	120.00	09/19/2024	520-810-322 Prof Serv-Other	924
Total 190:					305.00			
ROMTEC, INC								
9024	ROMTEC, INC	INV1758	Restroom purchase for Main Street beautification project	09/05/2024	44,000.00	09/19/2024	220-480-684 Main Street Beautification	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 9024:					44,000.00				
SACRED VISIONS POWWOW COMMITTEE									
8669	SACRED VISIONS POWWOW COMMITTEE	FINAL RY24/25	Final R1 FY24/25 July-Dec	08/02/2024	6,066.67	09/19/2024	225-575-650	Community Support	824
Total 8669:					6,066.67				
SAFELITE AUTO GLASS									
6943	SAFELITE AUTO GLASS	4283-514988	marshals car	09/12/2024	805.52		100-480-420	Outside Services	924
Total 6943:					805.52				
SECTRAN SECURITY, INC.									
8629	SECTRAN SECURITY, INC.	24090594	ARMORED SERVICES-WATER	09/09/2024	198.94	09/19/2024	510-810-342	Tech Services-Other	924
8629	SECTRAN SECURITY, INC.	24090594	ARMORED SERVICES-GF	09/09/2024	198.94	09/19/2024	100-415-322	Prof Serv-Other	924
8629	SECTRAN SECURITY, INC.	24090594	ARMORED SERVICES-SEWER	09/09/2024	198.94	09/19/2024	520-810-342	Tech Services-Other	924
Total 8629:					596.82				
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL									
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	24-06	Surface water treatment consulting services	09/11/2024	1,500.00	09/19/2024	510-810-320	Prof Serv-Engineering	924
Total 8884:					1,500.00				
SHAW ENGINEERING									
1897	SHAW ENGINEERING	186505	Design services for new treated water reservoir	07/31/2024	2,425.00	09/19/2024	510-166100	Construction In Progress	724
1897	SHAW ENGINEERING	186586	Progress Payment	08/31/2024	1,541.20		520-166100	Construction In Progress	824
1897	SHAW ENGINEERING	186588	Progress payment	08/31/2024	2,206.20		510-166100	Construction In Progress	824
Total 1897:					6,172.40				
SILVER STATE ANALYTICAL LABORATORIES									
7856	SILVER STATE ANALYTICAL LABORATORIES	RN319416	WWTP Monitoring Well Samples	09/03/2024	502.00	09/19/2024	520-810-423	Outside Serv-Analytical	924
7856	SILVER STATE ANALYTICAL LABORATORIES	RN319674	monthly samples round 1	09/09/2024	286.00	09/19/2024	510-810-423	Outside Serv-Analytical	924
7856	SILVER STATE ANALYTICAL LABORATORIES	RN319745	PS canal samples	09/09/2024	1,025.00	09/19/2024	510-840-423	Outside Serv-Analytical	924
7856	SILVER STATE ANALYTICAL LABORATORIES	RN319876	3rd quarter DBP samples	09/13/2024	1,000.00	09/19/2024	510-810-423	Outside Serv-Analytical	924
7856	SILVER STATE ANALYTICAL LABORATORIES	RN320080	monthly samples round 2	09/18/2024	264.00	09/19/2024	510-810-423	Outside Serv-Analytical	924
Total 7856:					3,077.00				
SILVER STATE BARRICADE									
170	SILVER STATE BARRICADE	55276	fleet numbers	09/23/2024	149.52		100-480-610	Automotive Supplies	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 170:					149.52				
SIPPOLA, REENA G.									
8878	SIPPOLA, REENA G.	FMC24129	Punjabi - Jashendeep Singh	08/29/2024	440.00	09/19/2024	100-425-330	Prof Serv-Interpreter	824
Total 8878:					440.00				
SOSU TV CORP									
8909	SOSU TV CORP	WC1410	Fernley Focus Videos Sept24	09/03/2024	1,083.00	09/19/2024	100-413-322	Prof Serv-Other	924
Total 8909:					1,083.00				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	18971 SEP 24	910000818971 ACH	09/16/2024	30.24	10/07/2024	520-810-621	Natural Gas	924
204	SOUTHWEST GAS CORP	86744 SEP 24	910001086744 WTP	09/11/2024	286.80	09/30/2024	510-840-621	Natural Gas	924
Total 204:					317.04				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEP 2024-2	CHILD SUPPORT	09/20/2024	319.84	09/19/2024	100-219900	OTHER PAYROLL PAYABLES	924
Total 176:					319.84				
TAGGART & TAGGART LTD									
3275	TAGGART & TAGGART LTD	18278	Water Right Contract FY24/25 AUG	08/31/2024	10,969.12	09/19/2024	510-810-698	Water Rights Protection	824
Total 3275:					10,969.12				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2024400105063	PS sodium hypochlorite	09/09/2024	9,693.00	09/19/2024	510-840-617	Chemical Supplies	924
8646	THATCHER COMPANY, INC.	2024400105394	WWTP Chlorine	09/23/2024	5,152.05		520-810-617	Chemical Supplies	924
Total 8646:					14,845.05				
THE MEADOWS AT INGLEWOOD, LLC									
9028	THE MEADOWS AT INGLEWOOD, LLC	795206	REIMB FOR NV ENERGY, LIFT STATION AT INGLEWOOD	09/12/2024	4,595.09	09/19/2024	520-810-622	Electricity	924
Total 9028:					4,595.09				
TSK									
8714	TSK	21-058.00-26	CRRC 08/01/2024 through 08/31/2024	08/31/2024	31,386.50	09/19/2024	220-480-810	ARPA	824

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8714:					31,386.50			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	OCT 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	10/01/2024	1,900.00		510-810-550 Printing and Postage	1024
7344	U S POSTAL SERVICE	OCT 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	10/01/2024	1,900.00		520-810-550 Printing and Postage	1024
Total 7344:					3,800.00			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	2888049	hose for water truck	09/13/2024	382.42	09/19/2024	100-475-600 General Supplies	924
Total 8676:					382.42			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00480527	Chemical room signs and battery adapter	09/11/2024	211.62	09/19/2024	510-810-614 Shop Supplies	924
464	USA BLUEBOOK	INV00488053	injection valve assembly for well houses	09/18/2024	624.56	09/19/2024	510-810-614 Shop Supplies	924
Total 464:					836.18			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10287401	CREDIT REFUND	09/17/2024	125.12		010-115100 Cash Clearing-Utilities	924
2202	UTILITY DEPOSITS	11768712	CREDIT REFUND	09/16/2024	46.06		010-115100 Cash Clearing-Utilities	924
2202	UTILITY DEPOSITS	16587324	SEWER DEPOSIT REFUND	09/20/2024	80.00		520-228200 Customer Deposits	924
2202	UTILITY DEPOSITS	16587324	WATER DEPOSIT REFUND	09/20/2024	34.90		510-228200 Customer Deposits	924
2202	UTILITY DEPOSITS	21956702	CREDIT REFUND	09/17/2024	27.22		010-115100 Cash Clearing-Utilities	924
2202	UTILITY DEPOSITS	80000862	SEWER REFUND	09/19/2024	630.00		520-228200 Customer Deposits	924
2202	UTILITY DEPOSITS	80000862	WATER REFUND	09/19/2024	700.00		510-228200 Customer Deposits	924
2202	UTILITY DEPOSITS	8285808	WATER DEPOSIT REFUND	09/18/2024	37.61		510-228200 Customer Deposits	924
Total 2202:					1,680.91			
VANDERHEIDEN, JACOB RAY								
9027	VANDERHEIDEN, JACOB RAY	81424	PLANNING COMMISSION STIPEND	08/14/2024	80.00	09/19/2024	100-610-322 Prof Serv-Other	824
9027	VANDERHEIDEN, JACOB RAY	91124	PLANNING COMMISSION STIPEND	09/11/2024	80.00		100-610-322 Prof Serv-Other	924
Total 9027:					160.00			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9972742156	IT/CRRC	09/23/2024	96.10	09/19/2024	100-418-530 Communications	924
8495	VERIZON WIRELESS	9972742156	Waste Wtr Router	09/23/2024	91.95	09/19/2024	520-810-530 Communications	924
8495	VERIZON WIRELESS	9972742156	City Manager	09/23/2024	56.09	09/19/2024	100-413-530 Communications	924
8495	VERIZON WIRELESS	9972742156	Water Dist	09/23/2024	297.85	09/19/2024	510-810-530 Communications	924
8495	VERIZON WIRELESS	9972742156	Bldg & Safety	09/23/2024	333.43	09/19/2024	100-412-530 Communications	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8495	VERIZON WIRELESS	9972742156	Waste Wtr	09/23/2024	359.99	09/19/2024	520-810-530 Communications	924
8495	VERIZON WIRELESS	9972742156	City Attorney	09/23/2024	140.03	09/19/2024	100-414-530 Communications	924
8495	VERIZON WIRELESS	9972742156	FMC	09/23/2024	56.09	09/19/2024	100-425-530 Communications	924
8495	VERIZON WIRELESS	9972742156	WTP	09/23/2024	517.21	09/19/2024	510-840-530 Communications	924
8495	VERIZON WIRELESS	9972742156	Council	09/23/2024	167.92	09/19/2024	100-412-530 Communications	924
8495	VERIZON WIRELESS	9972742156	Finance	09/23/2024	64.04	09/19/2024	100-415-605 Minor Equipment	924
8495	VERIZON WIRELESS	9972742156	City Hall	09/23/2024	661.02	09/19/2024	100-417-530 Communications	924
8495	VERIZON WIRELESS	9972831801	52267 Aug 2-Sept 01 24	09/23/2024	40.01	09/19/2024	520-810-530 Communications	924
Total 8495:					2,881.73			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	SEP 2024-2	ROTH IRA	09/20/2024	210.00	09/20/2024	100-215000 457 PAYABLE	924
8591	VOYA FINANCIAL	SEP 2024-2	DEFERRED COMPENSATION, 457	09/20/2024	3,497.50	09/20/2024	100-215000 457 PAYABLE	924
Total 8591:					3,707.50			
WAGNER, CODY								
9013	WAGNER, CODY	91124	PLANNING COMMISSION STIPEND	09/11/2024	80.00		100-610-322 Prof Serv-Other	924
Total 9013:					80.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 SEP 24	6-82646-25001	09/03/2024	648.33	09/12/2024	100-417-412 Utility Serv-Refuse	924
447	WASTE MANAGEMENT	33001 SEP 24	11-60772-33001	09/05/2024	146.65	09/12/2024	100-417-412 Utility Serv-Refuse	924
447	WASTE MANAGEMENT	33005 SEP 24	11-60745-33005	09/05/2024	25.00	09/12/2024	510-840-412 Utility Serv-Refuse	924
447	WASTE MANAGEMENT	33009 SEP 24	11-60774-33009	09/05/2024	120.00	09/12/2024	510-810-412 Utility Serv-Refuse	924
447	WASTE MANAGEMENT	43003 SEP 24	11-60760-43003	09/05/2024	60.00	09/12/2024	520-810-412 Utility Serv-Refuse	924
447	WASTE MANAGEMENT	63002 SEP 24	11-74239-63002	09/03/2024	465.00	09/12/2024	100-575-412 Utility Serv-Refuse	924
447	WASTE MANAGEMENT	65007 SEP 24	6-82641-65007	09/03/2024	397.42	09/12/2024	100-475-412 Utility Serv-Refuse	924
447	WASTE MANAGEMENT	95009 SEP 24	8-29467-95009	09/03/2024	448.45	09/12/2024	100-575-412 Utility Serv-Refuse	924
Total 447:					2,310.85			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2409-101092	HOSE FOR VACTOR	09/05/2024	1,309.30	09/19/2024	100-475-600 General Supplies	924
Total 8571:					1,309.30			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	OCT 2024	SUPPLEMENTAL INSURANCE	10/01/2024	90.35		100-218100 Western Insurance Payable	1024
Total 881:					90.35			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11393679	PS Raw flow meter ARV replacement parts	08/29/2024	793.36	09/19/2024	510-840-601 Office Supplies	824
195	WESTERN NEVADA SUPPLY CO.	11407756	PS replacement pressure gauges	08/29/2024	95.24	09/19/2024	510-840-601 Office Supplies	824
195	WESTERN NEVADA SUPPLY CO.	11408313	PS sign backing board	08/29/2024	335.70	09/19/2024	510-840-601 Office Supplies	824
195	WESTERN NEVADA SUPPLY CO.	11414747	PS raw flow meter arv parts	09/05/2024	214.41	09/19/2024	510-840-601 Office Supplies	924
195	WESTERN NEVADA SUPPLY CO.	11414748	PS fire hose for cleaning tanks	09/12/2024	847.96	09/19/2024	510-840-614 Shop Supplies	924
195	WESTERN NEVADA SUPPLY CO.	11422808	PS tank cleaning nozzel	09/19/2024	197.64		510-840-614 Shop Supplies	924
195	WESTERN NEVADA SUPPLY CO.	11423172	1 1/2"" omni water meters	09/06/2024	1,530.64	09/19/2024	510-166100 Construction In Progress	924
195	WESTERN NEVADA SUPPLY CO.	11423174	B36 fiberlite box lids	09/09/2024	3,347.60	09/19/2024	510-810-613 Meter Service Supplies	924
195	WESTERN NEVADA SUPPLY CO.	11424661	sensus single port mxu	09/13/2024	3,789.36		510-166100 Construction In Progress	924
195	WESTERN NEVADA SUPPLY CO.	11445101	B36 FL boxes and extensions and 2"" poly pipe	09/23/2024	1,564.56		510-810-613 Meter Service Supplies	924
195	WESTERN NEVADA SUPPLY CO.	11445106	Storz fittings for fire hydrant	09/23/2024	2,019.78		510-810-613 Meter Service Supplies	924
195	WESTERN NEVADA SUPPLY CO.	19963360-2	mxu parts	09/06/2024	95.29	09/19/2024	510-810-613 Meter Service Supplies	924
Total 195:					14,831.54			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50028195454	Safety glasses	09/05/2024	89.00	09/19/2024	100-475-616 Safety Supplies	924
8852	WHITE CAP, L.P.	50028195454	Storm drain filters	09/05/2024	420.00	09/19/2024	100-475-600 General Supplies	924
Total 8852:					509.00			
WILLIAMS, BARRY REGINALD								
9018	WILLIAMS, BARRY REGINALD	91124	PLANNING COMMISSION STIPEND	09/11/2024	80.00		100-610-322 Prof Serv-Other	924
Total 9018:					80.00			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	184275	Mapping	08/31/2024	9,395.00		100-529-320 Prof Serv-Engineering	824
2454	WOOD RODGERS, INC.	184749	Conveyance Federal Lands to City of Fernley	08/31/2024	5,722.50		100-413-322 Prof Serv-Other	824
Total 2454:					15,117.50			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D40819	East Lift 801 upgrade parts	09/09/2024	7,914.68		520-810-605 Minor Equipment	924
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D41376	East Lift controls upgrade	09/12/2024	20,582.40		520-810-605 Minor Equipment	924
Total 8939:					28,497.08			
Grand Totals:					2,040,287.60			

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
SEPTEMBER 18, 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, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Frank McKay, City Manager Ben Marchant, City Attorney Aaron Mouritsen, HR Manager Mitzi Carter, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Senior Planner Shay League, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, Senior Project Manager Salvador Pleitez, Councilwoman Felicity Zoberski arrived at 5:23pm.

1.3. Public Forum

Mayor Neal E. McIntyre commented that he was very disappointed in the attacks that have been made on city staff when they are doing their job by following ordinances and codes set by the City Council. The City Council can change these codes or ordinances to better meet the needs of the community, and that's their job. He encouraged the public to direct their comments and concerns directly to the City Council without attacks on the integrity or character of staff. He values the input from the public. He encouraged the residents to bring their concerns forward so that we may better address the issues.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA AS PRESENTED. **Action:** Withdrawn.

Motion: I MOVE TO APPROVE THE AGENDA WITH ITEM 5.1 MOVED TO THE FRONT OF ITEM 3.

Action: Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan, **Absent:** Councilwoman Zoberski.

City Attorney Mouritsen stated that NRS. 266 requires that Item 5.1 be passed unanimously by the entirety of council. It would be better to table this until Councilman Zoberski arrives.

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.

2.4. Possible action to approve the Mayor's appointment of Julianne Holt as an alternate for the Fernley Planning Commission.

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

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

Chief Deputy Mitch Brantingham, LCSD, started by thanking Fernley Animal Control who were able to help at the office when a newborn kitten was left on the counter. Mug Shot Monday is going to be modified due to a decision by The 9th Circuit Court in Arizona which governs us here in Nevada as well as Arizona. In Arizona, they were doing a similar program, but they were posting more private information from citizens on their site. We are anticipating that this case goes to the Supreme Court. Deputy Holland reports that things are going well at the schools. The department will be participating in the following events: the NAMI Walk on October 12, at the Out of Town Park; Silver Springs Founders Day on October 12th. Sheriff Pope is going to be their Grand Marshal in that parade; Dayton Valley Days; and Spooktacular, October 31. The department also participated in the 9/11 Memorial at the Out of Town Park.

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

Ben Marchant, City Manager, stated that Spooktacular will be held October 31st, and the city is still welcoming donations and volunteers. The girls' softball grand slam tournament has two more tournaments coming up on October 5th and 6th and October 26th and 27th. The City Clerk will be open for early voting from October 19th through November 1st here at City Hall. You can go to the City News flash contact, and you can contact the City Clerk's office for more information. He also recognized a couple of employees for some outstanding accomplishments. Our new Animal Services Assistant completed customer service in the shelter training; Goldie Henderson acquired a notary; and Bailey Scott has also obtained her B1 Certification for building inspection. He also read a letter received from Freedom Forever expressing their gratitude to the city of Fernley's building department.

Councilwoman McKay reported that the special meeting for the builders and developers was canceled due to the city council special meeting tomorrow and will be rescheduled. She also congratulated City Attorney Mouritsen on becoming an instant parent last Monday.

Councilman Torres expressed his congratulations to City Attorney Mouritsen.

Councilman Lau expressed his congratulations to City Attorney Mouritsen.

Councilman Hanan expressed his congratulations to City Attorney Mouritsen. He stated he attended the 9/11 ceremony and is very proud of the City of Fernley, local law enforcement services and the Nevada Veterans Coalition for the amazing presentation. It's good to see the community come together. He also attended the Canal Wine Lounge grand opening, and encouraged everyone to go check it out. It's at the Meadows shopping Center. Squeeze Inn is doing a soft opening all week, and they are doing their grand opening this weekend. We're very excited to have them both in Fernley.

Mayor McIntyre congratulated City Attorney Mouritsen. He added he gave a speech at the 9/11 Memorial ceremony. He read a letter addressed to members of the Fernley City Council from Greg Evangelos and Todd Perdula. Mr. Evangelos and Mr. Perdula thanked the members of the city staff and elected officials. Recently, an application was filed with the City of Fernley relating to the potential construction and occupancy of Tractor Supply. This letter is to commend all the various parties who facilitated this process.

Councilwoman Felicity Zoberiski arrived at 5:23.

Councilwoman Zoberiski reported that the 12U girls and the 14U girls walked away with the championship from the Fernley Youth Softball Tournament held at the Out of Town Park.

Item 5.1 was heard after Reports

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal E. McIntyre read the proclamation for Constitution Week.

5. ORDINANCES

5.1. For possible action — Discussion and possible action on an ordinance providing for the issuance of the City of Fernley, Nevada, General Obligation (Limited Tax) Water Refunding Bond

(Additionally Secured by Pledged Revenues), Series 2024, in an aggregate principal amount not to exceed \$30,000,000; providing the form, terms and conditions thereof and covenants relating to the payment of the Bond; and providing for adoption of the ordinance as if an emergency exists.

Robert Carson, City Treasurer, stated that there is no presentation tonight. A few weeks back we heard the resolution to authorize the sale of these bonds. This will be the ordinance and it will be issued in one reading instead of two, due to the sensitivity of interest rates.

Councilman Torres asked about selling the bonds and what we would be doing with the money.

Marty Johnson, JNA Consulting, stated that the money is going to be used to pay off the city's 2015 bonds. We are refinancing based on current rates we expect that we will save approximately \$1.2 million over the life of the bonds. This is a deal that we are doing through the State of Nevada. The city will sell their bonds to the State and that interest rate will be locked in on October 16th.

Mayor called for public input. There was none.

Motion: I MOVE TO APPROVE THE 2024 BOND ORDINANCE. **Action:** Approved. **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5, **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

5.2. Introduction and first reading of Bill #354, regarding a proposed zoning map amendment (ZMA24003) submitted by Wood Rodgers on behalf of Douglass Development to request a zone change from Neighborhood Commercial (C1) to General Commercial (C2) on a parcel ±5.00-acres in size and generally located north of Farm District Road between Camille Drive and Jenny's Lane (APN: 020-351-08).

Shay League, Senior Planner, presented the introduction and first reading of Bill #354. In April 2005, City Council approved a 10-acre project named "Farm District Commercial". Though infrastructure for this project was constructed, the project was ultimately abandoned due to the recession of 2008. The initial project approval has expired. The current applicant, Douglass Development, purchased this 5-acre portion of the former project in May 2023; the remaining 5-acres of the former project are owned by a separate investor. All 10 acres of this former project, to include the applicant's 5-acre parcel, are zoned C1. The applicant has requested to rezone their 5-acre parcel from C1 to C2. The land use designated in the Master Plan is Commercial. The "mini warehouse" use is not currently permitted within the C1 zone, so a zoning map amendment is still necessary for this project to move forward without first completing a code amendment. If the Planning Commission and Council desire quick approval for this project, staff advise an interim measure whereby the zoning map is approved but is also conditioned to only allow the "mini warehouse" use. The addendum to this bill was provided to council. There are 3 conditions of approval listed in the staff report for this item, but we determined that they should be included in the bill itself to ensure that it gets recorded at the Lyon County Recorder's office alongside the bill.

6. PRESENTATIONS

6.1. Compensation Study Presented by Pontifex Consulting Group, LLC

Peter Ronza, Pontifex Consulting Group, presented the highlights of the study. He explained the minimum and maximum value for the skill sets for the employees at the city of Fernley in relation to competitive labor market, where you go to attract and retain. Once you know the minimum and maximum, then you go into the individual people and look at their longevity, experience, productivity, performance, certifications, licenses, etc., and then you can determine within that minimum and maximum where the actual employee falls.

Councilman Albert Torres stated that they asked to have the cities of Reno and Sparks to be excluded from the comparison because we don't compete with either the population or general funds. Washoe County has a general fund budget of 350 million dollars. How does Washoe County, with a \$350 million-

dollar general fund budget compare to the city of Fernley with a \$20 million dollar general fund budget? We don't have the size, the infrastructure, the income, and the responsibilities.

Peter Ronza stated that it depends on your compensation philosophy as to why this would be added to the list. The problem with comparable groups is you can structure them over in a variety of ways depending on your philosophy. You can go by population, you can go by service area, you can go by a variety of reasons. You can't ignore your neighbors, and we call that commutable distance, because if you do have a comparable that is larger than you, but they are close enough that an employee would not have to move, would not have to take their kids out of school, you're not going to pay what that institution pays, but you need to know what they're paying so you can get that sweet spot.

Councilman Torres asked if different requirements, education and degree certifications were compared.

Peter Ronza stated that they compared job description to job description, because that's the only way you can do a compensation study. When you're looking at scope, when you're looking at directors, when you're looking at managers and supervisors, we do look at scope of authority. The other side of that is another entity could have a position that is responsible for a certain function, and they may have their own reasoning behind having that kind of a requirement. What we look at when we look at the job description is, is that requirement over and above what would be necessary for that job. Requirements are only one part of that equation, though you have to look at the scope of authority, especially with management, supervisory director jobs, and the responsibilities and duties. If they don't match up, they are not going to be included in this study.

Councilman Torres asked staff if they're given directions by council to look at like entities and take out Reno and Sparks why would we put in another entity with the same average with Washoe County? All you did was change titles, but the money's the same.

Mayor stated that the reason he believes Reno, Sparks and Washoe County, all 3 should be used. These are who we're losing people to, regardless of what their budgets are.

Ben Marchant, City Manager, stated that Washoe County was not added, it was included in the wage study that was done last fall. Reno and Sparks were specifically asked to be removed, that one was not.

Councilwoman Zoberski stated we gave him that list to make the comparison to do that job. We pretty much directed them to do the same wage comparison that we did inside because Reno and Sparks are the main contributors to Washoe County. You can see how that would be confusing as a council. When she saw the compensation study that was done from the outside, it was disappointing because Washoe County was in there. The biggest contributors to Washoe County's budget are Reno and Sparks. It felt like the same study we did on the inside. It came out as a total waste of \$20,000, because we asked to remove those cities because their budgets were so much larger than ours, it was so that we could see the difference. She thanked Pontifex Consulting for the presentation and compensation study that they did. She stated she was not upset about the way the compensation study was presented, she was disappointed in the list that they were given to perform the compensation study.

Councilman Hanan stated we don't have the ability to operate without functioning departments, so adjustments must be made to retain staff. Other communities are expressing the same frustration that they don't have the ability to do the same things that Reno, Sparks or Carson City do, but they don't have a choice, so they're having to make difficult decisions to retain staff. The bigger discussion is how do we make those accommodations to employ people that are qualified to do the job and at the same time balance our budget. This year we were lucky enough to do that.

Councilwoman Fran McKay stated that she doesn't believe most of the reason employees leave is because the pay is better in Reno and Sparks, it has to do with management of departments. We have many people in our employ that have been here a long time, regardless of the pay they were receiving. They have stayed because they like their jobs.

Councilman Stan Lau thanked Pontifex stating they did a great job, whatever you compared. It's Nevada.

7. PUBLIC HEARINGS

7.1. A workshop to review and discuss revisions to Chapter 32.3 (Administration) of the City of Fernley Development Code.

Michele Rambo, Planning Director, requested to table this item indefinitely.

Mayor McIntyre called for public input and there was none,

Motion: MOVE TO POSTPONE THIS ITEM INDEFINITELY. **Action:** Approved, **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible action to request a future agenda item proposing a modification to the ordinance to allow for waivers or deferral in the Development Code regarding curbs, gutters and sidewalks. (Councilwoman Zoberski)

Motion: I MOVE TO BRING THIS ITEM BACK AS A FUTURE AGENDA ITEM TO PROPOSE A MODIFICATION TO THE ORDINANCE TO ALLOW FOR WAIVERS OR DEFERRAL IN THE DEVELOPMENT CODE REGARDING CURBS, GUTTERS, AND SIDEWALKS. **Action:** Approved.

Moved by: Councilwoman Felicity Zoberski, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, Councilman Hanan, **No:** Councilman Lau.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Fran McKay inquired about getting streetlights at crosswalks. Secondly, in West Newlands there is a double yellow line, which is illegal to cross, all the way down the street almost to Flint Street. Anybody coming out of Silverado and wanting to go to the traffic light is violating the law.

Mayor McIntyre stated that he would contact NDOT on both issues.

10. PUBLIC FORUM

Tammy Ditman, Fernley resident, asked to have an accounting of the cost and budget of the resource center along with what has been given and what is remaining, put on the next agenda.

Ben Marchant, City Manager, stated that at the City Council's request there will be a public work session on Wednesday, October 16th from 4 pm to 5 pm, specifically to talk about the history and progress of the CRC.

Julianne Holt (Zoom) asked for clarification on Item 2.4. The Mayor stated that approval for the appointment of Julianne Holt as an alternate for the Planning Commission was approved.

Councilwoman Felicity Zoberski asked if the City got a copy of the It was for their 5-year master-plan presentation that Lyon County School district did on September 17th or if we could obtain a copy of that presentation.

Mayor McIntyre stated that he attended the Lyon County School Districts presentation at the high school, and he would see about getting a copy of the presentation for the Council.

The next meeting will be October 2, 2024, at 5:00 pm.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:19 pm.

Approved by the Fernley City Council on October 2, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
SEPTEMBER 19, 2024**

Mayor Neal E. McIntyre called the meeting to order at 3:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski (Zoom), Councilman Albert Torres (Zoom), Councilwoman Fran McKay (Zoom), City Manager Ben Marchant, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Special Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Public Works Director Barry Williams, Senior Project Manager Salvador Pleitez. **Absent:** Councilman Stan Lau.

1.3. Public Forum

None at this time.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. Possible Action to approve a settlement agreement with the Truckee-Carson Irrigation District resolving the litigation between the parties in Tenth Judicial District Court Case Nos. 22-10DC-0868 and 23-10DC-0332

David Rigdon, Taggart & Taggart, stated he appreciates all the work that went into the mediation, and the council members who attended that mediation. He stated that he believes it's the best settlement we could get, and we can now move forward and do something positive from here.

Councilman Albert Torres asked Mr. Rigdon to create a press release that would itemize all the items that were settled.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA AS PRESENTED WITH THE STIPULATION WE GET A PRESS RELEASE. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, Councilman Hanan.

3. PUBLIC FORUM

None at this time.

The next City Council meeting will be October 2, 2024, at 5:00 pm.

4. ADJOURNMENT

Report Criteria:

License.Status = "Active"

Business.Origination date = 9/12/2024-9/25/2024

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Perez Roofing LLC		Thomas Perez	315 J Street	Sparks	NV	89431	775-358-7283	Contractor	Roofing Contractor #724
Maria J. Freeman		Maria Freeman / Eri	1075 Sage St.	Fernley	NV	89408	209-237-7937	Residences used for s	Short term rentals
Jim-N-I Inc.	Squeeze In	James Gurnea / Tr	1420 Highway 95 North, S	Fernley	NV	89408	775-741-4244	Restaurant/Fast Food/	Restaurant
Jim-N-I Inc.	Squeeze In	James Gurnea / Tr	1420 Highway 95 North, S	Fernley	NV	89408	775-741-4244	Restaurant/Fast Food/	Restaurant
Lilac Solutions, Inc.		Corporation	1700 20th St.	Oakland	CA	94607	678-773-4905	Contractor	Gen Engineering/Electric
Crest Heights Company of Nevada		Douglas W. Bailey	3110 Newcastle Cir	Elko	NV	89801	775-777-7773	Contractor	General Building Contrac
Urgent Home Health Care, Inc	1Care Home Health Care Ren	Andrew Edrosa	300 S. Wells Ave Ste 7	Reno	NV	89502	775-357-9743	In Home Personal Car	Home Health Provider/Sk
JAK Nevada LLC	Sure Clean Car Wash	Jason Gilbert and K	1530 E Newlands Dr	Fernley	NV	89408	509-619-8004	Car Wash & Mobile De	Car Wash
Big Rig Truck Repair and Towing Inc.		President, Kamarvir	500B Truck Inn Way	Fernley	NV	89408	408-623-3686	Repair Services	Truck Repair
Freedom Espresso, LLC		Christy Womack	800 E. Main St	Fernley	NV	89408	775-233-0333	Restaurant/Fast Food/	Mobile Coffee Trailer
Big Flavors, LLC	Fire Forno	Frank Cresci	1046 Inglewood Drive, Suit	Fernley	NV	89408	775-980-6370	Restaurant/Fast Food/	Restaurant
Big Flavors, LLC	Fire Forno	Frank Cresci	1046 Inglewood Drive, Suit	Fernley	NV	89408	775-980-6370	Restaurant/Fast Food/	Restaurant
JT Ranch, LLC		Thomas Moxley Jr /	10 Worsham Ct	Fernley	NV	89408	562-233-5831	Business Specific Prof	Therapeutic ranch
LGCY Power LLC		Douglas Robinson	3333 N Digital Dr Ste 600	Lehi	UT	84043	801-404-1994	Wholesale and/or Reta	Solar product sales
Lucky 7 Detail, LLC		Joshua and Alexis	112 Primrose Dr	Fernley	NV	89408	775-420-6969	Automotive Sales/Part	Automotive mobile car de
Grand Totals:									
15									

Report Criteria:

License.Status = "Active"

Business.Origination date = 9/12/2024-9/25/2024



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

220-480-684

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the purchase of the ADA Restroom Facility for the Fernley Depot Amenity Building/ADA Compliant Restroom in the amount of \$231,041.32 as part of the Community Development Block Grant (CDBG).

AGENDA ITEM BRIEF:

Staff is seeking approval to purchase of the ADA Restroom Facility for the Fernley Depot Amenity Building/ADA Compliant Restroom in the amount of \$231,041.32 as part of the Community Development Block Grant (CDBG).

RECOMMENDED MOTION:

"I move to approve the purchase of the ADA Restroom Facility for the Fernley Depot Amenity Building/ADA Compliant Restroom in the amount of \$231,041.32."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to purchase the ADA Restroom Facility for the Fernley Depot Amenity Building/ADA Compliant Restroom Project and let the grant expire.

BACKGROUND:

The approval sought would allow staff to procure an ADA-compliant restroom for the Fernley Depot Amenity Building, supported by a grant from the Nevada Community Development Block Grant (CDBG).

In 2021, staff submitted an application for the CDBG. Subsequently, in June 2022, a grant of \$395,000 was awarded to the City of Fernley.

In August 2023, a contract was awarded to Wood Rodgers for engineering and design services. Wood Rodgers is currently engaged in developing designs and is progressing toward completing the final civil plans.

Due to ongoing construction at the site designated for the Community Resource and Response Center (CRRC), progress on this project has experienced delays that may impact some areas of CRRC's construction zone. City staff have been informed that this particular CDBG expired on June 30, 2024. In response, staff requested and received a one-time six-month extension. December 30, 2024 now serves as the new expiration date for this grant.

To accommodate this revised timeline of the grant's new expiration date, city staff consulted with CORE Construction—the construction firm for CRRC—to secure permission to utilize necessary space required to successfully complete our project.

City Staff reached out to Romtec for a proposal for an ADA Restroom Facility. The City of Fernley has a purchasing agreement with Sourcewell, Contract #01521-LTA that Romtec participates in. City staff reached out and received quotes. Once quotes were received, a copy of that was sent to CDBG for approval. The proposal has met the requirements for the grant.

Pursuant to NRS 332.195, a governing body or its authorized representative may enter into a purchasing contract by a cooperative purchasing organization. Sourcewell is a cooperative purchasing organization and the City of Fernley is a member of the organization. Sourcewell advertises and bids for different goods and services so that governmental organizations do not have to create their own bid documents and advertisements for each purchase. Sourcewell identifies the lowest bidders for each product on their website and each governmental agency can then select what they need, knowing that it has gone through a competitive selection process required by state law.

Scheduling for this ADA facility is attached for reference and shows that the restroom will arrive by December 20, 2024. The Restroom facility includes two restroom areas both equipped with 2 toilets and a sink, and is ADA accessible. A mechanical room, a storage room, and a concession area with a roll up window for future events. The outside of the facility closely resembles the color of the train depot. Yellow paint, brown siding, and a green roof.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332 Purchasing: Local Governments

NRS 332.195 Entering into contract pursuant to solicitation by other governmental entities or cooperative purchasing organizations

FINANCIAL IMPLICATIONS:

The funding for the Fernley Depot Amenity was approved for the current fiscal year 2024/2025. The funding is coming from the \$395,000 CDBG Grant that was awarded in June 2022 with a local cash amount of \$45,000.

ATTACHMENTS:

1. Romtec ADA Restroom Proposal
2. Fernley (NV) Schedule
3. Design and Spec

Romtec - Fernley Main St.

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

A	B	C	D	E	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED	% (G/C)	BALANCE TO
			FROM PREVIOUS	THIS PERIOD			
	Building One (1)						
001	Delivery of Design Submittal (SSDS) (due prior to Romtec commencing production)	\$ 44,000.00			\$ -	0%	\$ 44,000.00
002	Delivery of Sealed Plan Set	\$ 44,000.00			\$ -	0%	\$ 44,000.00
003	Ready to ship building package	\$ 135,498.57			\$ -	0%	\$ 135,498.57
004	Freight	\$ 7,542.75			\$ -	0%	\$ 7,542.75
005	Sales Tax **Calculated at delivery**	TBD					
	Change Orders						
	GRAND TOTALS	\$ 231,041.32	\$ -	\$ -	\$ -	0%	\$ 231,041.32

Notes:

- All payments are due NET 30 of invoice date, except the first milestone (Line 001) is due prior to Romtec commencing production of the order.
- Romtec reserves the right to require receipt of payment for completed milestones before proceeding with the next milestone.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.

Please sign to acknowledge acceptance of this schedule of values:

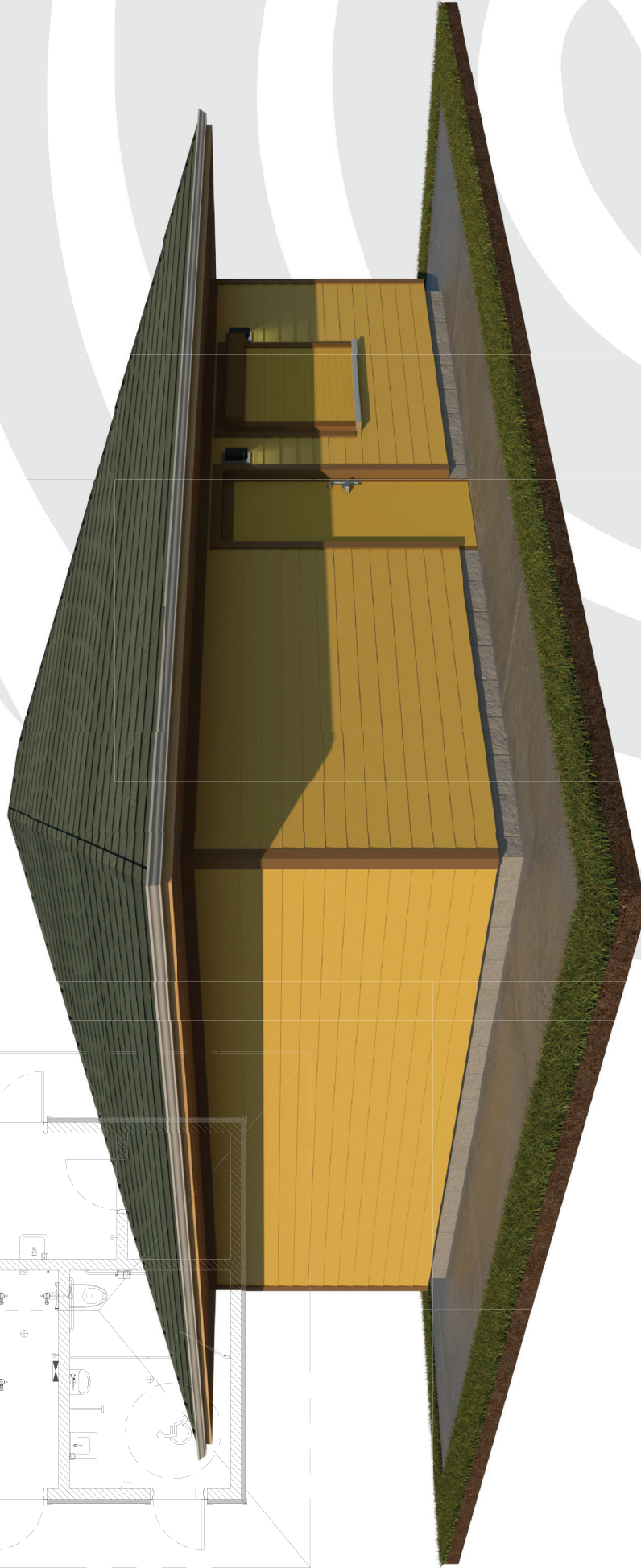
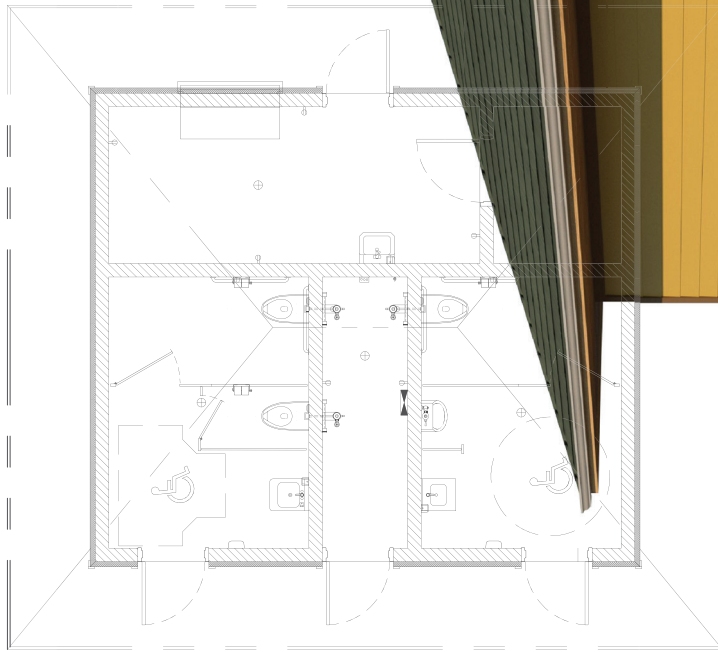
Kari Weitzel
Signature

8/15/2024
Date

ID	Task Name	Duration	Start	Finish	D	Half 1, 2024						Half 2, 2024						Half 1, 2025		
						J	F	M	A	M	J	J	A	S	O	N	D	J	F	
1	Provide PVE SSDS to City of Fernley	0 days	Tue 9/3/24	Tue 9/3/24										9/3						
2	City of Fernley to Review PVE SSDS	2 wks	Tue 9/3/24	Mon 9/16/24																
3	City of Fernley to Provide Comments	0 wks	Fri 9/6/24	Fri 9/6/24										9/6						
4	City of Fernley to Provide Submittal Approval	0 days	Mon 9/16/24	Mon 9/16/24																
5	Romtec to Create Sealed Planset	4 wks	Mon 9/16/24	Fri 10/11/24																
6	City of Fernley to Provide Notice to Proceed	0 days	Mon 9/16/24	Mon 9/16/24																
7	Romtec to Produce Building Package	14 wks	Mon 9/16/24	Fri 12/20/24																
8	City of Fernley to Submit Sealed Planset to Building Department	0 wks	Fri 10/11/24	Fri 10/11/24																
9	Building Department Review of Sealed Planset	60 days	Mon 10/14/24	Fri 1/3/25																
10	Romtec to Deliver Building Package	0 wks	Fri 12/20/24	Fri 12/20/24																



Project: Fernley Train (NV) Date: Tue 9/3/24	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(503) 685-0201 FAX (503) 685-0203

FERNLEY MAIN ST. DEPOT PLAZA

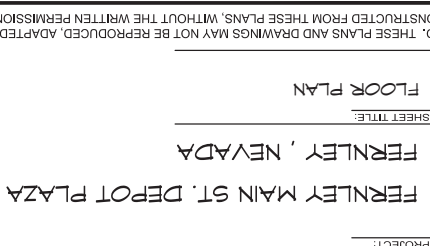
FERNLEY, NEVADA

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PRELIMINARY

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ROMTEC
www.romtec.com
(541) 496-3541 FAX (541) 496-0903



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

PRELIMINARY

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FERNNLEY MAIN ST. DEPOT PLAZA
FERNNLEY, NEVADA

PROJECT # 2290
SHEET TITLE: EXTERIOR ELEVATION VIEWS

DATE 08/02/24

DRAWN BY JS/NP

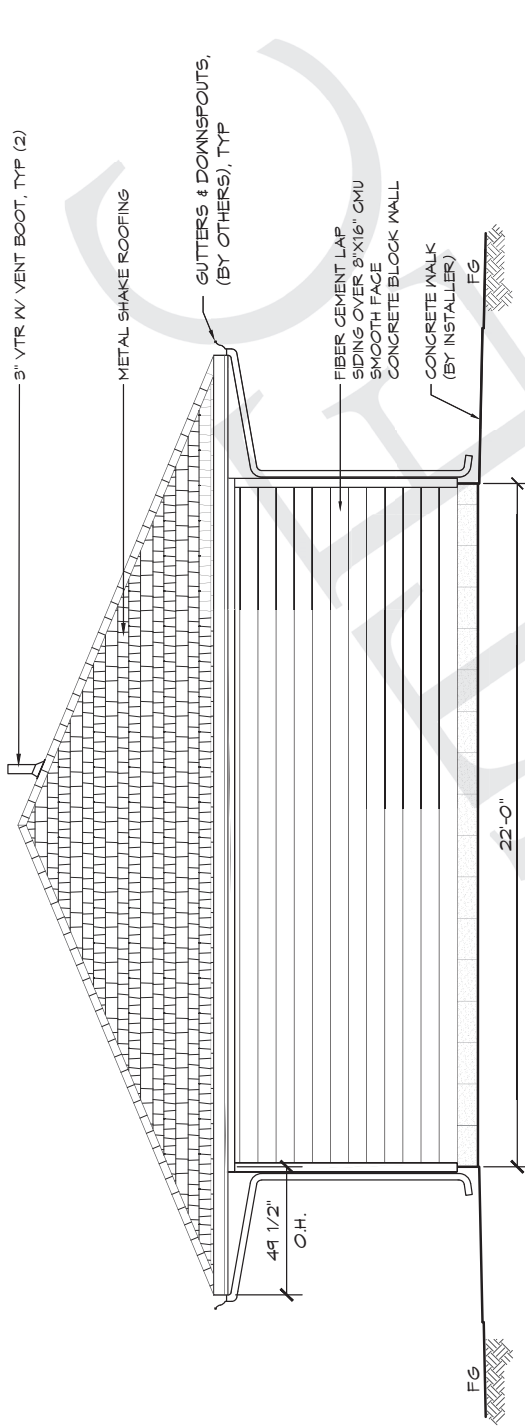
REV. BY

DATE

REVISIONS

2

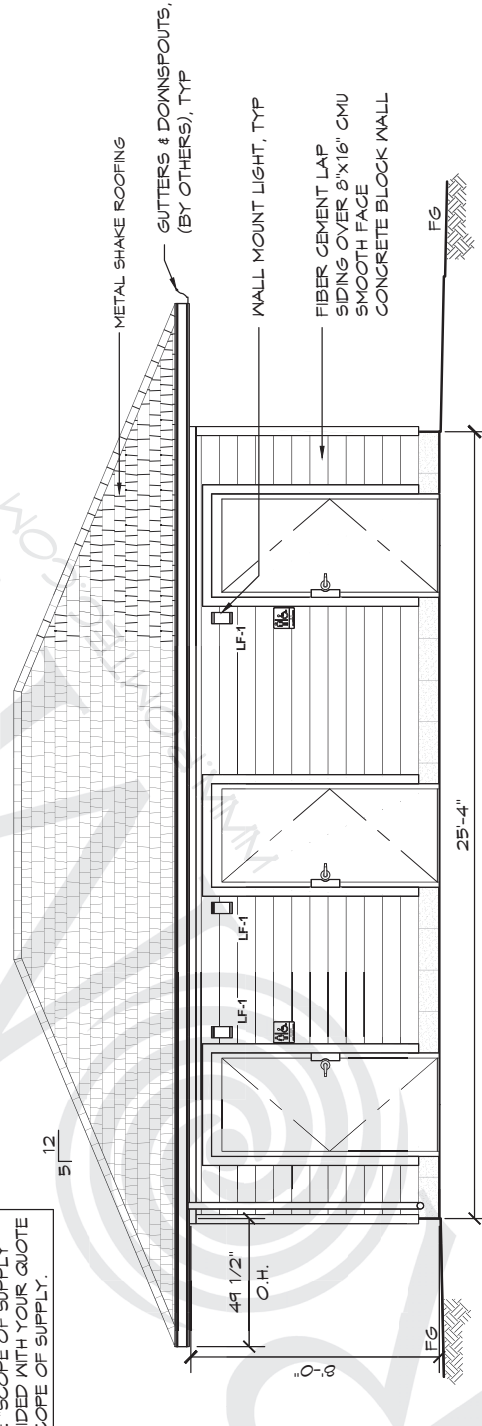
SHEET NO.



A ELEVATION VIEW

SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



B ELEVATION VIEW

SCALE: 1/4" = 1'-0"



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-745

510-166-100

520-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to award a contract with A&K Earth Movers, Inc. for Construction Services for Shadow Lane an amount of \$5,440,000.00 plus a 5% contingency.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract with A&K Earth Movers, Inc for construction services for Shadow Lane Reconstruction Project for the amount not to exceed \$5,440,000.00 plus a 5% contingency.

RECOMMENDED MOTION:

"I move to approve a contract with A&K Earth Movers, Inc for construction services for Shadow Lane Reconstruction Project for the amount not to exceed \$5,440,000.00 plus a 5% contingency."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to award this contract and not move on with construction for Shadow Lane.

BACKGROUND:

Shadow Lane is a critical East-West Collector for the City and is used for both residential and commercial access. Shadow LN West, between US-50A/95A and SR 828 (Farm District Road), is currently in a state of disrepair with a Pavement Condition Index (PCI) ranging between 0 to 50. These PCI rankings indicate pavement maintenance is no longer appropriate for these sections of roadway and that reconstruction is required.

The road also has areas of missing curb gutter and sidewalk and drainage issues that will need to be addressed to prevent future deterioration of the roadway. Sanitary sewer and water infrastructure will be evaluated for replacement and/or upsizing within the project area.

NCE was awarded a contract for engineering design services in 2021. Those plans have reached 100%. Lumos & Assoicater were awarded a contract for construction management and inspections services July 2024.

This project was advertised in the Reno Gazette Journal and Lyon County News Leader between the dates of August 21, 2024- September 4th, 2024. With a bid opening date of September 12, 2024. The list of the bidders and the total bid prices for this project are included in Lumos' Recommendation of Award, attached to this agenda report.

After reviewing the bids, staff recommends awarding the contract to A&K Earth Movers, Inc for a contract amount of \$5,440,000 plus a 5% contingency.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

100-475-745 (GF) - \$5,555,000
510-166-100 (Water) - \$1,815,000
520-166-100 (sewer) - \$400,000

Total for FY24/25: \$7,770,000

Existing Contracts:

Lumos and Associates for Construction and Inspection Services for an amount of \$572,905

NCE for Design Services for an amount of \$591,430 at 100% design \$419,053.29 has been expended

ATTACHMENTS:

1. LY-2024-271_Shadow Lane Reconstruction Project_Recommendation for Award_09.13.2024
2. Agreement Between Owner and Contractor (Shadow Ln)



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

September 13, 2024

Kari Weitzel, Project Manager
City of Fernley Public Works Department
595 Silver Lace Boulevard
Fernley, NV 89408

**Subject: Shadow Lane Reconstruction Project
Recommendation of Award**

Dear Kari:

As you are aware, bids for the above referenced project were received and opened on September 12, 2024. Five (5) bids were received with A&K Earth Movers, Inc. having the lowest total bid of \$5,440,000.00.

A&K Earth Movers, Inc., a Nevada contractor licensee, is of good standing and their bid was found to be complete. Therefore, we recommend that award be considered to A&K Earth Movers, Inc. in the amount of \$5,440,000.00.

A Bid Tabulation has been attached for your reference. If you have any questions, please contact me at (775) 827-6111.

Sincerely,

A handwritten signature in blue ink that reads 'Matthew Wimberley'.

Matthew Wimberley
Project Coordinator
Construction Division

Attach: Bid Tabulation
Bid Opening Attendance Sheet
Bid Submittal Checklist

CITY OF FERNLEY - BID TABULATION

PROJECT: SHADOW LANE RECONSTRUCTION PROJECT
PWP# LY-2024-271

BID OPENING: March 6, 2024

1:00 PM

Item No.	Base Bid	Unit	* Apparent Low Bidder *												
			Engineer's Estimate			A&K Earth Movers		Sierra Nevada Construction		F.W. Carson		Spanish Springs Construction		Q&D Construction	
			Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION AND DEMOBILIZATION	LS	\$353,000.00	1	\$353,000.00	\$714,256.00	\$714,256.00	\$200,000.00	\$200,000.00	\$173,200.00	\$173,200.00	\$38,563.00	\$38,563.00	\$600,000.00	\$600,000.00
2	PROVIDE TRAFFIC CONTROL	LS	\$266,000.00	1	\$266,000.00	\$300,000.00	\$300,000.00	\$140,888.75	\$140,888.75	\$246,300.00	\$246,300.00	\$200,000.00	\$200,000.00	\$556,074.00	\$556,074.00
3	TEMPORARY EROSION CONTROL	LS	\$9,000.00	1	\$9,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$36,900.00	\$36,900.00	\$32,000.00	\$32,000.00	\$30,000.00	\$30,000.00
4	CLEARING AND GRUBBING AND MISCELLANEOUS REMOVALS	LS	\$10,500.00	1	\$10,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$61,400.00	\$61,400.00	\$19,250.00	\$19,250.00	\$20,000.00	\$20,000.00
5	REMOVE COMPOSITE SURFACE	SY	\$35.00	1,935	\$67,725.00	\$65.00	\$125,775.00	\$18.00	\$34,830.00	\$24.00	\$46,440.00	\$35.00	\$67,725.00	\$10.00	\$19,350.00
6	REMOVE LANDSCAPE CURB	LF	\$9.00	21	\$189.00	\$8.50	\$178.50	\$10.00	\$210.00	\$142.00	\$2,982.00	\$7.00	\$147.00	\$25.00	\$525.00
7	REMOVE PCC SIDEWALK	SF	\$4.00	7,980	\$31,920.00	\$8.00	\$63,840.00	\$5.00	\$39,900.00	\$3.60	\$28,728.00	\$4.70	\$37,506.00	\$7.00	\$55,860.00
8	REMOVE PCC DRIVEWAY	SF	\$6.00	4,645	\$27,870.00	\$8.00	\$37,160.00	\$6.50	\$30,192.50	\$3.50	\$16,257.50	\$7.00	\$32,515.00	\$11.00	\$51,095.00
9	REMOVE PCC CURB AND GUTTER	LF	\$14.00	2,301	\$32,214.00	\$16.00	\$36,816.00	\$24.00	\$55,224.00	\$18.00	\$41,418.00	\$20.00	\$46,020.00	\$17.00	\$39,117.00
10	REMOVE PCC VALLEY GUTTER	SF	\$4.00	9,733	\$38,932.00	\$7.00	\$68,131.00	\$7.50	\$72,997.50	\$3.60	\$35,038.80	\$8.00	\$77,864.00	\$9.00	\$87,597.00
11	REMOVE AC DRIVEWAY	SF	\$10.00	1,100	\$11,000.00	\$8.00	\$8,800.00	\$6.10	\$6,710.00	\$3.30	\$3,630.00	\$5.50	\$6,050.00	\$9.00	\$9,900.00
12	REMOVE AC MULTI USE PATH	SF	\$10.00	265	\$2,650.00	\$3.50	\$927.50	\$4.35	\$1,152.75	\$10.80	\$2,862.00	\$5.40	\$1,431.00	\$9.00	\$2,385.00
13	REMOVE SWITCH PANEL PAD	SF	\$7.00	11	\$77.00	\$40.00	\$440.00	\$15.00	\$165.00	\$257.00	\$2,827.00	\$4.00	\$44.00	\$100.00	\$1,100.00
14	REMOVE CATCH BASIN	EA	\$800.00	6	\$4,800.00	\$1,500.00	\$9,000.00	\$1,800.00	\$10,800.00	\$2,700.00	\$16,200.00	\$425.00	\$2,550.00	\$950.00	\$5,700.00
15	REMOVE STORM DRAIN MANHOLE	EA	\$3,000.00	4	\$12,000.00	\$2,500.00	\$10,000.00	\$4,200.00	\$16,800.00	\$5,000.00	\$20,000.00	\$565.00	\$2,260.00	\$1,150.00	\$4,600.00
16	REMOVE STORM DRAIN	LF	\$150.00	249	\$37,350.00	\$95.00	\$23,655.00	\$39.00	\$9,711.00	\$107.00	\$26,643.00	\$140.00	\$34,860.00	\$65.00	\$16,185.00
17	REMOVE SANITARY SEWER MAHOLE	EA	\$1,500.00	9	\$13,500.00	\$2,500.00	\$22,500.00	\$5,000.00	\$45,000.00	\$5,100.00	\$45,900.00	\$506.00	\$4,554.00	\$950.00	\$8,550.00
18	REMOVE 8" SANITARY SEWER	LF	\$120.00	1,545	\$185,400.00	\$85.00	\$131,325.00	\$40.00	\$61,800.00	\$89.00	\$137,505.00	\$50.00	\$77,250.00	\$25.00	\$38,625.00
19	ABANDON EXISTING WATERLINE	LF	\$40.00	1,860	\$74,400.00	\$2.50	\$4,650.00	\$18.00	\$33,480.00	\$11.00	\$20,460.00	\$30.00	\$55,800.00	\$21.00	\$39,060.00
20	REMOVE WATER METER	EA	\$500.00	21	\$10,500.00	\$400.00	\$8,400.00	\$650.00	\$13,650.00	\$1,300.00	\$27,300.00	\$475.00	\$9,975.00	\$350.00	\$7,350.00
21	REMOVE FIRE HYDRANT	EA	\$1,200.00	4	\$4,800.00	\$2,400.00	\$9,600.00	\$1,000.00	\$4,000.00	\$2,800.00	\$11,200.00	\$4,695.00	\$18,780.00	\$2,300.00	\$9,200.00
22	REMOVE SURVEY MONUMENT	EA	\$400.00	27	\$10,800.00	\$100.00	\$2,700.00	\$500.00	\$13,500.00	\$630.00	\$17,010.00	\$200.00	\$5,400.00	\$650.00	\$17,550.00
23	REMOVE TREE	EA	\$800.00	4	\$3,200.00	\$1,200.00	\$4,800.00	\$2,200.00	\$8,800.00	\$2,600.00	\$10,400.00	\$3,350.00	\$13,400.00	\$1,950.00	\$7,800.00
24	REMOVE SIGN AND POST	EA	\$160.00	5	\$800.00	\$105.00	\$525.00	\$100.00	\$500.00	\$1,300.00	\$6,500.00	\$125.00	\$625.00	\$100.00	\$500.00
25	REMOVE CHAIN LINK FENCE	LF	\$10.00	535	\$5,350.00	\$30.00	\$16,050.00	\$10.00	\$5,350.00	\$17.00	\$9,095.00	\$30.00	\$16,050.00	\$13.50	\$7,222.50
26	REMOVE WOODEN/PICKET FENCE	LF	\$10.00	265	\$2,650.00	\$30.00	\$7,950.00	\$10.00	\$2,650.00	\$18.00	\$4,770.00	\$30.00	\$7,950.00	\$15.00	\$3,975.00
27	REMOVE WROUGHT IRON FENCE	LF	\$5.00	59	\$295.00	\$40.00	\$2,360.00	\$15.00	\$885.00	\$19.00	\$1,121.00	\$75.00	\$4,425.00	\$26.00	\$1,534.00
28	INSTALL TYPE 4R CATCH BASIN	EA	\$5,000.00	2	\$10,000.00	\$4,500.00	\$9,000.00	\$7,500.00	\$15,000.00	\$5,300.00	\$10,600.00	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00
29	INSTALL DUAL TYPE 4R CATCH BASIN	EA	\$20,000.00	7	\$140,000.00	\$8,000.00	\$56,000.00	\$14,000.00	\$98,000.00	\$10,300.00	\$72,100.00	\$11,125.00	\$77,875.00	\$10,500.00	\$73,500.00
30	60" STORM DRAIN MANHOLE	EA	\$12,750.00	6	\$76,500.00	\$6,800.00	\$40,800.00	\$11,500.00	\$69,000.00	\$12,400.00	\$74,400.00	\$9,675.00	\$58,050.00	\$9,750.00	\$58,500.00
31	48" STORM DRAIN MANHOLE	EA	\$11,600.00	3	\$34,800.00	\$6,200.00	\$18,600.00	\$10,500.00	\$31,500.00	\$9,700.00	\$29,100.00	\$8,660.00	\$25,980.00	\$9,000.00	\$27,000.00
32	12" SDR 35 PVC SD PIPE	LF	\$150.00	383	\$57,450.00	\$140.00	\$53,620.00	\$190.00	\$72,770.00	\$234.00	\$89,622.00	\$340.00	\$130,220.00	\$265.00	\$101,495.00
33	15" SDR 35 PVC SD PIPE	LF	\$175.00	62	\$10,850.00	\$165.00	\$10,230.00	\$265.00	\$16,430.00	\$288.00	\$17,856.00	\$380.00	\$23,560.00	\$350.00	\$21,700.00
34	18" SDR 35 PVC SD PIPE	LF	\$200.00	272	\$54,400.00	\$150.00	\$40,800.00	\$267.00	\$72,624.00	\$308.00	\$83,776.00	\$390.00	\$106,080.00	\$300.00	\$81,600.00
35	24" SDR 35 PVC SD PIPE	LF	\$280.00	307	\$85,960.00	\$240.00	\$73,680.00	\$270.00	\$82,890.00	\$383.00	\$117,581.00	\$480.00	\$147,360.00	\$355.00	\$108,985.00
36	8-INCH PVC SANITARY SEWER	LF	\$190.00	1,544	\$293,360.00	\$85.00	\$131,240.00	\$270.00	\$416,880.00	\$213.00	\$328,872.00	\$355.00	\$548,120.00	\$235.00	\$362,840.00
37	48-INCH TYPE IA SANITARY SEWER MANHOLE	EA	\$7,000.00	7	\$49,000.00	\$5,300.00	\$37,100.00	\$15,000.00	\$105,000.00	\$11,900.00	\$83,300.00	\$10,000.00	\$70,000.00	\$9,200.00	\$64,400.00
38	SANITARY SEWER CLEANOUT	EA	\$1,400.00	40	\$56,000.00	\$650.00	\$26,000.00	\$1,400.00	\$56,000.00	\$1,010.00	\$40,400.00	\$1,354.00	\$54,160.00	\$500.00	\$20,000.00
39	SANITARY SEWER LATERAL CONNECTION	EA	\$1,250.00	40	\$50,000.00	\$2,700.00	\$108,000.00	\$6,300.00	\$252,000.00	\$3,400.00	\$136,000.00	\$8,820.00	\$352,800.00	\$4,750.00	\$190,000.00
40	INSTALL ¾-INCH WATER SERVICE CONNECTIONS	EA	\$1,600.00	30	\$48,000.00	\$2,300.00	\$69,000.00	\$4,500.00	\$135,000.00	\$3,300.00	\$99,000.00	\$5,360.00	\$160,800.00	\$4,800.00	\$144,000.00
41	INSTALL 1-INCH WATER SERVICE CONNECTIONS	EA	\$1,800.00	4	\$7,200.00	\$2,900.00	\$11,600.00	\$5,000.00	\$20,000.00	\$3,600.00	\$14,400.00	\$4,635.00	\$18,540.00	\$4,900.00	\$19,600.00
42	INSTALL														

Item No.	Base Bid Item and Description	Unit				* Apparent Low Bidder *									
			Engineer's Estimate			A&K Earth Movers		Sierra Nevada Construction		F.W. Carson		Spanish Springs Construction		Q&D Construction	
			Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
70	ADJUST WATER VALVE BOX TO FINISH GRADE	EA	\$800.00	35	\$28,000.00	\$700.00	\$24,500.00	\$1,100.00	\$38,500.00	\$860.00	\$30,100.00	\$1,125.00	\$39,375.00	\$1,475.00	\$51,625.00
71	ADJUST UTILITY BOX TO FINISH GRADE	EA	\$800.00	8	\$6,400.00	\$800.00	\$6,400.00	\$1,100.00	\$8,800.00	\$1,600.00	\$12,800.00	\$625.00	\$5,000.00	\$1,475.00	\$11,800.00
72	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE	EA	\$1,200.00	7	\$8,400.00	\$1,200.00	\$8,400.00	\$2,000.00	\$14,000.00	\$1,500.00	\$10,500.00	\$2,755.00	\$19,285.00	\$1,800.00	\$12,600.00
73	ADJUST SANITARY SEWER MAHOLE FRAME AND COVER TO FINISH GRADE	EA	\$1,200.00	26	\$31,200.00	\$1,100.00	\$28,600.00	\$2,000.00	\$52,000.00	\$1,500.00	\$39,000.00	\$2,755.00	\$71,630.00	\$1,800.00	\$46,800.00
74	PLACE SURVEY MONUMENT	EA	\$1,200.00	27	\$32,400.00	\$900.00	\$24,300.00	\$1,300.00	\$35,100.00	\$980.00	\$26,460.00	\$1,050.00	\$28,350.00	\$1,550.00	\$41,850.00
75	REMOVE AND RESET MAILBOX	EA	\$350.00	1	\$350.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$215.00	\$215.00	\$1,250.00	\$1,250.00
76	CONTRACT ALLOWANCE	LS	\$500,000.00	1	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
BASE BID TOTAL:					\$5,555,751.40	\$5,440,000.00		\$5,681,007.00		\$6,234,781.90		\$6,487,660.00		\$6,600,000.00	

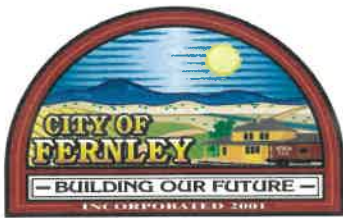
BID PROPOSAL:	X	X	X	X	X
BID BOND:	X	X	X	X	X
FIRST TIER SUBCONTRACTORS (5%):	X	X	X	X	X
MATERIAL SUPPLIERS:	X	X	X	X	X
NEVDADA BUSINESS/CONTRACTORS LICENSE:	X	X	X	X	X
ADDENDUM #1:	*X	X	X	X	X
1% SUBCONTRACTORS (2 HOUR LIST):	X	X	X		
PREFERENTIAL BIDDER STATUS:	X	X	X	X	X
UNIFORM AFFIDAVIT OF CERTIFICATION:	X	X	X	X	X
SUBCONTRACTORS:			Valley Concrete		

*Addendum #1 was acknowledged in Bid



Shadow Lane Reconstruction Project
(PWP-LY-2024-271)
Bid Opening Sign-In Sheet
City of Fernley – Engineering Department
September 12, 2024 – 2:00 PM

Name	Company	Phone Number	Email Address
BRIAN HARER	LUMOS	775-827-6111	BHARER@LUMOSINC.COM
TIM SHEA	A&K	775 221 1617	TSHEA@AKAPLANNOLBS.COM
Austin Fratus	F.W. Carson Co.	775 470 7787	admin@fwcarsonco.com
KEVIN KUCKENMEISTER	Q&D	775-302-6305	KKUCKENMEISTER@ qdconstruction.com
CHRIS LILLO	Lumos	775-720-8475	clillo@lumosinc.com
Darcy Carpenter	Sierra Nevada Const.	775-355-0420	bids@snc.biz
Leslie Skinner	Spanish Springs Const.	775-425-4000	LSKinner@SSC.email
Kari Weitzel	CoF	775 784 9866	KWeitzel@cityoffernley.org



City of Fernley
 Shadow Lane Reconstruction Project
 PWP No. LY-2024-271
 Bid Submittal Checklist
 September 12, 2024
 2:00 PM

Contractor	Bid Form (00410)	Bid Bond (00430)	5% List (00440-1)	Proposed Material Suppliers (00440-3)	Preferential Bidder Status (00450-1)	Affidavit of Certification (00450-2,3)	State Business or Contractor's License	Addendum No. 1	1% List (00440-2)	Base Bid Total
Q&D Construction	X	X	X	X	X	X	X	X	X	\$ 6,600,000.00
A&K Earth Movers	X	X	X	X	X	X	X		X	\$ 5,490,000.00
F.W. CARSON	X	X	X	X	X	X	X	X	X	\$ 6,234,781.90
SNC	X	X	X	X	X	X	X	X	X	\$ 5,681,007.00
SSC	X	X	X	X	X	X	X	X		\$ 6,487,660.00
										\$
										\$
										\$
										\$

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

THIS AGREEMENT is by and between City of Fernley ("Owner") and
A&K Earth Movers, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The Work generally includes but is not limited to: the removal and replacement of approximately 1,500 feet of sewer line, 2,000 feet of water line, and 1,000 feet of storm drain, storm drain manhole and sanitary sewer manhole removal and replacement, concrete and asphalt surface improvements, roadway striping, and utility adjustments.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Shadow Lane Reconstruction Project.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **NCE.**

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **210** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 71, inclusive).
 - 6. Supplementary Conditions (pages 1 to 13, inclusive).
 - 7. 2024 Prevailing Wage Rates: Northern Nevada Rural Counties
 - 8. Provisions of Nevada Revised Statute Chapter 338 (00521)
 - 9. City of Fernley Division of Safety Form (00522)
 - 10. Specifications as listed in the table of contents of the Project Manual.
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers ___ to ___, inclusive).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00410-1 thru 7, 00440-1 thru 3, and 00450-1 thru 3)
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

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

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: Mayor

Title: _____

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

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

City of Fernley

595 Silver Lace Boulevard

Fernley, NV 89408

License No.: _____
(where applicable)

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

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

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 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:

510-810-430, 520-810-430, 510-840-430

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the award of the annual 2024-2025 Material Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list.

AGENDA ITEM BRIEF:

This is an annual contract award for supplies and equipment needed for the City's Water Distribution, Water Treatment Plant, and Wastewater Departments. This can include such things as meters, piping, fire hydrants, boxes and lids, etc. (Inventory Pricing List)

RECOMMENDED MOTION:

"I move to approve the award of the annual 2024-2025 Material Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list".

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny the contract award and provide staff with further direction.

BACKGROUND:

The City contracts with a local material supplier to obtain supplies and equipment at fixed unit costs. The supplier provides water and wastewater supplies such as water meters, water and sewer pipe, fire hydrants, manhole lids, valve covers, etc. to the City of Fernley Public Works Department.

This contract is renewed annually and helps the city to “lock in” prices for the year. This allows for more accurate budgeting.

These materials are vital for the operation and maintenance of the City’s infrastructure.

PRIOR COUNCIL ACTION

October 18, 2023, Possible award of 2023-2024 Material Supplier Contract to Western Nevada Supply, Motion Passed

July 6, 2022, Possible award of 2022-2023 Material Supplier Contract to Western Nevada Supply, Motion Passed

August 4, 2021, Possible award of 2021-2022 Material Supplier Contract to Western Nevada Supply, Motion Passed

June 17, 2020, Possible award of 2020-2021 Material Supplier Contract to Western Nevada Supply, Motion Passed

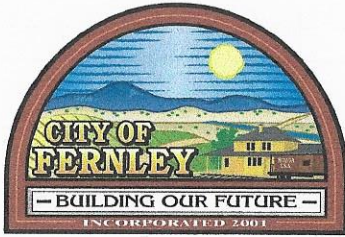
June 5, 2019, Possible award of 2019-20 Material Supplier Contract to Western Nevada Supply, Motion Passed

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.045 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:**ATTACHMENTS:**

1. 2024 Materials Bid Opening Table
2. 2024-2025 Inventory Pricing List
3. 2024 WNS Bid & Total Materials Submittal



2024-2025 Annual Materials Supplier Contract
City of Fernley – Public Works Department
Bid Opening May 22, 2024; 3:00 PM

Name of Bidders	Proposal Amount
Western Nevada Supply	\$52,509.46

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

APPENDIX A--SPECIFICATIONS

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

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

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

***Supplier Stocking**

Water Inventory

Curb Stop Valves

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

Corp Stop Valves

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

Brass Unions []*

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

Brass Nipples []*

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

Brass Nipples [] (Continued)*

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

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

Meter Setter Yokes

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

Fire Hydrant Meters

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

Fitting Std Male

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

Fitting Std Male (Continued)

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

Compression Fitting CTS Female

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

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

Compression Fitting CTS DBLE EN

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

Meters []*

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

MXU Units

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

Meter Registers

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

Fire Hydrants

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

Fire Hydrant Ext. Sets

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

Boxes []*

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

Lids Metal/Concrete

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

Fiberlyte Boxes & Lids

- B16 TOP BOX

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

Water Pipe

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

Brass T's []*

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

Brass 90's []*

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

Brass 45's []*

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

- 1 ½" BRASS 45'S
- 2" BRASS 45'S

Brass Bell Reducers (BRS CPLG) []*

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

Brass Reducer Bushing (BRS HEX BUSH) []*

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

Brass Straight Couplings []*

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

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

Brass Plugs []*

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

Brass Check Valves []*

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

Schedule 80 PVC coupling

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

Schedule 80 PVC 90's elbow

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

Schedule 80 PVC 45's elbow

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

Schedule 80 PVC T's

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

Schedule 80 PVC Reducer Coupling

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

Schedule 80 PVC Pipe

- 10' X ¾" PIPE
- 10' X 1" PIPE

Sewer Inventory

Sewer Couplings

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

Sewer Plugs

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

Wingnut Plugs

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

Sewer Caps

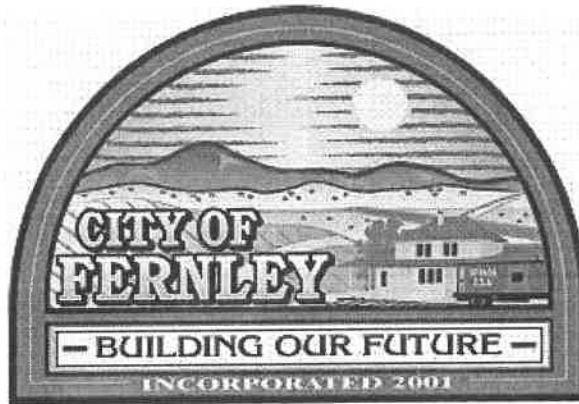
- 4 SG PVC SWR CAP
- 6 SG PVC SWR CAP
- 6" SLIP ON SWR CAP
- 8" SLIP ON SWR CAP

Sewer Pipe

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

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

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



**2024-2025
ANNUAL
MATERIAL SUPPLIER
CONTRACT**

BID OPENING: May 22nd, 2024, at 3:00 P.M

To Supply Service from July 1, 2024 – June 30, 2025

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Annual Materials Supplier Contract Bid

ADVERTISEMENT FOR BIDS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2024-2025 Annual Materials Supplier Contract, at 595 Silver Lace Blvd, Fernley, NV 89408. Bids must be **received** by **Wednesday, May 22nd, 2024**. Bids will be opened at 3:00 P.M.

The Scope of Work consists of:

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

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

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

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department via mail or e-mail by calling 775-784-9910.

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

Barry Williams, Acting Public Works Director

Published in the Reno Gazette Journal, RGJ Online, and the Local News Leader from 4/22/2024 to 5/22/2024.

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

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

2. SUBMISSION OF BIDS:

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

3. NO BID-NO RESPONSE:

Annual Materials Supplier Contract Bid

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

4. WITHDRAWAL OF BIDS:

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

5. LATE BIDS:

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

6. BIDDER'S PREFERENCE:

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

7. AWARD OF CONTRACT:

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

8. DEFAULT OF CONTRACT:

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

9. APPEAL BY UNSUCCESSFUL BIDDER

- a. Any unsuccessful bidder may file a notice of appeal within 10 days of award as entered on the bid record by post bond with good and solvent surety in an amount equal to 25

Annual Materials Supplier Contract Bid

percent of the successful bid submitted. A bond must be furnished by a surety authorized to do business in the State of Nevada. The notice of appeal must include a written statement of the issues to be addressed on appeal. Within 20 days after receipt of the notice of appeal, the Fernley City Council shall hold an informal hearing on the appeal and may cancel the award based on the finding that the bid was incorrectly awarded. Any such cancellation requires re-advertising for bids and new award under the provisions of NRS Chapters 332 and/or 338 as applicable. Notice of the hearing on the appeal shall be provided to both the successful bidder and the unsuccessful bidder filing the protest by mailing a certified letter to each party at least 10 days prior to the scheduled date of the hearing. The time and place for the meeting shall be at the sole discretion of the City Council. The format for the council meeting to hear the appeal shall be conducted in a manner satisfactory to the chair of the City Council. The successful bidder and the unsuccessful bidder as well as City staff will be allowed to be heard and present information as directed by the chair.

- b. The City Council may withhold an amount from the bond posted by the unsuccessful bidder to cover the costs incurred by the City in hearing the appeal, if the original decision to award is upheld. The amount is at the discretion of the City Council. If the appeal is upheld and the award is canceled, the bond posted with the notice of appeal will be returned to the person who posted the bond.
- c. The decision and finding of the City Council is final and all further disputes regarding the matter of the award or amount withheld from the bond to cover the costs of hearing the appeal shall be resolved in a court of competent jurisdiction.
- d. Any notice of appeal under the provisions of this section operates as a stay of action in relation to any contract under such award until a determination is made by the City Council following the informal hearing prescribed herein. Such stay of action will be lifted if the Council rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of the State of Nevada, (*per Section 28 of the attached Standard Form Contract*).

Annual Materials Supplier Contract Bid

APPENDIX A--SPECIFICATIONS

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

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

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

*Supplier Stocking

Water Inventory

Curb Stop Valves

- ¾ FIP x FIP CURB STP
- 1 FIP x FIP CURB STP
- 1 ¼ FIP x FIP CURB STP
- 1 ½ FIP x FIP CURB STP
- 2 FIP x FIP CURB STP
- ½ x 2
- ½ x 2 ½ BRS NIP
- ½ x 3 BRS NIP
- ½ x 3 ½ BRS NIP
- ½ x 4
- ½ x 4 ½ BRS NIP
- ½ x 5 BRS NIP
- ½ x 5 ½ BRS NIP

Corp Stop Valves

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

Brass Unions []*

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

Brass Nipples []*

- ½ x CLS BRS NIP
- ½ x 1 ½ BRS NIP

Brass Nipples [] (Continued)*

- ¾ x 10 BRS NIP
- ¾ x 12

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

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

Meter Setter Yokes

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

Fire Hydrant Meters

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

Fitting Std Male

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

Fitting Std Male (Continued)

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

Compression Fitting CTS Female

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

Annual Materials Supplier Contract Bid

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

Compression Fitting CTS DBLE EN

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

Meters []*

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

MXU Units

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

Meter Registers

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

Fire Hydrants

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

Fire Hydrant Ext. Sets

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

Boxes []*

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

Lids Metal/Concrete

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

Fiberlyte Boxes & Lids

- B16 TOP BOX

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

Water Pipe

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

Brass T's []*

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

Brass 90's []*

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

Brass 45's []*

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

- 1 ½" BRASS 45'S
- 2" BRASS 45'S

Brass Bell Reducers (BRS CPLG) []*

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

Brass Reducer Bushing (BRS HEX BUSH) []*

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

Brass Straight Couplings []*

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

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

Brass Plugs []*

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

Brass Check Valves []*

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

Schedule 80 PVC coupling

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

Schedule 80 PVC 90's elbow

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

Schedule 80 PVC 45's elbow

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

Schedule 80 PVC T's

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

Schedule 80 PVC Reducer Coupling

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

Schedule 80 PVC Pipe

- 10' X ¾" PIPE
- 10' X 1" PIPE

Sewer Inventory

Sewer Couplings

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

Sewer Plugs

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

Wingnut Plugs

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

Sewer Caps

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

Sewer Pipe

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

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

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

APPENDIX B-Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

Western Nevada Supply Co.
ATTN: GREG HIGGINS
950 S. Rock Blvd
Sparks, NV 89431

1. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
2. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Appendix A.
3. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT B: (Provide description or N/A)
ATTACHMENT C: (Provide description or 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.
4. **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.
5. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

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

6. **CONTRACT TERMINATION.**

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, and (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar

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

- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).
7. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
8. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.
9. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
10. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
11. **INDEMNIFICATION.**
- 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.

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

- 13. **INSURANCE** Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties' initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:
 - a. Contractor has provided the required evidence of insurance to the City, and
 - b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Annual Materials Supplier Contract Bid

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

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

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

COF

CTR

Workers' Compensation and Employer's Liability Insurance:

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

_____ has entered into a contract with Owner to perform work from 07/01/2024 to 06/30/2025 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

Annual Materials Supplier Contract Bid

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

COF	CTR
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Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

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

COF	CTR
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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
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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
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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.

Annual Materials Supplier Contract Bid

COF

CTR

Performance Security:

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

General Requirements:

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

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

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

Annual Materials Supplier Contract Bid

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

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

14. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
16. **SEVERABILITY 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.
17. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
18. **CITY OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not

use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
20. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
 - a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
21. **LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, counsel or board.
 - b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this 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.

28. **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.
29. **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.
30. **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.
31. **NON-DISCRIMINATION.** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
32. **ACKNOWLEDGMENT AND EXECUTION.** In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY ATTORNEY

City of Fernley

Aaron Mouritsen

Telephone: 775-784-9861

Fax: 775-784-9868

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

Aaron Mouritsen, City Attorney

DATED this ____ day of _____, 20____.

Annual Materials Supplier Contract Bid

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Public Works Director

BARRY WILLIAMS, PUBLIC WORKS DIRECTOR

DATED this ____ day of _____, 20____.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL MCINTYRE, MAYOR

DATED this ____ day of _____, 20____.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20____.

Annual Materials Supplier Contract Bid

CONTRACTOR:

BY: Rodney Smith

TITLE: Estimator

FIRM: Western Nevada Supply Co.

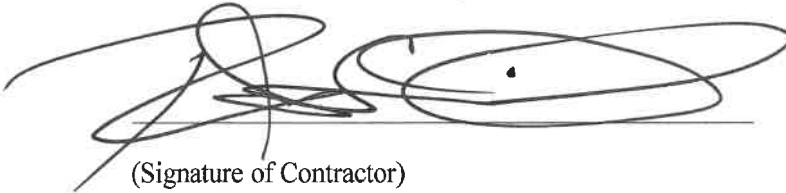
BUSINESS LICENSE #: NV19641000204

Address: 950 S. Rock Blvd

City: Sparks State: NV Zip Code: 89408

Telephone: 775-359-5800 / Fax #: 775-359-4649

E-mail Address: rsmith@goblue.com



(Signature of Contractor)



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

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

DATE: 07/01/24 NO. 992709.2
EFFECTIVE 07/01/24 TO 06/30/25

JOB:2024-2025 FERNLEY MATERIAL SUP

TERMS: NET 30 DAYS PAGE# 1
FOB: JOBSITE
PREP. BY: ROD SMITH
775-353-0231
rsmith@gobluesteam.com

REMARKS:
* CITY OF FERNLEY *

=====

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

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

*** SALES TAX NOT INCLUDED ***

Qty	Part #	Description	Price.....	Extended
=====				
1		====> CURB STOP VALVES		
1	WBF1CA0027	CALF 3/4 FIP X FIP CURB STP	78.37	78.37
1	WBF1CA0028	CALF 1 FIP X FIP CURB STP	121.77	121.77
1	WBF1CA0153	CALF 1-1/4 FIP X FIP LOCKWING CURB STOP	209.04	209.04
1	WBF1CA0029	CALF 1-1/2 FIP X FIP CURB STP	251.21	251.21
1	WBF1CA0030	CALF 2 FIP X FIP CURB STP	367.61	367.61
2		====> CORP STOP VALVES		
1	WBF1CA0078	CALF 3/4 MIP X MIP CORP STP	67.48	67.48
1	WBF1CA0013	CALF 1 MIP X MIP CORP STP	93.03	93.03
1	WBF1CA0150	CALF 1-1/4 MIP X MIP CORP STP	146.82	146.82
1	WBF1CA0014	CALF 1-1/2 MIP X MIP CORP STP	186.21	186.21
1	WBF1CA0015	CALF 2 MIP X MIP CORP STP	317.59	317.59
3		====> BRASS UNIONS		
1	PFBCA00133	CALF 1/2 BRS UNION	11.42	11.42
1	PFBCA00134	CALF 3/4 BRS UNION	15.82	15.82
1	PFBCA00135	CALF 1 BRS UNION	20.88	20.88
1	PFBCA00136	CALF 1-1/4 BRS UNION	30.57	30.57
1	PFBCA00137	CALF 1-1/2 BRS UNION	36.09	36.09
1	PFBCA00138	CALF 2 BRS UNION	55.33	55.33
4		====> BRASS NIPPLES		
1	PFB1211520	CALF 1/2 XCLS BRS NIP	2.33	2.33
1	PFB1211540	CALF 1/2 X 1-1/2 BRS NIP	2.70	2.70
1	PFB1211560	CALF 1/2 X 2 BRS NIP	3.10	3.10
1	PFB1211580	CALF 1/2 X 2-1/2 BRS NIP	3.72	3.72
1	PFB1211600	CALF 1/2 X 3 BRS NIP	4.24	4.24
1	PFB1211620	CALF 1/2 X 3-1/2 BRS NIP	4.84	4.84

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

QUOTE#: 992709.2
DATE...: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#: 2

Qty	Part #	Description	Price.....	Extended
1	PFB1211640	CALF 1/2 X 4 BRS NIP	5.44	5.44
1	PFB1211660	CALF 1/2 X 4-1/2 BRS NIP	6.20	6.20
1	PFB1211680	CALF 1/2 X 5 BRS NIP	6.69	6.69
1	PFB1211700	CALF 1/2 X 5-1/2 BRS NIP	7.40	7.40
1	PFB1212020	CALF 3/4 X CLS BRS NIP	3.38	3.38
1	PFB1212040	CALF 3/4 X 1-1/2 BRS NIP	3.60	3.60
1	PFB1212060	CALF 3/4 X 2 BRS NIP	4.25	4.25
1	PFB1212080	CALF 3/4 X 2-1/2 BRS NIP	4.93	4.93
1	PFB1212100	CALF 3/4 X 3 BRS NIP	5.69	5.69
1	PFB1212120	CALF 3/4 X 3-1/2 BRS NIP	6.28	6.28
1	PFB1212140	CALF 3/4 X 4 BRS NIP	7.30	7.30
1	PFB1212160	CALF 3/4 X 4-1/2 BRS NIP	7.94	7.94
1	PFB1212180	CALF 3/4 X 5 BRS NIP	8.76	8.76
1	PFB1212200	CALF 3/4 X 5-1/2 BRS NIP	9.57	9.57
1	PFB1212220	CALF 3/4 X 6 BRS NIP	10.66	10.66
1	WZNS964197	CALF 3/4 X 10 BRS NIP	11.54	11.54
1	PFB1212340	CALF 3/4 X 12 BRS NIP	19.05	19.05
1	PFB1212520	CALF 1 XCLS BRS NIP	4.98	4.98
1	PFB1212560	CALF 1 X 2 BRS NIP	6.14	6.14
1	PFB1212580	CALF 1 X 2-1/2 BRS NIP	7.05	7.05
1	PFB1212600	CALF 1 x 3 BRS NIP	8.12	8.12
1	PFB1212620	CALF 1 X 3-1/2 BRS NIP	9.40	9.40
1	PFB1212640	CALF 1 X 4 BRS NIP	10.57	10.57
1	PFB1212660	CALF 1 X 4-1/2 BRS NIP	11.79	11.79
1	PFB1212680	CALF 1 X 5 BRS NIP	13.03	13.03
1	PFB1212700	CALF 1 X 5-1/2 BRS NIP	14.27	14.27
1	PFB1212720	CALF 1 X 6 BRS NIP	15.56	15.56
1	PBB1214319	CALF 1 X 10 BRS NIP	23.96	23.96
1	PFB1213020	CALF 1-1/4 XCLS BRS NIP	7.39	7.39
1	PFB1213060	CALF 1-1/4 X 2 BRS NIP	8.44	8.44
1	PFB1213100	CALF 1-1/4 X 3 BRS NIP	11.29	11.29
1	PFB1213140	CALF 1-1/4 X 4 BRS NIP	14.87	14.87
1	PFB1213180	CALF 1-1/4 X 5 BRS NIP	16.94	16.94
1	PFB1213220	CALF 1-1/4 X 6 BRS NIP	20.24	20.24
1	WZNS964198	CALF 1-1/4 X 10 BRS NIP	25.38	25.38
1	PFB1213221	CALF 1-1/4 X 12 BRS NIP	40.01	40.01
1	PFB1213520	CALF 1-1/2 XCLS BRS NIP	9.61	9.61
1	PFB1213560	CALF 1-1/2 X 2 BRS NIP	10.34	10.34
1	PFB1213580	CALF 1-1/2 X 2-1/2 BRS NIP	12.38	12.38
1	PFB1213600	CALF 1-1/2 X 3 BRS NIP	14.23	14.23
1	PFB1213620	CALF 1-1/2 X 3-1/2 BRS NIP	15.24	15.24
1	PFB1213640	CALF 1-1/2 X 4 BRS NIP	17.29	17.29
1	WZNS964199	CALF 1-1/2 X 4-1/2 BRS NIP	13.46	13.46
1	PFB1213680	CALF 1-1/2 X 5 BRS NIP	21.50	21.50
1	PFB1213700	CALF 1-1/2 X 5-1/2 BRS NIP	23.52	23.52

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

QUOTE#: 992709.2
DATE...: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#: 3

Qty	Part #	Description	Price.....	Extended
1	PFB1213720	CALF 1-1/2 X 6 BRS NIP	25.55	25.55
1	WZNS964200	CALF 1-1/2 X 10 BRS NIP	29.61	29.61
1	PFB1213721	CALF 1-1/2 X 12 BRS NIP	50.13	50.13
1	PFB1214020	CALF 2 X CLS BRS NIP	14.63	14.63
1	PFB1214080	CALF 2 X 2-1/2 BRS NIP	15.80	15.80
1	PFB1214100	CALF 2 X 3 BRS NIP	17.01	17.01
1	PFB1214140	CALF 2 X 4 BRS NIP	22.25	22.25
1	PFB1214180	CALF 2 X 5 BRS NIP	27.50	27.50
1	PFB1214220	CALF 2 X 6 BRS NIP	32.84	32.84
1	WZNS964201	CALF 2 X 10 BRS NIP	38.46	38.46
1	PFB1214222	CALF 2 X 12 BRS NIP	64.72	64.72
5 ===> METER SETTER YOKES				
1	WZNS964205	CALF 5/8X3/4X12 MTR SET W/CHK B2434RN-2	168.42	168.42
1	WBF1CA0112	CALF 3/4 X 12 MTR RESET	233.63	233.63
1	WBF1CA0113	CALF 3/4 X 18 MTR RESET	267.39	267.39
1	WZNS914460	CALF 1 X 12 MTR SET	274.52	274.52
1	WZNS964210	CALF 1-1/2 X 12 MTR SET	836.62	836.62
1	WBF1CA0136	CALF FORD 1-1/2 X 18 MTR SET	1290.95	1290.95
1	WZNS964211	CALF 2 X 12 MTR SET	997.83	997.83
1	WBF1CA0137	CALF FORD 2 X 18 MTR SET	1522.87	1522.87
1	WBF1CA0115	CALF 1 X 18 MTR RESET	378.07	378.07
6 ===> FIRE HYDRANT METERS				
1	PVZ1800260	REWH 267 BRZ 2-1/2 THD I GATE VLV	186.97	186.97
1	WFB1A01041	SM25OF 2-1/2 FNST SW X 2-1/2 MIP	96.80	96.80
1	WFB1A01011	DMH2525F 2-1/2 MIP X 2-1/2 MNST	57.10	57.10
1	WFB1A01031	FM25F25T 2-1/2 FNST X 2-1/2 MIP	57.28	57.28
1	PZNS800357	3 X 2-1/2 BRS BUSH	43.00	43.00
1	PZNS778151	2-1/2 X CLS BRS NIP	34.97	34.97
1	WUZ1000350	MUEL A301 SAFETY FLG REP KIT 5 1/4	440.62	440.62
1	WZNS813195	MUEL 280361 BONNET REPAIR KIT 5-1/4 IMPR	61.07	61.07
7 ===> FITTINGS STD MALE				
1	WBF1CA0036	CALF 3/4 COMP CTS X MIP ADPT	22.57	22.57
1	WBF1CA0079	CALF 3/4 MIP X COMP IPS ADPT	27.71	27.71
1	WBF1CA0037	CALF 1 COMP CTS X MIP ADPT	26.66	26.66
1	WBF1CA0080	CALF 1 MIP X COMP IPS ADPT	43.45	43.45
1	WBF1CA0038	CALF 1-1/4 COMP CTS X MIP ADPT	51.49	51.49
1	WBF1CA0171	CALF FORD 1-1/4 MIP X COMP IPS ADPT	68.73	68.73
1	WBF1CA0129	CALF FORD 1-1/2 MIP X COMP IPS ADPT	97.34	97.34
1	WBF1CA0039	CALF 1-1/2 COMP CTS X MIP ADPT	73.74	73.74

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

QUOTE#: 992709.2
DATE..: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#..: 4

Qty	Part #	Description	Price.....	Extended
1	WBF1CA0040	CALF 2 COMP CTS X MIP ADPT	107.43	107.43
8		====> COMPRESSION CTS FEMALE		
1	WBF1CA0041	CALF 3/4 COMP CTS X FIP ADPT	24.18	24.18
1	WBF1CA0081	CALF 3/4 FIP X COMP IPS ADPT	27.87	27.87
1	WBF1CA0043	CALF 1 COMP CTS X FIP ADPT	34.58	34.58
1	WBF1CA0045	CALF 1-1/2 COMP CTS X FIP ADPT	94.29	94.29
1	WBF1CA0046	CALF 2 COMP CTS X FIP ADPT	112.36	112.36
1	WBF1CA0044	CALF 1-1/4 COMP CTS X FIP ADPT	59.19	59.19
9		====> COMPRESSION CTS DBL END		
1	wbf1ca0047	CALF 3/4 COMP X COMP CTS CPLG	27.54	27.54
1	WBF1CA0168	CALF 1 COMP X COMP CTS CPLG	30.04	30.04
1	WBF1CA0084	CALF 1 IPS OR 1-1/4 CTS COMP X COMP CPLG	68.60	68.60
1	WBF1CA0172	CALF FORD 1-1/4 COMP X COMP IPS CPLG	75.95	75.95
1	WBF1CA0048	CALF 1-1/2 COMP X COMP CTS CPLG	105.92	105.92
1	WBF1CA0049	CALF 2 COMP X COMP CTS CPLG	143.05	143.05
0	WVNS026998	**2-1/2" COMPCOMP NOT AVAILABLE**		
10		====> METERS		
1	WK13590010	3 OMNI T2 GALLON	1663.43	1663.43
1	WK13590110	3 OMNI C2 GALLON	2403.38	2403.38
1	WK13590015	4 OMNI T2 GALLON	3238.34	3238.34
1	WK13590115	4 OMNI C2 GALLON	4174.29	4174.29
1	WKZ1359020	IPERL 3/4 7.5LL 1000 GAL TRPL WTR MTR	190.55	190.55
1	WKZ1359025	IPERL 3/4 9LL 1000 GAL TRPL WTR MTR	213.62	213.62
1	WKZ1359030	IPERL 1 1000 GAL TRPL WTR MTR	299.65	299.65
1	WK13590030	1-1/2 OMNI R2 1000 GAL WTR MTR	765.32	765.32
1	WK13590035	2 OMNI R2 1000 GAL WTR MTR	1073.81	1073.81
11		====> MXU UNITS		
1	WKZ1101105	SENSUS M2 FLEXNET 520M DUAL	279.67	279.67
1	WKZ1101099	SENSUS 520 TOUCHREAD EXT CABLE	39.86	39.86
1	WKZ1101104	SENSUS M2 FLEXNET 520M SINGLE	210.52	210.52
12		====> METER REGISTERS		
1	WKZ1101073	SR11 3/4 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101077	SR11 1 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101062	SR 1-1/2 RGST TRPL 1000 GAL	85.64	85.64
1	WKZ1101068	2 SR RGST TRPL 1000 GAL	85.64	85.64

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

QUOTE#: 992709.2
DATE..: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#..: 5

Qty	Part #	Description	Price.....	Extended
=====				
	13	==> FIRE HYDRANTS		
1	WV11A00030	4' MJ NST SPEC HYD L/A RED 423-501389	4354.35	4354.35
1	WV11A00040	5' MJ NST SPEC HYD L/A RED 423-502406	4553.07	4553.07
	14	==> FIRE HYDRANT EXTENSIONS		
1	WUZ1000130	MUEL A320-020 24 HYD EXT COMP 5 1/4	1133.76	1133.76
1	WUZ1000110	MUEL A320-010 12 HYD EXT COMP 5 1/4	919.24	919.24
	15	==> BOXES		
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4	66.53	66.53
1	WBZ1301041	B16 CONC EXT 12 HIGH	54.54	54.54
1	WBZ1301081	B36 CONC BOX 17-1/4 X 30	102.06	102.06
1	WBZ1301103	B36 CONC EXT 12 HIGH	97.92	97.92
1	WBZ1301171	G5 CONC VLV BOX 10-3/8 X 12	64.37	64.37
1	WZNS837593	G5 CONC EXT 12 HIGH	7.99	7.99
1	WBZ1301039	B16 STL LID	280.13	280.13
1	WBZ1301101	B36 STL LID	428.06	428.06
1	WBZ1301037	B16 CONC LID WITH PROBE HOLE	53.30	53.30
1	WBZ1301100	B36 CONC LID W/2 PROBE HOLES		
1	WBZ1301173	G5 CI LID MARKED WTR	48.35	48.35
	16	==> FIBERLYTE BOXES & LIDS		
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4	66.53	66.53
		FL16 BOX NOT MADE		
1	WBZ1301210	CHRISTY FL36 BOX 12 HIGH	312.41	312.41
1	WBZ1301221	FL16 LID WITH PROBEHOLE	136.35	136.35
1	WBZ1301216	FL36 W/2 PROBE HOLE MARKED WTR	303.28	303.28
1	WBZ1301041	B16 CONC EXT 12 HIGH	54.54	54.54
1	WBZ1301230	CHRISTY FL36 EXT 8	206.13	206.13
	17	==> WATER PIPE		
20	WPZ1A01050	4 X 20 DR18 CL 235 PVC C900 PIPE	7.65	153.00
20	WPZ1A01100	6 X 20 DR18 CL235 PVC C900 PIPE	15.59	311.80
20	WPZ1A01150	8 X 20 DR18 CL235 PVC C900 PIPE	26.75	535.00
20	WPZ1A01200	10 X 20 DR18 CL235 PVC C900 PIPE	40.12	802.40
20	WPZ1A01250	12 X 20 DR18 CL235 PVC C900 PIPE	56.51	1130.20
20	WPZ1A02252	14 X 20 DR18 CL235 PVC C905 PIPE	79.40	1588.00
20	WPZ1A02254	16 X 20 DR18 CL235 PVC C905	100.09	2001.80
20	WPZ1A02256	18 X 20 DR18 CL235 PVC C905	126.52	2530.40

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

QUOTE#: 992709.2
DATE..: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#..: 6

Qty	Part #	Description	Price.....	Extended
=====				
18	==> BRASS TEES			
1	PFBCA00033	CALF 1/2 BRS TEE	5.06	5.06
1	PFM1270554	1/2 GLV MI T IMP	1.74	1.74
1	PFBCA00140	CALF 3/4 BRS T	7.28	7.28
1	PFBCA00034	CALF 1 BRS TEE	12.92	12.92
1	PFBCA00035	CALF 1-1/4 BRS TEE	18.14	18.14
1	PFBCA00037	CALF 1-1/2 BRS TEE	24.94	24.94
1	PFBCA00038	CALF 2 BRS TEE	40.87	40.87
19	==> BRASS 90'S			
1	PFBCA00003	CALF 1/2 BRS 90 ELL	4.39	4.39
1	PFBCA00005	CALF 3/4 BRS 90 ELL	5.92	5.92
1	PFBCA00006	CALF 1 BRS 90 ELL	9.14	9.14
1	PFBCA00007	CALF 1-1/4 BRS 90 ELL	14.52	14.52
1	PFBCA00008	CALF 1-1/2 BRS 90 ELL	25.23	25.23
1	PFBCA00009	CALF 2 BRS 90 ELL	29.52	29.52
20	==> BRASS 45'S			
1	PFBCA00013	CALF 1/2 BRS 45 ELL	4.02	4.02
1	PFBCA00014	CALF 3/4 BRS 45 ELL	6.10	6.10
1	PFBCA00015	CALF 1 BRS 45 ELL	10.23	10.23
1	PFBCA00016	CALF 1-1/4 BRS 45 ELL	16.75	16.75
1	PFBCA00017	CALF 1-1/2 BRS 45 ELL	20.43	20.43
1	PFBCA00018	CALF 2 BRS 45 ELL	32.47	32.47
21	==> BRASS BELL REDUCERS			
1	PFBCA00066	CALF 3/4 X 1/2 BRS CPLG	5.76	5.76
1	PFBCA00068	CALF 1 X 3/4 BRS CPLG	9.58	9.58
1	PFBCA00075	CALF 2 X 3/4 BRS CPLG	34.33	34.33
1	PFBCA00076	CALF 2 X 1 BRS CPLG	33.67	33.67
1	PFBCA00078	CALF 2 X 1-1/2 BRS CPLG	29.89	29.89
22	==> BRASS HEX BUSHING			
1	PFBCA00107	CALF 3/4 X 1/2 BRS HEX BUSHING	3.17	3.17
1	PFBCA00110	CALF 1 X 3/4 BRS HEX BUSHING	4.79	4.79
1	PFBCA00111	CALF 1-1/4 X 3/4 BRS HEX BUSHING	8.46	8.46
1	PFBCA00112	CALF 1-1/4 X 1 BRS HEX BUSHING	8.16	8.16
1	PFBCA00114	CALF 1-1/2 X 3/4 BRSHEX BUSHING	12.76	12.76
1	PFBCA00115	CALF 1-1/2 X 1 BRS HEX BUSHING	10.43	10.43

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

QUOTE#: 992709.2
DATE..: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#.: 7

Qty	Part #	Description	Price.....	Extended
1	PFBCA00116	CALF 1-1/2 X 1-1/4 BRS HEX BUSHING	10.43	10.43
1	PFBCA00117	CALF 2 X 3/4 BRS HEX BUSHING	18.61	18.61
1	PFBCA00118	CALF 2 X 1 BRS HEX BUSHING	18.61	18.61
1	PFBCA00120	CALF 2 X 1-1/2 BRS HEX BUSHING	15.45	15.45
1	PFBCA00119	CALF 2 X 1-1/4 BRS HEX BUSHING	16.01	16.01
23	====> BRASS STRAIGHT COUPLINGS			
1	PFBCA00053	CALF 1/2 BRS CPLG	3.62	3.62
1	PFBCA00054	CALF 3/4 BRS CPLG	4.79	4.79
1	PFBCA00055	CALF 1 BRS CPLG	7.28	7.28
1	PFBCA00056	CALF 1-1/4 BRS CPLG	11.37	11.37
1	PFBCA00057	CALF 1-1/2 BRS CPLG	15.45	15.45
1	PFBCA00058	CALF 2 BRS CPLG	25.44	25.44
24	====> BRASS PLUGS			
1	PFBCA00121	CALF 1/2 BRS PLUG	3.03	3.03
1	PFBCA00122	CALF 3/4 BRS PLUG	3.46	3.46
1	PFBCA00123	CALF 1 BRS PLUG	4.56	4.56
1	PFBCA00124	CALF 1-1/4 BRS PLUG	6.80	6.80
1	PFBCA00125	CALF 1-1/2 BRS PLUG	8.66	8.66
1	PFBCA00126	CALF 2 BRS PLUG	13.67	13.67
25	====> BRASS CHECK VALVES			
1	PVZ1KCA024	LF NIBC T413Y-LF 1/2 THD CHK VLV	116.83	116.83
1	PVZ1KCA025	CALF NIBC T413Y-LF 3/4 THD CHK VLV	136.25	136.25
1	PVZ1KCA026	CALF NIBC T413Y-LF 1 THD CHK VLV	187.67	187.67
1	PVZ1KCA027	LF NIBC T413Y-LF 1-1/4 THD CHK VLV	266.01	266.01
1	PVZ1KCA028	LF NIBC T413Y-LF 1-1/2 THD CHK VLV	309.47	309.47
1	PVZ1KCA029	CALF NIBC T413Y-LF 2 THD CHK VLV	453.48	453.48
26	====> SCH80 PVC COUPLINGS			
1	PEZC216066	SPEA 3/4 S PVC 80 CPLG	5.34	5.34
1	PEZC215510	SPEA 3/4 FA PVC 80 ADPT	5.50	5.50
1	PEZC215545	SPEA 3/4 MA PVC 80 ADPT	5.09	5.09
1	PEZC216070	SPEA 1 S PVC 80 CPLG	5.50	5.50
1	PEZC215516	SPEA 1 FA PVC 80 ADPT	8.09	8.09
1	PEZC215550	SPEA 1 MA PVC 80 ADPT	8.81	8.81
27	====> SCH80 PVC 90'S			
1	PEZC216272	SPEA 3/4 S PVC 80 90 ELL	2.78	2.78

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

QUOTE#: 992709.2
DATE..: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#: 8

Qty	Part #	Description	Price.....	Extended
1	PEZC216326	SPEA 3/4 S PVC 80 SXT 90 ELL	10.09	10.09
1	PEZC216276	SPEA 1 S PVC 80 90 ELL	4.49	4.49
1	PEZC216328	SPEA 1 S PVC 80 SXT 90 ELL	10.92	10.92
28		====> SCH80 PVC 45'S		
1	PEZC216190	SPEA 3/4 S PVC 80 45 ELL	7.32	7.32
1	PEZC216192	SPEA 1 S PVC 80 45 ELL	10.97	10.97
0	WWNS026998	**SLIPXFIP NOT AVAILABLE**		
29		====> SCH80 PVC T'S		
1	PEZC216610	SPEA 3/4 S PVC 80 T	6.44	6.44
1	PEZC216615	SPEA 1 S PVC 80 T	8.06	8.06
30		====> SCH80 PVC REDUCING CPLG		
1	PEZC215668	SPEA 1 X 3/4 S PVC 80 BUSH	3.65	3.65
1	PEZC216070	SPEA 1 S PVC 80 CPLG	5.50	5.50
		USE FOR FITTINGS BELOW		
1	PEZC215786	SPEA 1 X 3/4 SXT PVC 80 BUSH	3.65	3.65
31		====> SCH80 PVC PIPE		
10	PEZC000110	3/4 80 PVC PIPE PE	1.12	11.20
10	PEZC000115	1 80 PVC PIPE PE	1.64	16.40
32		====> SEWER COUPLINGS		
1	WFI1906145	6 SG PVC SWR 45	50.42	50.42
1	WFI1909185	6X4 SLIPXG PVC SWR INCR	46.96	46.96
1	WFI1906143	4 SG PVC SWR 45	24.84	24.84
1	WFI1908171	4 SG PVC SWR 22 1/2	24.82	24.82
1	WFI1908173	6 SG PVC SWR 22 1/2	48.88	48.88
1	WFI1910237	4 SG PVC SWR STP CPLG	30.70	30.70
1	WFI1910239	6 SG PVC SWR STP CPLG	61.29	61.29
1	WFI1910241	8 SG PVC SWR STP CPLG	104.11	104.11
1	WFI1910243	10 SG PVC SWR STP CPLG	231.05	231.05
1	WFI1909189	8X6 SLIPXG PVC SWR INCR	133.91	133.91
33		====> SEWER PLUGS		
1	WFI1913281	4 PVC SWR SPG END PLUG	12.12	12.12
1	WFI1913283	6 PVC SWR SPG END PLUG	18.57	18.57
1	WFI1913285	8 PVC SWR SPG END PLUG	65.82	65.82

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

QUOTE#: 992709.2
DATE..: 07/01/24
JOB...: 2024-2025 FERNLEY MATERIAL SUPPLY
PAGE#.: 9

Qty	Part #	Description	Price.....	Extended
=====				
	34	====> WING NUT PLUGS		
1	WEZ1601001	4 ETCO T CONE ST-401 SDR SWR PLUG	6.38	6.38
1	WEZ1601003	6 ETCO T CONE SWR PLUG	9.20	9.20
1	WEZ1601005	8 ETCO T CONE SWR PLUG	20.80	20.80
	35	====> SEWER CAPS		
1	WFI1912267	4 SG PVC SWR CAP	16.02	16.02
1	WFI1912269	6 SG PVC SWR CAP	30.07	30.07
1	WFI1A10043	6 SW PVC SWR CAP	19.20	19.20
1	WZNS933581	8 SDR 35 SW CAP	19.80	19.80
	36	====> SEWER PIPE		
20	WPZ1901050	4 X 20 SDR 35 PVC SWR PIPE	3.34	66.80
20	WPZ1901100	6 X 20 SDR 35 PVC SWR PIPE	7.69	153.80
20	WPZ1901150	8 X 20 SDR 35 PVC SWR PIPE	13.96	279.20
20	WPZ1901200	10 X 20 SDR 35 PVC SWR PIPE	21.72	434.40

* * * SALES TAX NOT INCLUDED * * *

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

78.37 +
121.77 +
209.04 +
251.21 +
367.61 +
67.48 +
93.03 +
146.82 +
186.21 +
317.59 +
11.42 +
15.82 +
20.88 +
30.57 +
36.09 +
55.33 +
2.33 +
2.70 +
3.10 +
3.72 +
4.24 +
4.84 +
5.44 +
6.20 +
6.69 +
7.40 +
3.38 +
3.60 +
4.25 +
4.93 +
5.69 +
6.28 +
7.30 +
7.94 +
8.76 +
9.57 +
10.66 +
11.54 +
19.05 +
4.98 +
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8.12 +
9.40 +
10.57 +
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13.03 +
14.00 +

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14.27	+
15.56	+
23.96	+
7.39	+
8.44	+
11.29	+
14.87	+
16.94	+
20.24	+
25.38	+
40.01	+
9.61	+
10.34	+
12.38	+
14.23	+
15.24	+
17.29	+
13.46	+
21.50	+
23.52	+
25.55	+
29.61	+
50.13	+
14.63	+
15.80	+
17.01	+
22.25	+
27.50	+
32.84	+
38.46	+
64.72	+
168.42	+
233.63	+
267.39	+
274.52	+
836.62	+
1,290.95	+
997.83	+
1,522.87	+
378.07	+
186.97	+
96.80	+
57.10	+
57.28	+
43.00	+
34.97	+
440.62	+
61.07	+
22.57	+
27.71	+
26.66	+

pg. 3 of 6

43.45	+
51.49	+
68.73	+
97.34	+
73.74	+
107.43	+
24.18	+
27.87	+
34.58	+
94.29	+
112.36	+
59.19	+
27.54	+
30.04	+
68.60	+
75.95	+
105.92	+
143.05	+
1,663.43	+
2,403.38	+
3,238.34	+
4,174.29	+
190.55	+
213.62	+
299.65	+
765.32	+
1,073.81	+
279.67	+
39.86	+
210.52	+
79.25	+
79.25	+
85.64	+
85.64	+
4,354.35	+
4,553.07	+
1,133.76	+
919.24	+
66.53	+
54.54	+
102.06	+
97.92	+
64.37	+
7.99	+
280.13	+
428.06	+
53.30	+
48.35	+
66.53	+
312.41	+
136.35	+

pg. 4 of 6

136.35 +
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206.13 +
153.00 +
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1,588.00 +
2,001.80 +
2,530.40 +
5.06 +
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24.94 +
40.87 +
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5.92 +
9.14 +
14.52 +
25.23 +
29.52 +
4.02 +
6.10 +
10.23 +
16.75 +
20.43 +
32.47 +
5.76 +
9.58 +
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187.67 +
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309.47 +
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8.06 +
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11.20 +
16.40 +
50.42 +
46.96 +
24.84 +
24.82 +
48.88 +
30.70 +
61.29 +
104.11 +
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133.91 +
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61.29	+
104.11	+
231.05	+
133.91	+
12.12	+
18.57	+
65.82	+
6.38	+
9.20	+
20.80	+
16.02	+
30.07	+
19.20	+
19.80	+
66.80	+
153.80	+
279.20	+
434.40	+
52,509.46	*



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 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:

510-810-614, 520-810-614, 100-417-420, 510-840-614, 100-475-420

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the award of the 2024-2026 Fire Protection Maintenance and Service Contract to Johnson Controls Fire Protection LP.

AGENDA ITEM BRIEF:

This is a biennial contract to service the City's fire protection systems including sprinkler systems, fire extinguishers, fire alarms, backflow assemblies, etc. Facilities covered under this contract include Fernley Lassen Train Depot, City Hall, Water Treatment Plant, Public Works Shop, and the Out of Town Park.

RECOMMENDED MOTION:

"I move to approve the award of the 2024-2026 Fire Protection Maintenance and Service Contract to Johnson Controls Fire Protection LP."

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 the contract award and provide staff with further direction.

BACKGROUND:

This is a biennial contract award for Fire Protection Maintenance and Service for the City of Fernley. This will include all City of Fernley facilities, including fire sprinkler, suppression systems and fire extinguishers.

Work consists of servicing on a scheduled and emergency, as needed, basis, for all City of Fernley Properties, including City Hall 595 Silver Lace Blvd, Public Works Shop 355 Cottonwood Lane, Out-of-Town Park, Water Treatment Facility 1315 Mesa Dr, and the Fernley Lassen Train Depot.

This contract allows Johnson Controls Fire Protection LP to test all Fire Sprinklers, Fire Alarms, and Fire Extinguishers, provide fire extinguisher training, etc. The contract also provides for testing of the Sapphire Suppression System and FM-200 Fire Suppression System.

The contract also requires that the selected contractor must be able to provide service and/or materials to re-charge any of the Fire Suppression System within 48 hours of a discharging event.

PRIOR COUNCIL ACTION

July 6, 2022, Possible award of 2022-2024 Fire Protection Maintenance Contract to Johnson Controls Fire Protection LP, Motion Passed

August 5, 2020, Possible award of 2020-2022 Fire Protection Maintenance Contract to Johnson Controls Fire Protection LP, Motion Passed

June 6, 2018, Possible award of 2018-20 fire protection maintenance contract to ABC Fire and Cylinder Service, Motion passed

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.045 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:**ATTACHMENTS:**

1. 2024-2026 Bid Opening Table
2. Johnson Controls Bid Submittal



2024-2026 Biennial Fire Protection Maintenance & Service Contract
City of Fernley – Public Works Department
Bid Opening - May 22, 2024, at 3:00 PM

Name of Bidders	Proposal Amount
Johnson Controls	\$11,585. ⁷⁸

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



April 26, 2024

City of Fernley

RE: 2024-2026 Biennial Fire Protection Maintenance and Service Contract, at 595 Silver Lace Blvd, Fernley, NV 89408.

Dear Sir or Madam:

We are enclosing the bid of Johnson Controls Fire Protection LP (herein "Contractor") relative to the above captioned bid solicitation/ RFQ Number for the furnishing of **2024-2026 Biennial Fire Protection Maintenance and Service Contract, at 595 Silver Lace Blvd, Fernley, NV 89408.**

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Below is a list of items we would like to clarify should we be awarded the contract:

1. Professional Liability Insurance will not be provided as it is not applicable to the services being provided.
2. Copies of our insurance policies will not be given to the City.
3. **Indemnity.** Johnson Controls Fire Protection LP agrees to indemnify Customer for all damages, losses and expenses with respect to any third-party claims against the Customer for personal injury, including death, or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls Fire Protection LP in fulfilling its obligations under this Agreement. In the event Johnson Controls Fire Protection LP is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls Fire Protection LP elects to undertake such defense, then Johnson Controls Fire Protection LP shall have exclusive control over the defense.
4. **Payment.** All payments are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Invoicing disputes must be identified in writing within (twenty-one) 21 days of the invoice date. Payments of any undisputed amounts are due upon resolution. All other amounts remain due within (thirty) 30 days. Failure to make payments when due will give Johnson Controls Fire Protection LP, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend software licenses, require go-forward cash in advance payment and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of Johnson Controls Fire Protection LPs' reasonable collection costs (including legal fees and expenses). In the event of

Customer's default, the balance of any outstanding amounts will be immediately due and payable.

Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered.

In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Sincerely,

Alan Dunn

Customer Care Representative, Fire Protection LP, Northern Nevada
Building Solutions
Johnson Controls

775-378-9070 Mobile
alan.misho.dunn@jci.com
www.johnsoncontrols.com

Johnson Controls
1105 S. Rock Blvd, Suite 127
Reno, NV 89502
USA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-5-23-24*	CONTACT NAME: Chad Mannella PHONE (A/C, No, Ext): (866) 966-4664 E-MAIL ADDRESS: JCI.certrequest@marsh.com FAX (A/C, No):														
INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CHI-010071987-04 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		MWTB 313946-23 (Excludes New Hamp) MWTB 313949-23 (Primary NH \$250k) MWZX 313950-23 (Excess NH \$4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2023 10/01/2023 10/01/2023	10/01/2024 10/01/2024 10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	MWC 313943-23 (AOS - see page 2) MWXS 313944-23 (OH & WA)	10/01/2023 10/01/2023	10/01/2024 10/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER City of Fernley 595 Silver Lace Blvd. Fernley, NV 89408	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC		NAMED INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

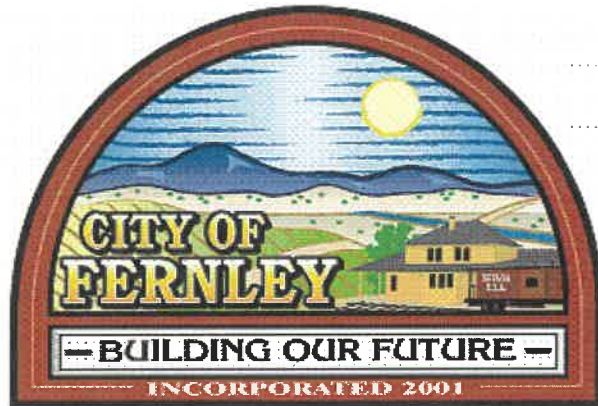
Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012



**FIRE PROTECTION
MAINTENANCE AND SERVICE
CONTRACT**

BID OPENING: May 22nd, 2024, at 3:00 PM

To Supply Service from July 1, 2024 – June 30, 2026

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ADVERTISEMENT FOR PROPOSALS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2024-2026 Biennial Fire Protection Maintenance and Service Contract, at 595 Silver Lace Blvd., Fernley, NV 89408. Bids must be **received** by **Wednesday, May 22nd, 2024**. Bids will be opened at 3:00 PM.

The Scope of Work consists of:

Servicing on a scheduled and emergency as-needed basis, the various fire protection systems, and equipment for the following City of Fernley properties:

City Hall-595 Silver Lace Blvd,
Public Works Shop-355 Cottonwood Lane,
Out-of-Town Park-Farm District Road
Water Treatment Facility-1315 Mesa Drive,
Fernley Lassen Train Depot – 675 E. Main Street

Proposals will be accepted on a per inspection fee and base material costs. Proposals shall also include any miscellaneous charges such as minimal hourly charges. The bids shall be reviewed and selected based on the total annual cost. Proposals must be submitted on the City of Fernley Bid Table completed in its entirety.

No proposal will be accepted from a Contractor who is not licensed for this type of work in accordance with the applicable Nevada Revised Statutes. A Statement of Qualifications shall be included with the bid packages.

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department via mail or e-mail by calling 775-784-9910.

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

Barry Williams, Deputy Public Works Director

* Published in the Reno Gazette Journal, RGJ Online, and the Local News Leader from 4/22/2024 to 5/22/2026.

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

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

2. SUBMISSION OF BIDS:

- a. Bids from employees of the City of Fernley shall NOT be considered.

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

3. NO BID-NO RESPONSE:

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

4. WITHDRAWAL OF BIDS:

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

5. LATE BIDS:

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

6. BIDDER'S PREFERENCE:

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

7. AWARD OF CONTRACT:

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

8. DEFAULT OF CONTRACT:

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

9. APPEAL BY UNSUCCESSFUL BIDDER

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

by the City Council following the informal hearing prescribed herein. Such stay of action will be lifted if the Council rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of the State of Nevada, (*per Section 28 of the attached Standard Form Contract*).

APPENDIX A--SPECIFICATIONS

The scope of work consists of servicing on a scheduled and emergency as-needed basis, the City of Fernley Properties, including City Hall 595 Silver Lace Blvd, Public Works Shop 355 Cottonwood Lane, Out-of-Town Park, and Water Treatment Facility 1315 Mesa Drive, Fernley Lassen Train Depot, Fernley NV.

City of Fernley (595 Silver Lace Blvd):

Annually: Fire Sprinklers, Fire Alarm, Backflow Assemblies and Fire Extinguishers, Sapphire Suppression System, and provide Fire Extinguisher Training to City Staff.

Additionally, in the event that a discharge of the FM-200 system occurs, the Contractor must ensure that the system will be fully recharged and restored to full operation within 48 hours of notification. *The selected FM-200 servicing facility contact information must be submitted with your Bid document.*

City of Fernley (355 Cottonwood Lane):

Annually: Check and recharge all fire extinguishers for all water and sewer facilities, and vehicle extinguishers.

Fernley Out of Town Park:

Annually: Check and recharge all fire extinguishers for all parks and recreation facilities and vehicle extinguishers.

City of Fernley Water Treatment Facility (1315 Mesa Drive):

Annually: Two buildings equipped with Wet Sprinkler Systems and Fire Riser Backflow Prevention (RP) Devices. All Four Facility Buildings are equipped with Open Zone and In-Duct Smoke Detectors. Monitor and control by Honeywell "Notifier" Systems. Perform the required testing and inspections of all Fire/Life Safety Alarm Systems per NFPA 72, Chapter 10 Inspection, Testing and Maintenance. Testing and inspection shall include diagnostic tests of the control equipment, auxiliary/monitoring functions, functional test of the audible and visual signaling and initiating devices including, but not limited to, all area smoke detectors, all duct-mounted smoke detectors, all manual pull stations and fire sprinkler water flow and tamper switches as applicable. The facility is also equipped with 38 portable Fire Extinguishers in various sizes. Any/all scheduled, or expiration type gauges will be replaced included in this contract. It is the Bidder's responsibility to tour/pre-check all equipment as applicable prior to bid submission.

Semi Annually:

Building Electric Room is also equipped with an FM-200 Fire Suppression System that is monitored and controlled through its independent system. This system shall be tested/inspected/maintained every at least six months including scheduled gauge replacements.

Biennial Fire Protection Maintenance and Service Contract Bid

Additionally, in the event that a discharge of the FM-200 system occurs, the Contractor must ensure that the system will be fully recharged and restored to full operation within 48 hours of notification. The selected FM-200 servicing facility contact information must be submitted with your Bid document.

Fernley Lassen Train Depot (675 E. Main Street): Annually, Sprinkler Inspections, Alarm Inspections, all on site Fire Extinguishers and Backflow Assemblies.

BID TABLE:

Location	Service	Service Period	Cost
City Hall (595 Silver Lace Blvd) *Emergency Lights were added late in 2023. \$700.00 per year is added to the final total. **Price does not include fire extinguisher training	Fire Sprinkler Inspection	Annual	\$ <u>685.00</u>
	Fire Alarm	Annual	\$ <u>581.00</u>
	Backflow Assemblies (each)	Annual	\$ <u>200.00 each</u>
	Fire Extinguishers (10)	Annual	\$ <u>251.00</u>
	Fire Extinguisher Training	Annual	\$ <u>30.00 per person</u>
	Sapphire Suppression System*	Semi-Annual	\$ <u>1,200.00</u>
City Hall	Total Annual Cost		\$ <u>3,817.00</u>
Public Works Shop (355 Cottonwood Lane)	Fire Extinguishers (73)	Annual	\$ <u>1,773.00</u>
Public Works Shop	Total Annual Cost		\$ <u>1,773.00</u>
Out of Town Park (Farm District Road)	Fire Extinguishers (21)	Annual	\$ <u>515.00</u>

Biennial Fire Protection Maintenance and Service Contract Bid

Out of Town Park	Total Annual Cost		\$ <u>515.00</u>
-------------------------	--------------------------	--	------------------

Water Treatment Facility (1315 Mesa Dr)	Fire Sprinkler Inspection	Annual	\$ <u>575.00</u>
	Fire Alarm	Annual	\$ <u>1,451.00</u>
	Backflow Assemblies (each)	Annual	\$ <u>225.00 each</u>
	Fire Extinguishers (38)	Annual	\$ <u>921.00</u>
	Fire Extinguisher Training	Annual	\$ <u>30.00 per person</u>
	FM-200 Fire Suppression System*	Semi-Annual	\$ <u>1,200.00</u>
Water Treatment Plant	Total Annual Cost		\$ <u>4,597</u>

Location	Service	Service Period	Cost
Fernley Lassen Train Depot (675 E. Main St.) * Sprinkler Inspection Includes: Wet sprinkler, antifreeze and backflow assemblies	Fire Sprinkler Inspection	Annual	\$ <u>543.17</u>
	Fire Alarm Inspection	Annual	\$ <u>182.61</u>
	Fire Extinguishers (5)	Annual	\$ <u>158.00</u>
Fernley Lassen Train Depot	Total Annual Cost		\$ <u>883.78</u>

Biennial Fire Protection Maintenance and Service Contract Bid

	Total Annual Cost for all Facilities		\$ 11,585.78
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*Upon notification by the City, bid recipient must be able to provide the service and/or materials to re-charge any of the Fire Suppression Systems within 48 hours of a discharging event.

I certify I/We the undersigned can guarantee the above quoted prices for a period of two years, starting July 1, 2024, to June 30, 2026.

jdunna2

Digitally signed by jdunna2
DN: cn=jdunna2
Reason: I am the author of this document
Location:
Date: 2024-04-25 13:04:07:00

Signature of Bid Preparer

Johnson Controls Fire Protection LP

Company Name

4/25/2024

Date

APPENDIX B - Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

Johnson Controls Fire Protection
1105 S. Rock Blvd.
Ste. 127
Reno, NV 89502

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

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and

federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

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

10. CONTRACT TERMINATION.

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

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

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

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

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

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

15. INDEMNIFICATION.

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

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

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a

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

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

Biennial Fire Protection Maintenance and Service Contract Bid

comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

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Workers' Compensation and Employer's Liability Insurance:

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

_____ has entered into a contract with Owner to perform work from 07/01/2024 to 06/30/2026 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.

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Biennial Fire Protection Maintenance and Service Contract Bid

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 liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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Business Automobile Liability Insurance:

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

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

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Professional Liability Insurance:

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

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Umbrella or Excess Liability Insurance:

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

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Commercial Crime Insurance:

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

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Performance Security:

- 1) Amount required: \$ **0.00**

Biennial Fire Protection Maintenance and Service Contract Bid

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

General Requirements:

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

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be

submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

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

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

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

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

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

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

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or

includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

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

23. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure 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 offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

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

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

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

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

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

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

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

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

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

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

34. COOPERATION OF PARTIES. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all

additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

CITY MANAGER

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

Benjamin Marchant, City Manager

DATED this ____ day of _____, 20____.

CITY ATTORNEY

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

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

Aaron Mouritsen, City Attorney

DATED this ____ day of _____, 20____.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Public Works Director

BARRY WILLIAMS, PUBLIC WORKS DIRECTOR

DATED this ____ day of _____, 20____.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

Neal E. McIntyre, MAYOR

DATED this ____ day of _____, 20____.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20____.

Biennial Fire Protection Maintenance and Service Contract Bid

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20____.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 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:

510-840-426

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the award of the 2024-2026 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Service LLC in amount not to exceed \$0.39 per gallon.

AGENDA ITEM BRIEF:

This is a contract to pick up and dispose of residuals solids from the Water Treatment Plant. To allow for more accurate budgeting, the City prefers that prices are locked in and renewed on a biennial basis. This contract was advertised for bid in accordance with NRS.

RECOMMENDED MOTION:

"I move to approve the award of the 2024-2026 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Service LLC in amount not to exceed \$0.39 per gallon".

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 the contract award and provide staff with further direction.

BACKGROUND:

This is a biennial contract award for the removal of residuals from the City of Fernley Water Treatment Plant. The scope of this contract will include vacuuming the residuals out of holding tanks at the Water Treatment Plant and hauling the liquid containing approximately 2% solids to a State of Nevada approved Landfill for disposal. Marshall's Sanitation Service LLC will handle all permitting and costs associated with disposal (dump fees, environmental fees, etc.) which is included in their all-inclusive per gallon bid price of \$0.39 per gallon.

PRIOR COUNCIL ACTION

July 6, 2022, Possible award of 2022-2024 Water Treatment Plant Residual Solids Removal Contract to Marshall's Sanitation Service LLC in an amount not to exceed \$0.39 per gallon, Motion Passed

June 17, 2020, Possible award of 2020-2022 Water Treatment Plant Residual Solids Removal Contract to Clean Harbors Environmental Service in an amount not to exceed \$0.37 per gallon, Motion Passed

June 06, 2018, Possible award of 2018-2020 water treatment plant residuals removal to Waters Vacuum Truck Service, Motion passed

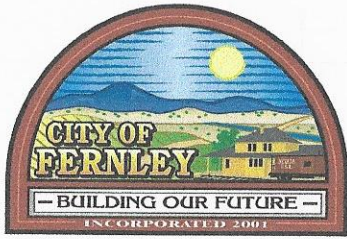
RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.045 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

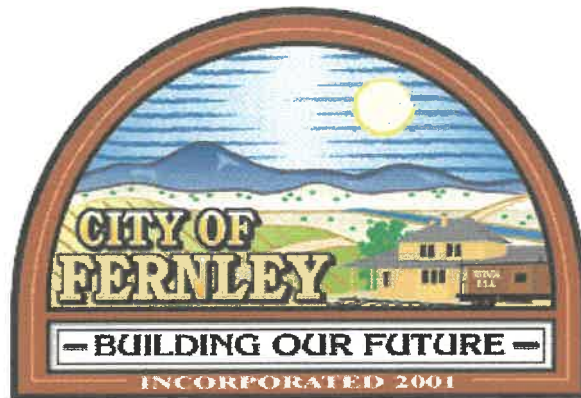
1. 2024 Bid Opening Table
2. Marshalls Sanitation Service LLC Bid Submittal



2024-2026 Biennial Water Treatment Plant Residual Removal
City of Fernley – Public Works Department
Bid Opening May 22, 2024 – 3:00 p.m.

Name of Bidders	Specifications provided	Proposal Amount	Bid Provisions
Marshall's Septic Service	Yes	\$0.39	Yes

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



**WATER TREATMENT PLANT
RESIDUAL REMOVAL
CONTRACT**

BID OPENING: May 22nd, 2024, at 3:00 P.M.

To Supply Service from July 1, 2024 – June 30, 2026

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ADVERTISEMENT FOR PROPOSALS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2024-2026 Biennial Water Treatment Plant Residual Removal Contract, by mail, at 595 Silver Lace Blvd, Fernley, NV 89408. Bids must be postmarked by **Wednesday, May 22nd, 2024**. Bids will be opened at 3pm.

The Scope of Work consists of:

Loading, Transportation and Disposal of iron enriched liquid waste containing approximately 2.0% total suspended solids from the City of Fernley Water Treatment Plant located at 1315 Mesa Drive in Fernley to the Lockwood Regional Landfill. The specific constituents contained in the suspended solids are described in the attached laboratory reports. Bidders must have the ability to vacuum residual solids from solids holding tanks via a contractor supplied flex hose capable of attaching to the facility's three-inch female "Quick Coupler".

Proposals will be accepted on a per gallon charge. Proposals shall also include any miscellaneous charges such as minimal hourly charges in per gallon charge. ***This is a non-hazardous haul from a drinking water treatment facility. City of Fernley will be responsible for the cost of sampling. Contractor will be responsible for any necessary permitting.*** Proposals must be submitted on the City of Fernley Bid Table.

No proposal will be accepted from a Contractor who is not licensed for this type of work in accordance with the applicable Nevada Revised Statutes. A Statement of Qualifications shall be included with the bid packages.

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department via mail or e-mail by calling 775-784-9910.

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

Barry Williams, Public Works Director

* Published in the Reno Gazette Journal, RGJ Online, and the Local News Leader from 4/22/2024 to 5/22/2026.

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

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

2. SUBMISSION OF BIDS:

- a. Bids from employees of the City of Fernley shall NOT be considered.
- b. Bids and addenda thereto shall be enclosed in sealed envelopes, marked as indicated in the invitation to bid, addressed to the City of Fernley Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 with the name and address of

Biennial Water Treatment Plant Residual Removal Contract

the bidder, date of opening on the face of the envelope. Telegraph, telephone, facsimile bids, or bids post marked after the bid date, will NOT be considered.

3. NO BID-NO RESPONSE:

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

4. WITHDRAWAL OF BIDS:

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

5. LATE BIDS:

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

6. BIDDER'S PREFERENCE:

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

7. AWARD OF CONTRACT:

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

8. DEFAULT OF CONTRACT:

- a. In case of default of the contractor, the City may procure the articles or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- b. If public necessity requires that use of materials or supplies not conforming to the specifications, they may be accepted, and payment therefore shall be made at a proper adjustment in price.

- c. Default by the bidder in any manner including failure or refusal to furnish any item or items at the price AND/OR TIME specified in the bid shall be considered cause for the Council, to remove the bidder from the approved bidders list for not less than 6 months not more than one year AND retain the bid security posted for the contract (if required by the bid).

9. APPEAL BY UNSUCCESSFUL BIDDER

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

Biennial Water Treatment Plant Residual Removal Contract

APPENDIX A--SPECIFICATIONS

The scope of work consists of the loading, transportation and disposal of iron enriched liquid waste containing approximately 2.0% suspended solids from the City of Fernley Water Treatment Plant located at 1315 Mesa Drive in Fernley to any disposal facility that has been and is currently approved by the State of Nevada Bureau of Water Pollution Control. No alternative disposal sites will be considered.

The specific constituents contained in the suspended solids are classified as non-hazardous. The most recent laboratory analysis report for permitting disposal at an approved disposal facility can be viewed on pages 9, 10 and 11. Bidders must have the ability to vacuum residual solids from solids holding tanks via a contractor supplied flex hose capable of attaching to the facility's three inch female "Quick Coupler".

Any spills requiring cleanup, as determined by City Staff, caused by either the Contractor's equipment or operations will be the responsibility of the Contractor to resolve.

All fees and charges from the disposal facility shall be borne by the Contractor. Contractor shall also obtain all necessary permits from all State, Local and Federal jurisdictions for the transportation of the liquid waste from the Water Treatment Plant.

All coordination regarding disposal requirements for the disposal facility shall be the responsibility of the Contractor. The City of Fernley will be responsible for the disposal facility sampling requirements.

The anticipated waste hauling for this contract is estimated to be 400,000 gallons annually.

Volume will vary based on water demands, and the City of Fernley is requesting a proposal based on a per gallon fee, and on an as needed basis. Submissions are to include all fees and charges in the per gallon bid. The City of Fernley will not approve invoices for any additional fees that were not included in the bid submission. Haul requests will be placed by Water Treatment Plant Staff when residual solids to be removed are not less than 70,000 gallons. The Contractor shall begin hauling within a time frame agreeable between Water Treatment Plant Staff and Contractor. Hauling shall not be delayed without justifiable cause and any delays shall be coordinated with Water Treatment Plant Staff.

Residual solids will be required to be picked up from the treatment plant Monday through Friday between the hours of 6:30 AM and 2:00 PM, excluding Holidays.

Water Treatment Plant site visits to inspect connection requirements and additional data on current residual solids is available during the bid period by contacting the City of Fernley Public Works Department.

Biennial Water Treatment Plant Residual Removal Contract

BID TABLE

Price per gallon, all fees are to be included in the price per gallon bid.
\$ <u>39</u> per gallon

Laboratory Report
TCLP-8 Metals Analysis Report

<i>Parameter</i>	<i>Method</i>	<i>Result</i>	<i>Units</i>	<i>Reporting Limit</i>
Arsenic-ICP-MS	SW-846 6020	<0.1	mg/L	0.1
Barium-ICP MS	SW-846 6020	<0.5	mg/L	2
Cadmium-ICP-MS	SW-846- 6020	<0.1	mg/L	0.1
Chromium- ICP-MS	SW-846-6020	<0.1	mg/L	0.1
Lead-ICP-MS	SW-846 6020	<0.1	mg/L	0.1
Mercury- AA Cold Vapor	SW-846-7470	<0.002	mg/L	0.002
Selenium-ICP-MS	SW-846-6020	<0.5	mg/L	0.5
Silver	SW-846-6020	<0.1	mg/L	0.1

Additional Typical Lab Data Available on pages 9, 10, and 11:
pH, Suspended Solids Not to Exceed 20,000 mg/L or 2%,
TPH-E, TPH-P and VOC's (EPA 8260)

**RESIDUAL SOLIDS TO BE HAULED ARE NOT A U.S. DEPARTMENT
OF TRANSPORTATION HAZARDOUS MATERIAL**

Marshall's Sanitation Services LLC
DBA Marshall's Septic Care

Biennial Water Treatment Plant Residual Removal Contract



Silver State
Analytical Laboratories
Sierra Environmental Monitoring

Silver State Labs-Reno
1135 Financial Blvd
Reno, NV 89502
(775) 867-2400 FAX: (888) 399-7002
www.ssilabs.com

Analytical Report

Workorder#: 19060689

Date Reported: 6/27/2019

Client: CITY OF FERNLEY UTILITIES
Project Name: TPAS
PO #: WT-189618

Sampled By: B. Howard

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled				Date Received	
19060689-01	TPAS	06/12/2019 8:35				6/12/2019	
Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
pH	SM 4500 H+ B	7.33	pH Units		KK	06/17/2019 15:27	H
pH Temperature	SM 4500 H+ B	22.0	°C		KK	06/17/2019 15:27	H
Suspended Solids	SM 2540 D	17000	mg/L	5	AA	06/12/2019 12:24	

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled				Date Received	
19060689-02	TPAS	06/12/2019 8:35				6/12/2019	
Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
TPH Extractables	EPA 8015	See Report			CW		
TPH Purgables	EPA 8015	See Report			CW		
VOC 8260	EPA 8260	See Report			CW		

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled				Date Received	
19060689-03	TPAS	06/12/2019 8:35				6/12/2019	
Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Arsenic	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 8:21	
Barium	EPA 8020	1.1	mg/L	0.5	KL	06/25/2019 8:21	
Cadmium	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 8:21	
Chromium	EPA 8020	0.4	mg/L	0.1	KL	06/25/2019 8:21	
Lead	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 8:21	
Mercury	EPA 7470	< 0.01	mg/L	0.01	KL	06/25/2019 9:48	
Selenium	EPA 8020	<0.5	mg/L	0.5	KL	06/25/2019 8:21	
Silver	EPA 8020	<0.1	mg/L	0.1	KL	06/25/2019 8:21	

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc.
(775) 355-1044 / (775) 355-0406 FAX / 1-800-283-1183
225 Glendale Ave. - Suite 21 - Sparks, Nevada 89431-5578

Analytical Report

WO#: SSL1906452

Report Date: 6/24/2019

CLIENT: Silver State Analytical Laboratories Collection Date: 6/12/2019 8:35:00 AM

Project:

Lab ID: 1906452-01

Matrix: AQUEOUS

Client Sample ID TPAS

Analytes	Result	RL	Qual	Units	Date Analyzed	Method
TPH-E (DRO)	ND	0.50		mg/L	6/17/2019	TPH-E by EPA 8015C
TPH-E (ORO)	ND	0.50		mg/L	6/17/2019	TPH-E by EPA 8015C
Sum: Nonane	101	63-125		%Rec	6/17/2019	TPH-E by EPA 8015C
TPH-P (GRO)	ND	0.50		mg/L	6/19/2019	TPH-P by EPA 8015C
Sum: 1,2-Dichloroethane-d4	110	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Sum: Toluene-d8	106	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Sum: 4-Bromofluorobenzene	98	70-130		%Rec	6/19/2019	TPH-P by EPA 8015C
Chloromethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
Vinyl chloride	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromomethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
Trichlorofluoromethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Dichloromethane	ND	8.0		µg/L	6/19/2019	VOCs by EPA 8260B
trans-1,2-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1-Dichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
cis-1,2-Dichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chloroform	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,1-Trichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Carbon tetrachloride	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Benzene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichloropropane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Trichloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromodichloromethane	3.8	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
cis-1,3-Dichloropropene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
trans-1,3-Dichloropropene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,2-Trichloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Toluene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
Dibromochloromethane	17	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Tetrachloroethene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Chlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Ethylbenzene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
m,p-Xylene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
Bromoform	28	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
o-Xylene	ND	1.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,1,2,2-Tetrachloroethane	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,3-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,4-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
1,2-Dichlorobenzene	ND	2.0		µg/L	6/19/2019	VOCs by EPA 8260B
Sum: 1,2-Dichloroethane-d4	110	70-130		%Rec	6/19/2019	VOCs by EPA 8260B
Sum: Toluene-d8	106	70-130		%Rec	6/19/2019	VOCs by EPA 8260B
Sum: 4-Bromofluorobenzene	98	70-130		%Rec	6/19/2019	VOCs by EPA 8260B

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc.
255 Glendale Ave. #21
Sparks, Nevada 89431
TEL: (775) 353-1044 FAX: (775) 353-0406
Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906452

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPHE_W

Sample ID: MB-7755	SampType: MBLK	TestCode: TPHE_W	Units: mg/L								
Client ID: PBW	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192824									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	ND	0.05									
TPH-E (ORO)	ND	0.5									
Sum: Nonane	0.15		0.15		99.7	63	125				

Sample ID: LCS-7755	SampType: LCS	TestCode: TPHE_W	Units: mg/L								
Client ID: LCSW	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192825									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	2.81	0.05	2.5	0	112	69.6	123				
Sum: Nonane	0.155		0.15		103	60	129				

Sample ID: 1906586-02AMSD	SampType: MSD	TestCode: TPHE_W	Units: mg/L								
Client ID: BatchQC	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192830									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	2.9	0.1	2.5	0	116	79	140	2.74	5.8	8	
Sum: Nonane	0.302		0.3		101	68.8	128	0.293	0	0	

Sample ID: 1906586-02AMS	SampType: MS	TestCode: TPHE_W	Units: mg/L								
Client ID: BatchQC	Batch ID: 7755	TestNo: SW8015	SW8015								
Prep Date: 6/17/2019	RunNo: 6749	SeqNo: 192828									
Analysis Date: 6/17/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-E (DRO)	2.74	0.1	2.5	0	110	79	140				
Sum: Nonane	0.293		0.3		97.7	68.8	128				

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc
255 Glendale Ave, #11
Sparks, Nevada 89431
TEL: (775) 333-1044 FAX: (775) 333-0400
Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906452

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/P_W

Sample ID: MB-7798	SampType: MBLK	TestCode: TPH/P_W	Units: mg/L								
Client ID: PBW	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194585									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	ND	0.05									
Sum: 1,2-Dichloroethane-d4	0.011		0.01		100	69.51	130.49				
Sum: Toluene-d8	0.011		0.01		100	69.51	130.49				
Sum: 4-Bromofluorobenzene	0.0097		0.01		67.1	69.51	130.49				

Sample ID: GLCS-7798	SampType: GLCS	TestCode: TPH/P_W	Units: mg/L								
Client ID: BatchQC	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194584									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	0.428	0.05	0.4	0	107	73.9	128				
Sum: 1,2-Dichloroethane-d4	0.01		0.01		100	69.51	130.49				
Sum: Toluene-d8	0.0101		0.01		101	69.51	130.49				
Sum: 4-Bromofluorobenzene	0.01		0.01		100	69.51	130.49				

Sample ID: 1906592-01AGSD	SampType: GSD	TestCode: TPH/P_W	Units: mg/L								
Client ID: BatchQC	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194585									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	1.97	0.25	2	0	98.6	60	125	1.94	1.6	28	
Sum: 1,2-Dichloroethane-d4	0.0529		0.05		106	69.51	130.49	0.0505	0	0	
Sum: Toluene-d8	0.049		0.05		98.0	69.51	130.49	0.0482	0	0	
Sum: 4-Bromofluorobenzene	0.0517		0.05		103	69.51	130.49	0.0545	0	0	

Sample ID: 1906592-01AGS	SampType: GS	TestCode: TFHP_W	Units: mg/L								
Client ID: BatchQC	Batch ID: A7798B	TestNo: SW8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194584									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
TPH-P (GRO)	1.94	0.25	2	0	97.0	60	125				
Sum: 1,2-Dichloroethane-d4	0.0505		0.05		101	69.51	130.49				
Sum: Toluene-d8	0.0482		0.05		98.3	69.51	130.49				
Sum: 4-Bromofluorobenzene	0.0545		0.05		109	69.51	130.49				

Biennial Water Treatment Plant Residual Removal Contract



Alpha Analytical, Inc.
255 Glendale Ave. #21
Sparks, Nevada 89431
TEL: (775) 833-1044 FAX: (775) 833-0406
Website: www.alpha-analytical.com

QC SUMMARY REPORT

WO#: 1906462

24-Jun-19

Client: Silver State Analytical Laboratories

Project:

TestCode: TPH/P_W

Sample ID: 1906592-01AGS	SampType: GS	TestCode: TPH/P_W	Units: mg/L								
Client ID: BatchQC	Batch ID: A7798B	TestNo: 6W8015									
Prep Date: 6/19/2019	RunNo: 6791	SeqNo: 194584									
Analysis Date: 6/19/2019											
Analyte	Result	PQL	SPK Value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPQLimit	Qual

APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

MSC
P.O. Box 403
Fallon NV 89407
marg@mscseptic.com

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

and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

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

10. CONTRACT TERMINATION.

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

Biennial Water Treatment Plant Residual Removal Contract

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

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

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

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

14. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public

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transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

COF

CTR

Workers' Compensation and Employer's Liability Insurance:

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

_____ has entered into a contract with Owner to perform work from 7/01/2024 to 6/30/2026 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

Biennial Water Treatment Plant Residual Removal Contract

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.

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1)

Commercial General Liability Insurance:

Minimum Limits required:

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

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

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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
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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

Biennial Water Treatment Plant Residual Removal 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
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Umbrella or Excess Liability Insurance:

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

COF	CTR
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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
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Performance Security:

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

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees and immune contractors*** shall be named as additional insured 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 insured.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured's 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

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agents in the State of Nevada upon whom service of process may be made, and

- b. Currently rated by A.M. Best as "A- VII" or better.

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

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

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

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

Biennial Water Treatment Plant Residual Removal Contract

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

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

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

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

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any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Biennial Water Treatment Plant Residual Removal Contract

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____.

CITY ATTORNEY

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

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

Aaron Mouritsen, City Attorney

DATED this ____ day of _____, 20____.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Public Works Director

BARRY WILLIAMS, PUBLIC WORKS DIRECTOR

DATED this ____ day of _____, 20____.

CONTRACT ACCEPTANCE AND EXECUTION:

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

Biennial Water Treatment Plant Residual Removal Contract

FERNLEY:

Neal E. McIntyre, MAYOR

DATED this ____ day of _____, 20____.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20____.

Biennial Water Treatment Plant Residual Removal Contract

CONTRACTOR

BY: Mary Marshall

TITLE: Office Manager

FIRM: LLC

BUSINESS LICENSE #: NN20201931310

Address: P.O. Box 403

City: Fallen State: NN Zip Code: 89407

Telephone: 75428-1208 / Fax #: _____

E-mail Address: mary@mscseptic.com

[Signature]

(Signature of Contractor)

DATED this 15 day of May, 2024.



Marshall's Sanitation Service LLC dba
Marshall's Septic Care
4250 Reno Hwy Fallon, NV 89406
P.O. Box 403, Fallon, NV 89407
[Tel:\(775\) 428-1208](tel:(775)428-1208) Mobile: (775) 427-9603 E-
mail: Mary@mscseptic.com

State of Nevada Business License
No. NV20201931310

City of Fernley Business License
No. BL15-46654

EPA Permit No. CH-17-11355

DOT No. 2835822

Duns No. 048691900

Cage No. 87D26

NAICS Code: 562991, 562998,
237110, 484230, 562119, 561720

Disposal site approval: 2nd Chance
Farm Permit No. NS2020504

Statement of Qualifications

Marshall's Septic Care began in 2013 as a septic and grease trap company excited to meet the community's needs. Since then, we have had the opportunity to grow organically, reorganize, and service our communities in several other ways. We strive to ensure all state and federal regulations are met, from removal to disposal, cleanly and effectively. With every job, we renew our commitment to provide companies with the most thorough, safe, and cost-effective solutions for disposal and transportation of their liquid non-hazardous waste management needs. Marshall's Septic Care has 4 trucks with a combined capability of transporting 17,000 gallons. Marshall's Septic Care has had the opportunity to haul bulk non-hazard waste for the following Clients:

City of Fernley (we have the current contract now)

Dairy Farmers of America

Clean Dried Processing Inc.

BHI Company (Maverick)

Tri General Improvement District

SPB Utility Services

City of Fallon

Fallon Paiute- Shoshone Tribe Wastewater Treatment Plant

CB&I Storage Tank Solutions, LLC

Premier Magnesia, LLC

New Millennium Building Systems, LLC

Middlegate Station

Coeur Rochester SNC

Pyramid Lake Paiute Tribe

Kennametal Inc.

Churchill County Facilities Park & Recreation

Ormat Nevada Inc.

Defense Base Services, Inc.

Nevada Department of Transportation Elko

Nevada Department of Transportation Winnemucca

Pioneer Crossing Casino

Northern Region, Nevada State Parks: Dayton, Washoe, Lahontan

R & M Mobile Home Park

Stockman's Casino, Inc.

Yomba Shoshone Tribe

Fallon RV Park



CERTIFICATE OF LIABILITY INSURANCE

MARSH-1

OP ID: AW

DATE (MM/DD/YYYY)

03/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E.H. Hursh, Inc. 296 S. Maine Street Fallon, NV 89406 Christopher W. Rogne, CIC	CONTACT NAME: Christopher W. Rogne, CIC	
	PHONE (A/C, No, Ext): 775-423-6501	FAX (A/C, No): 775-423-7539
	E-MAIL ADDRESS: christopher@ehhursh.com	
INSURED Marshall's Sanitation Services LLC dba: Marshall's Septic Care 4250 Reno Highway Fallon, NV 89406	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Financial Pacific Insurance Co	
	INSURER B: Markel Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 31453	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	60487779	02/22/2024	02/22/2025	EACH OCCURRENCE \$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY	X	X	60487779	02/22/2024	02/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ ANY AUTO							BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS							PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB ☒ OCCUR			60487779	02/22/2024	02/22/2025	EACH OCCURRENCE \$ 1,000,000	
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	DED ☐ RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	MWC0100560-08	09/30/2023	09/30/2024	☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding Biennial Water Treatment Plant Residual Removal Contract, the City of Fernley is named additional insured per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

CITYO-2

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christopher W. Rogne, CIC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/30/2023 Policy No. MWC0100560-08 Endorsement No.

Insured: Marshall's Sanitation Services,
 LLC

Premium (See Attached)

Insurance Company: Markel Insurance Company

Countersigned by _____

WC000313

Ed. 4-84

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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Salvador Pleitez

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with Shaw Engineering to Design for the proposed new Ricci Tank (2) and to prepare plans for the Re-coating of the Existing Ricci tank. The proposal is for not to exceed the amount of \$192, 100

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for the Design of the New Ricci Tank (2) and prepare plans for the Rehabilitation and Re-coating of the existing Ricci Tank for the not to exceed 192,100.00.

RECOMMENDED MOTION:

"I move to approve the contract with Shaw Engineering, Inc. in the amount not to exceed \$192,00000 for the Design Plans and Specifications Preparation for the New and Rehabilitation of the existing Ricci Tank."

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:

The location of the Ricci Tank is centrally located to many resident homes, and the demand is quite high. While the Sage and the Northeast Tanks take 6 hours to drain from high level to low level, the Ricci Tank goes from high level to low level in 3 hours. Geographically, it makes sense to add additional storage at this location. The city parcel is a 5-acre parcel with room to accommodate a second tank, and it is also within a relatively short distance to extend a new line from the high-pressure line along Mull Road. This also means that once constructed the tank will provide relief to the high-pressure pumps station at the WTP because it will allow the pumps to have longer lagging times due to the extra storage.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The approved current 2024-2025 includes this CIP project.

ATTACHMENTS:

1. 2024.10.02 Professional Contract - Shaw
2. Design Proposal _Shaw_Signed 090524

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 2nd day of October 2024, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Shaw Engineering, a Consultant, whose address is 20 Vine St. Reno, NV 89503 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work with Fee Schedule. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
2. **Attachment B:** N/A
3. **Attachment C:** N/A
4. **Attachment D:** N/A

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in

CONTRACT

A Contract For Design Professional Services

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

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

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to

CONTRACT

A Contract For Design Professional Services

reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1.0 to 4.0) \$ 192,100

Subtotal OPTIONAL Professional Services: (Task X.X) \$ 0

Total NTE Amount (Including OPTIONAL Services) \$192,100

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

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

If to Contractor: Contractor
Address
City State

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal

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A Contract For Design Professional Services

funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

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A Contract For Design Professional Services

- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party

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A Contract For Design Professional Services

may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **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.
10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public

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A Contract For Design Professional Services

body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

- a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.
- b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.
- c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

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

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A Contract For Design Professional Services

insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

COT

CTR

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

City of Fernley

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595 Silver Lace Blvd
Fernley, NV 89408

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



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

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

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- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

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

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

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

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

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

20. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency,

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legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

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

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

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

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

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- 25. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 26. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 27. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 28. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 29. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 30. NON-DISCRIMINATION:** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation,

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

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.



September 3rd, 2024

Salvador Pleitez, P.E.
Senior Project Manager
595 Silver Lace Boulevard
Fernley, NV 89408

Re: **Proposal for Engineering Services**
Ricci Tank 2 Design and Ricci Tank 1 Recoat
Fernley, Nevada

Dear Mr. Pleitez:

At your request Shaw Engineering (Shaw) is pleased to submit an engineering services proposal for the design of one new treated water storage tank and specification of recoating of the existing Ricci Tank located at the Ricci Tank Site on Valley View Drive in Fernley, NV.

The project will include the design of one new 1,500,000 gallon welded steel water storage tank and the recoating of one existing 1,500,000 gallon welded steel water storage tank. The tank will be designed to meet City of Fernley (City) and NDEP Bureau of Safe Drinking Water (BSDW) requirements and will be owned and operated by the City of Fernley. This proposal will coordinate all design and permitting of the tanks. The scope of Work envisioned for the tank design is provided below:

Scope of Work

Task 1 – Site Survey and Geotechnical Investigation

As part of this task, Shaw will utilize Summit Engineering for a topographic and boundary survey of the site, including existing tank design elements such as finish grade, finish floor, and surrounding slopes. A geotechnical investigation will determine seismic design coefficients, seismic hazards, and infiltration capacity for the proposed overflow detention facility. Additional services under this task include one site visit by Shaw staff to document existing site and tank conditions.

Task 2 – Soil Corrosivity Assessment

This task will include a site soil corrosivity assessment. Previous tank dive reports have shown moderate to severe corrosion on the interior headspace of the existing Ricci Tank. The corrosivity assessment will measure soil resistivity, and will review the results of the geotechnical investigation including saturated soil box resistivity, pH, chloride concentration, sulfate concentration and provide recommendations for cathodic protection, if required.

Task 3 – Preliminary Tank Design

Shaw will develop the site plan and details based on the site survey and geotechnical recommendations in Task 1. The preliminary design will include a site plan, grading, utility, erosion control, foundation, and tank appurtenance details. The site plan will extend the fenceline and access around each tank, facilitate drainage around the new tank, and landscaping as required by the zoning code.

The grading plans will be designed to incorporate the finish grade and finish floor elevations of the existing Ricci Tank. The Ricci Tank Site is located on a slope of approximately 4307'. It is estimated that a 30' cut at the southernmost portion of the project boundary will be required to level the new tank site. Grading will be optimized to minimize the volume of export. The grading plan will also include an area to detain a portion of the overflow volume from each tank. It is assumed that a de minimus discharge permit will be able to be obtained as a part of this project so the entire combined tank volume does not need to be detained.

The utility plans will include all information required to connect the proposed tank to the system. The utility plans will include details such as pipe size and material, valve location and type, and tank isolation details.

An Erosion control plan will be developed to ensure runoff from the proposed tank site does not degrade the site or any downhill properties. The erosion control plan will include temporary and permanent sediment and infiltration facilities.

The tank foundation plan will include details for subgrade preparation, backfill requirements, and concrete specifications. The tank details will include all information required to construct tank appurtenances such as tank inlet/outlet, drain, overflow, vents, center support, sampling ports, manways, ladder, tie-off points, guardrails, rafter system, and anchoring method.

Task 4 – Final Tank Design

The final tank design will include details for all site features, such as valve vaults, fill/drain line appurtenances, valve specifications and sizing, fencing, etc. All applicable Nevada Administrative Code (NAC) Chapter 445A requirements will be incorporated into the tank design.

The final tank design will be coordinated, as necessary, with NDEP-BSDW prior to final permit submittal. Permit submittal stamped drawings and opinions of probable construction costs will be provided to the City.

Task 5 – NAC 445A Design Report

Shaw will prepare an NAC 445A Design Report to accompany the new Ricci Tank design drawings and the existing Ricci Tank recoat. The design report will address NAC 445A.67065 thru 445A.67095 inclusive.

Task 6 – Electrical, SCADA, and Telemetry Design

This task will include developing plans to relocate the existing SCADA panels located on the roof of the existing Ricci Tank to the ground and extend the electrical infrastructure from the existing Ricci Tank Site to the new Ricci Tank for SCADA and Telemetry. Shaw will utilize Jensen Engineering to prepare the SCADA and telemetry plans.

Task 7 – Technical Specifications

This task will include the development of all technical specifications for the new 1.5 MG Ricci Tank and recoating the existing Ricci Tank. The exterior of the existing Ricci tank is in good condition, and it is expected that it can be overcoated. The interior of the existing Ricci Tank is in poor condition and needs full rehabilitation, including sandblasting and coating. This portion of the

work will be performed after the new Ricci tank is constructed so that water system operations are not substantially impacted.

Task 8 - Permitting Support

Shaw will prepare permit-ready plans and submit all required documentation to NDEP-BSDW for permitting including design drawings, technical specifications, water project application, and NAC 445A Design Report. This task includes the \$1,133 application fee. During permitting through NDEP-BSDW, Shaw will be available to provide any additional requested design coordination. This task will include reviewing any BSDW comments and up to two revisions to the plans to satisfy agency review comments.

Our engineering fee to complete this Work is as follows:

Task 1	Site Survey and Geotechnical Investigation	\$	22,500
Task 2	Soil Corrosivity Assessment	\$	10,000
Task 3	Preliminary Tank Design	\$	69,200
Task 4	Final Tank Design	\$	37,500
Task 5	NAC 445A Design Report	\$	10,400
Task 6	Electrical, SCADA, and Telemetry Design	\$	17,500
Task 7	Technical Specifications and Project Manual	\$	20,000
Task 8	Permitting Support	\$	5,000
		Total	\$ 192,100

Our fee to provide these services will be billed monthly based on time and materials at our current fee schedule attached. Our total fee for this project will not exceed \$192,100 without prior authorization. These fees will provide all stamped drawings and related requirements for complete permitting through the Bureau of Safe Drinking Water. Minor site grading for areas immediately around the tank is included. It is understood that the City would like the construction of the new tank to be completed by July 2026. Thank you for the opportunity to submit this proposal.

If you have any questions please call.

Sincerely,
SHAW ENGINEERING



Cody Black, P.E.
Senior Principal



Owen Wurgler, E.I.
Project Manager



Signature Above is Owners'
Acknowledgment for Shaw Engineering
to Proceed with the Work

9/5/24



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: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Zachary and Ashleigh Harris, APN 021-111-12 TCID serial number 1021-1-E in the amount of 5.22 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Zachary and Ashleigh Harris, APN 021-111-12 TCID serial number 1021-1-E in the amount of 5.22 acre feet

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement from Zachary and Ashleigh Harris, APN 021-111-12 TCID serial number 1021-1-E in the amount of 5.22 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Zachary and Ashleigh Harris is proposing to dedicate 5.22 acre-feet of water rights appurtenant to APN 021-111-12 (TCID Serial Number 1021-1-E) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Harris Dedication Agreement (1021-1-E)
2. Harris Draft Deed (1021-1-E)

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between ZACHARY HARRIS and ASHLEIGH HARRIS, husband and wife, (the “Dedicator”) and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

RECITALS

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

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

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

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

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

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

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

resolutions, statutes, standards, and policies in effect at the time the request for a will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

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

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

A Five and Twenty-Two One-Hundredths (5.22) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1021-1-E. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-111-12 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on December 18, 2020, as Document No. 627095.

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

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

seed mixture susceptible to natural germination in the climatic conditions existing on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

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

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

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

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

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

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

Dedicator

Robert C. Herrera

995 Winnies Lane

Fernley, NV 89408

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Zachary Harris

Date:

Ashleigh Harris

Date:

Assignee

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

ROBERT C HERRERA

Robert C. Herrera

Date:

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

LYON CO. APN: 021-111-12

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from ZACHARY HARRIS and ASHLEIGH HARRIS, husband and wife as joint tenants, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

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

A Five and Twenty-Two One-Hundredths (5.22) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1021-1-E. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-111-12 and further described as follows:

All that certain real property being a portion of the NE ¼ of SE ¼ of Section 13, Township 20 North, Range 24 East, M.D.B.&M., Lyon County, Nevada, described as follows:

Commencing at the Southeast corner of Section 13, Township 20 North, Range 24, East, M.D.B.&M., and proceeding, thence North 02° 17' 51" West 1313.80 feet to the Westerly right-of-way line of the Fernley Farm District Road, thence North 00° 07' West along said Westerly right-of-way line 479.53 feet to a concrete monument, thence South 84° 34' 03" West 855.12 feet to the true point of beginning, thence continuing South 84° 34' 03" West 167.09 feet, thence North 04° 23' West 364.35 feet, thence North 80° 00' East 167.24 feet, thence South 04° 23' East 368.92 feet to the true point of beginning.

This legal description appeared previously in Document No. 627095, recorded on December 18, 2020, Official Records of Lyon County, Nevada.

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

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

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

DATED this ____ day of _____, 2024.

GRANTORS:

BY: _____
Zachary Harris

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Zachary Harris.

WITNESS my hand and official seal.

NOTARY PUBLIC

BY: _____
Ashleigh Harris

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
Ashleigh Harris.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-320-150

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible Action to approve the liquor license for Big Flavors, LLC dba Fire Forno.

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for Big Flavors, LLC dba Fire Forno.

RECOMMENDED MOTION:

"I move to approve the liquor license for Big Flavors, LLC dba Fire Forno."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes

CURRENTLY BUDGETED:

Yes

FUND/ACCOUNT:

GL No. 100-475-422

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action to adopt a Cooperative Agreement with Nevada Department of Transportation through and including December 31, 2025 to complete a City Corridor Study.

AGENDA ITEM BRIEF:

The Cooperative Agreement aims to provide terms for the City's Corridor Studies, which includes three corridors along US-50A (Main Street and Business 80 between I-80 Exit 46 and Exit 48), State Route (SR) 828 (Farm District Road), and US-95A.

RECOMMENDED MOTION:

I move to approve a Cooperative Agreement between the City of Fernley and the Nevada Department of Transportation regarding Corridor Studies to better plan for and fund projects to install improvements.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may choose not to enter into a Cooperative Agreement with NDOT for Corridor Studies.

BACKGROUND:

In late 2023, NDOT approached the City to enter into a cooperative agreement for long-range Corridor Studies. NDOT was approved for Federal State Planning and Research funds and could supplement the City's consultant fees in the amount of \$150,000 to complete three Corridor Studies including US-50A, SR-828, and US-95A. A Corridor Action Plan could then inform future improvements on these NDOT corridors and also serve as the basis for potential grant funding.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277.080 to 277.110

NRS Chapter 408 – Highways, Roads and Transportation Facilities

49 CFR Part 21

FINANCIAL IMPLICATIONS:

The Fiscal Year 2024–2025 City budget was approved to allocate \$275,000 from the General Fund to Corridor Studies.

ATTACHMENTS:

1. P282-24-802 for Final Signatures

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and City Of Fernley, 595 Silver Lace Blvd., Fernley, Nv 89408, hereinafter called the "CITY."

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to complete the CITY's Corridor Study which includes locations along US-50A, US-95A, and State Route (SR) 828, as described in Exhibit 1 – Project Detail Sheet (Scope & Budget), attached hereto and incorporated herein, (hereinafter called the "PROJECT"); and

WHEREAS, the PROJECT will help inform future improvements that align with the DEPARTMENT's long-range goals as outlined within the One Nevada Transportation Plan; and

WHEREAS, the PROJECT has been approved for Federal State Planning and Research ("SPR") funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.505; and

WHEREAS, the PROJECT services to be provided by the CITY shall be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To provide the DEPARTMENT with a long-range Corridor Action Plan which includes locations along US-50A, US-95A, and SR-828, and to provide quarterly PROJECT updates for inclusion within the DEPARTMENT's SPR Program quarterly reports.

2. To bill the DEPARTMENT monthly during the course of the PROJECT for actual PROJECT costs not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

The CITY shall provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration (FHWA) guidelines.

3. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The CITY shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The CITY, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.

d. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CITY under this Agreement until the CITY complies, and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors shall include provisions making all subcontractor records concerning the PROJECT for audit by the DEPARTMENT and/or the FHWA.

g. Incorporation of Provisions: The CITY shall include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The CITY shall take such action with respect to any subcontract or procurement as the

DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the CITY becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the CITY may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the CITY may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To fund the PROJECT through the Department's SPR Program, estimated to be and not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the December 31, 2025.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. In the event that the CITY performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's parties' governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the CITY shall forfeit any and all right to payment for such work.

4. The CITY, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the other party, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the parties' governing body, prior to such expiration date.

5. This Agreement cannot be extended beyond the expiration date set forth within this Agreement or otherwise amended, unless such extension or amendment is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the parties' governing bodies. Neither party shall rely upon any oral or written representations expressed extrinsic to this Agreement purporting to alter or amend this Agreement without a written amendment approved by the parties' governing bodies, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III, shall survive the termination and expiration of this Agreement.

7. The CITY shall not proceed with said work until the DEPARTMENT provides the CITY with a copy of this fully executed Agreement. If the CITY does commence said work prior to receiving a copy of this fully executed Agreement, the CITY shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates.

8. Neither party shall rely on the terms of this Agreement before it is fully executed and approved by the parties' governing bodies; this includes but not limited to, any written or oral representations and warranties made by the other party or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, or indemnities. In the event either party violates the provisions of this Section, it waives any and all claims and damages against the other party, its employees, agents and/or affiliates, including, but not limited to, monetary damages and/or any other available remedy at law or in equity.

9. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding needed to satisfy this Agreement is withdrawn, limited, or impaired.

10. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail 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 set forth below:

FOR DEPARTMENT:

Tracy Larkin Thomason, P.E., Director
Attn.: Guinevere Hobdy
Nevada Department of Transportation
Division: Planning
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7219
Fax: (775) 887-7207
Email: ghobdy@dot.nv.gov

FOR CITY:

Neal McIntyre, Mayor
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
Phone: (775) 784-9800
Email: mayor@cityoffernley.org

11. The CITY shall ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the CITY and the DEPARTMENT. The CITY shall ensure any subconsultant shall not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the CITY and the DEPARTMENT.

12. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, 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 the Agreement after the intervening cause ceases.

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

14. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

15. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of 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 breach, including a breach of the same term.

16. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which shall set forth the nature and scope thereof. The amount and method of payment for extra work shall be specified at the time the amendment is written.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the First Judicial District Court for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

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

26. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

27. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

28. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

29. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Fernley

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Neal McIntyre, Mayor
City of Fernley

Director

Approved as to Form:

Approved as to Legality and Form:

Attorney

Deputy Attorney General

EXHIBIT 1

PROJECT DETAIL SHEET (Scope & Budget)

Project Title: Main Street Corridor Study								
Department: Public Works – General Services, Streets and Storm Drain								
Description and Justification: As development continues to progress throughout Northern Nevada and Fernley, the capacity of roadways is being stretched thin. Identifying infrastructure needs and planning for their design and installation is critical to providing safe and efficient roadway networks to our citizens. The City currently does not own or operate the major roadways that serve the community. These include Farm District Road, US 95 Alternate, US 50, and Main Street. As such, it is challenged when it comes to planning capacity or safety improvements to meet the demands of new development in Fernley or overall increasing traffic volumes. In 2023, NDOT and City staff began discussing ways to better plan and communicate the need for these improvements. It was determined that performing individual intersection studies would be expensive and inefficient and not capture all of the needs along the entire length of the road. A corridor study was a better option to achieve a more holistic transportation planning effort that not only included intersections but also other safety improvements such as lighting, lane configurations, lane widths, signs, striping, etc. Similar studies have been completed in areas of Reno and Sparks and Mt. Rose Highway. This project would complete a corridor study for the Main Street corridor from Interstate 80 Exit 46 to Interstate 80 Exit 48. The project would be completed by the City in conjunction with The Nevada Department of Transportation under an interlocal agreement to share costs to complete the work. The corridor studies will consist of an existing system assessment, road safety audit, public outreach and stakeholders meetings, development of alternatives and complete a safety management plan report. The final study will be a guide for improvements along the corridor and allow the City and NDOT to better plan for and fund projects to install the improvements.								
Relationship to (2021-2026) Strategic Plan: (Livable Community) “Manage sustainable growth and maintain public infrastructure.”								
Relationship to Council Priorities: FY 2022/2023 Budget Priorities, as approved at the December 15, 2021 Fernley City Council Meeting								
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	1	100-475-422	\$300,000	\$300,000				
E. Furnishings/ Equipment								
F. Departmental Equipment								
G. Contingency								
H. Other								
Total			\$300,000	\$300,000				

Project Title: Farm District Road Corridor Study								
Department: Public Works – General Services, Streets and Storm Drain								
<u>Description and Justification:</u> As development continues to progress throughout Northern Nevada and Fernley, the capacity of roadways is being stretched thin. Identifying infrastructure needs and planning for their design and installation is critical to providing safe and efficient roadway networks to our citizens. The City currently does not own or operate the major roadways that serve the community. These include Farm District Road, US 95 Alternate, US 50, and Main Street. As such, it is challenged when it comes to planning capacity or safety improvements to meet the demands of new development in Fernley or overall increasing traffic volumes. In 2023, NDOT and City staff began discussing ways to better plan and communicate the need for these improvements. It was determined that performing individual intersection studies would be expensive and inefficient and not capture all of the needs along the entire length of the road. A corridor study was a better option to achieve a more holistic transportation planning effort that not only included intersections but also other safety improvements such as lighting, lane configurations, lane widths, signs, striping, etc. Similar studies have been completed in areas of Reno and Sparks and Mt. Rose Highway. This project would complete a corridor study for the Farm District Road corridor from the roundabout at Main Street and US 50 to the Farm District Road intersection with US 50. The project would be completed by the City in conjunction with The Nevada Department of Transportation under an interlocal agreement to share costs to complete the work. The corridor studies will consist of an existing system assessment, road safety audit, public outreach and stakeholders meetings, development of alternatives and complete a safety management plan report. The final study will be a guide for improvements along the corridor and allow the City and NDOT to better plan for and fund projects to install the improvements.								
Relationship to (2021-2026) Strategic Plan: (Livable Community) “Manage sustainable growth and maintain public infrastructure.”								
Relationship to Council Priorities: FY 2022/2023 Budget Priorities, as approved at the December 15, 2021 Fernley City Council Meeting								
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	1	100-475-422	\$300,000	\$300,000				
E. Furnishings/ Equipment								
F. Departmental Equipment								
G. Contingency								
H. Other								
Total			\$300,000	\$300,000				
<u>Source of Funds Legend</u> (1) General Fund (3) Sewer Enterprise Fund (5) Capital Fund (7) Other (2) Water Enterprise Fund (4) Federal Grants (6) RCT Funds								



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

For discussion and possible action to direct staff to apply for a Recreation Trail Program – Project Planning grant for \$94,000 to fund engineering and design for a trail and amenities through Main Street Park.

AGENDA ITEM BRIEF:

Staff is seeking council approval to apply for a \$94,000 grant to fund engineering and design for a paved path and parking at Main Street Park. The path will connect the sidewalk to the west with the park and provide a direct route from downtown to the Polaris Plaza and the CRRC campus, influencing pedestrian accessibility in the area.

RECOMMENDED MOTION:

I move to approve staff to apply for a Planning Project grant from the Nevada Recreation Trail Program for the engineering design of a trail and amenities at Main Street Park.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council can choose to not apply for a Planning Project grant to fund the engineering design.

BACKGROUND:

In 2013 the City received 50% topographic site plans from CFA Planners – Engineers – Landscape Architects – Surveyors – Construction Inspection for the Black Rock Arts Park, known today as Main Street Park. The Site Plan was the beginning of the vision and plan known today as the Main Street Art Park. The Site Plan contains topography, boundaries, existing utilities, a compacted aggregate parking lot, concrete art pads, an 8-foot wide compacted aggregate multi-use path and mulch border, site boulders, and 4-foot wide concrete walkways. As you know, some of these elements were constructed.

In 2021, the Rotary received concept plans from L.A. Studio Nevada. These plans conceived many of the same elements of the Black Rock Arts Park with the biggest difference being an artificial turf gathering field where the current parking lot sits.

In 2024, L.A. Studio Nevada provided an opinion of a probable cost of \$94,000 to include engineering and design for the trail and amenities. The cost includes hydrology and geotechnical studies necessary for complete construction drawings.

In September 2024, Fernley Main Street received a \$28,000 grant to complete a crosswalk across Main Street at Lois Lane. Fernley Main Street will work with NDOT for approval through construction.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

The total matching requirement is 20%, which may include in-kind donations and design expenditures to date. The anticipated match whether in-kind or otherwise, is \$18,800.

ATTACHMENTS:

1. Main Street Park Grant Eval_2024.9.25

Grant Name: Recreational Trail Program – Project Planning

CFDA #: 20.219

1) Purpose of Grant/Problem Being Solved. How does this grant tie to strategic goals?:

The Main Street Art Park is strategically located at the heart of what is identified as the 'defined city center' in 2021-2026 strategic plan goal number 2. As the Community Response & Resource Center is under construction and the Main Street Fernley organization has recently been awarded a GOED grant for a crosswalk at Lois Lane and Polaris Plaza, it is now essential to enhance the Main Street Art Park to align with the new city center's ongoing improvements. The Recreational Trail Program grant is integral to this development, aiming to foster a Fernley strategic focus area of a 'livable community'. It lays the groundwork for transforming the Main Street Art Park into a vibrant space where people can stroll between venues, enjoy nature, admire outdoor art installations, and participate in special events.

2) Would receiving this grant benefit the community, society, economic development and/or public well-being? Y x N

With the financial assistance provided by the grant, the City can embark on a stalled project to enhance its Main Street to enable the construction of an urban trail that meanders through the existing Art Park. This trail aims to connect the commercial zones flanking the Art Park, thereby augmenting the pedestrian-friendliness of Downtown Fernley. The final vision for the Art Park's evolution encompasses the installation of additional sculptures, interactive installations, shaded gathering areas, and mulch landscapes. Introducing the new trail is a critical component for integrating these features, which will breathe new life into the Art Park. Local organizations, including Fernley ACES and Main Street Fernley, are eager to utilize the park for events, transforming it into a vibrant location for community gatherings. The initial phase, as outlined in the Recreational Trail Program grant proposal, involves the engineering and design of the walking path, landscaping, and parking lot within the Art Park, as well as hydrology and geotechnical studies.

3) Who/What does the project impact?

Professional design consultants will complete the engineering and design. The impact will include the time required for staff to procure these services.

4) Are matching funds required? Y x N If yes, are they included in the budget? Y N x

Not included in Fiscal Year 2025.

5) Is an in-kind match required? Y N x

The total matching requirement is 20%, which may include in-kind donations and design expenditures to date. The anticipated match, whether in-kind or otherwise, is \$18,800.

6) Will additional staffing be required to manage this grant/project or will additional staff be required to run a project/facility after completion? Y N x

None anticipated.

7) Will any other type of resource be required? Y x N

The grant funds will be used to hire professional design consultants, whom the City will procure through federal procurement procedures.

8) Are there any future costs associated with this project Y x N

The park's maintenance will need to continue in a manner consistent with the other City parks currently overseen by the Public Works Department.

9) What is the expected timeline for the completion of the project?

Should the Recreational Trail Program grant be awarded following the Nevada Division State Parks Committee Meeting in December, the notice to proceed will be issued, allowing procurement activities to be scheduled for the Spring of 2025. It is important to note that grant sub-recipients have up to 24 months from the notice to proceed to complete their projects.

10) Are easements required? Y N x

11) Will there be soil or other environmental studies involved? Y N x

Since the project is a planning grant, it is a categorical exclusion under NEPA.

12) Are there any foreseen geographical issues? Y N x

None anticipated.

13) Are there any potential risks associated with the project? Y N x

None anticipated.

14) If the answers to 4-13 are NO, STOP here.

15) Discuss current costs involved prior to project commencement:

The Public Works Department currently allocates around \$5,000 annually for minor maintenance, herbicide application, and weed abatement. Additionally, there is a two-year lease agreement for the "Turn, Turn, Turn" outdoor art sculpture, costing \$2,000.

16) Discuss any future costs involved with the project after completion (including through the life of the project):

After planning and design are complete, construction of the trail and amenities will need funding. The Main Street Art Park will require regular cleaning, landscaping maintenance, and minor repairs, along with other expenses that are essential for its day-to-day operations, similar to those of existing City parks. Additionally, the City may consider leasing more art pieces. Regardless of whether art is leased or donated, ongoing maintenance of those outdoor art installations will become necessary.

17) Current annual costs to the City prior to commencement of the project and annual costs to the City after project completion:

The City's annual expenses for maintaining the Main Street Art Park currently stand at approximately \$5,000, covering herbicides and labor for weed control and other maintenance. Costs will remain consistent until the trail and amenities are completed.

18) Discuss the benefits should the project be funded (revenues, savings, transportation, productivity, efficiency, or other benefits):

The Main Street Art Park, once fully developed, has the potential to become a central gathering place for the community. It will serve as a vibrant hub for special events like 'Music, Murals, and Margaritas' and local farmers markets, simultaneously bringing life to Polaris Plaza and the Community Center. This transformation of the City into a destination for unique events, rather than a point of departure to events, will enhance the quality of life for residents of Fernley. Additionally, it will boost the Fernley Convention Tourism Authority (FCTA) funds, which can be reinvested to develop interest in Downtown Fernley further.

19) Discuss what may happen if the project is not funded?

The development of Fernley's strategic goal of a defined city center with a mix of entertainment and business will be prolonged.

20) Discuss any long-term impacts of the project that may outweigh the benefits:

There are no negative impacts to this project.

21) Are there any new Revenues that will be generated from the project?

The completion of engineering and design will bring the City a step closer to commencing construction. The introduction of new special event opportunities and associated special event permit fees has the potential to generate additional revenue for the City, particularly from new events hosted for the first time. Expanding the variety and magnitude of events made possible by the Main Street Art Park and the adjacent Polaris Plaza could enhance Fernley's reputation for quality events, which in turn could lead to increased transient lodging tax revenues, too.

22) Rate the feasibility of the grant/project with 1 being a very low level of feasibility and provide a conclusion as to why this grant application should be approved or denied:

1 2 3 4 **5**

The City has collaborated with the Nevada Division of State Parks on the proposed concept for the Main Street Art Park and following their recommendation to apply, there appears to be a reasonable chance of securing a grant award. The city should vie for a portion of the \$1.25 million in grant funding available this cycle. The \$94,000 requested by the City could serve as a pivotal investment to revitalize the long-dormant project, furthering the strategic goal of establishing a defined city center and fostering a livable community.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

Presentation from Kimley-Horn representative Devin Moore on the current status of the roundabout, the implications to future development, and possible solutions.

AGENDA ITEM BRIEF:

With the amount of development over the years, the roundabout at Main Street/US 95A/US 50A/Farm District Road is now falling below acceptable levels of service. Staff now finds itself in a bind between the developers wanting to move forward with their projects and the Transportation Master Plan which indicates that the City should not approve projects that create or contribute to an unacceptable level of service. Devin Moore from Kimley-Horn (the group responsible for creating the Transportation Master Plan) will give the City Council a presentation outlining the current issues with the roundabout, the impact that the unacceptable level of service creates on future development, and possible solutions that the City can look at to mitigate these impacts.

RECOMMENDED MOTION:

None

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:

For more information, please refer to the presentation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Transportation Master Plan

FINANCIAL IMPLICATIONS:

TBD

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 2, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action for direction from City Council on how to structure Special Event Temporary Use Permit fees.

AGENDA ITEM BRIEF:

In April 2024, the City Council approved a new fee schedule for Planning applications. Included in that fee schedule was the creation of a new fee for Special Event Temporary Use Permits. This fee is the total of fees previously collected separately by Planning, Public Works, and the North Lyon County Fire Protection District to conduct the needed application review of each department. In September 2024, the City Council requested a review of this fee, which is the subject of this agenda item.

RECOMMENDED MOTION:

Pleasure of the Council

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

For several years, the process to obtain a permit for a special event involved the event representative visiting five different departments within City Hall and several outside agencies, including the Lyon County Sheriff's Office and the North Lyon County Fire Protection District. Each of these departments and agencies had separate applications that were required and separate fees to be paid. Event representatives found this process hard to navigate and time consuming. The Planning Department agreed.

After receiving many complaints about the tedious special event permit process, the Planning Department began looking at alternative processes in late 2022/early 2023. A more consolidated and streamlined process was put in place in early 2024 reducing the amount of applications the event representatives were required to fill out. The Planning Department, Public Works Department, Animal Control Department, Lyon County Sheriff's Office, and North Lyon County Fire Protection District all worked together to meld their applications together into one comprehensive application. While still requiring separate visits to the City Clerk and Building Department, the overall application process was significantly streamlined.

This consolidation process consisted of two changes to the application fees. The first of these changes was to include all of the application fees for the participating departments and agencies into one fee. To accomplish this, the existing fees were simply added together. The resulting fee would be split amongst the departments. The second change was the added ability for the Planning Director to waive the fees for special events if a nonprofit organization or governmental entity was sponsoring the event. It is fairly common to allow either a full waiver of fees or a significant reduction in fees by other agencies for these two groups.

It should be noted that neither the Lyon County Sheriff's Office nor the Animal Control Department are currently charging review fees for special events permits, so no fees were included for those entities.

The current fee of \$520 was approved by the City Council per Resolution 24-009, adopted on April 17, 2024. The fee is broken down as follows:

Planning Department Fees

-

Fee	Resolution/Adopted	Notes
\$80/hr. of staff time	Resolution 17-018 Adopted 9/20/17	\$260 = 3.25 hours broken down as follows: Application Intake = 0.5 hrs. Distribution = 0.25 hrs. Code Review = 1.0 hrs.
	\$75/hr. fee established in Resolution 01-004 at time of incorporation (Adopted 7/12/01)	Collecting/Organizing Outside Comments = 0.5 hrs. Conditions of Approval = 0.5 hrs. Approval Letter = 0.5 hrs.

Public Works Fees

Fee	Resolution/Adopted	Notes
\$15	Resolution 12-016 Adopted 1/2/13	Application/Administrative Fee
\$200	Resolution 12-017 Adopted 12/5/12	Park Rental Fee – Approved fee is \$250 (events are already getting a reduced fee)

North Lyon County Fire Protection District Fees

-

Fee	Resolution/Adopted	Notes
\$25	Unknown – Created by Outside Agency	Review Fee

-

Miscellaneous

Fee	Resolution/Adopted	Notes
\$20	Resolution 24-009 Adopted 4/17/24	Technology Fee 4% of base fee (will vary if base fee changes)

The total of the Planning Department, Public Works Department, and North Lyon County Fire Protection District fees (\$500) is considered the base fee. The four percent Technology Fee of \$20 is based on this amount.

As of the writing of this report, nobody has been required to pay any fees for a special event permit. The amount collected by the City to date is \$0. Waivers have been granted by the Planning Director for all special event permits since the new process went into effect in early 2024.

Creating a new process is always a challenge and it inevitably needs to be adjusted once put into practice. This consolidated special events application process is no different. Staff recognizes that the fee structure is not perfect and was already considering ways to improve it. As Staff mentioned in the previous City Council discussion of this item, we were already in the process of looking at the possibility of removing the park rental fee and only charging that fee when needed. However, the discussion was brought in front of City Council before staff had a chance to do that on our own.

At this point, there are several different options the City can pursue. These are discussed below.

Revert Back to Separate Applications/Fees

If paying one fee instead of multiple fees is considered problematic, Staff can return to the original Special Event permitting process and require applicants to visit multiple departments and pay multiple (but equivalent) fees. This will ultimately slow down the timeline to obtain a permit but may prove more palatable for the public.

Modify Resolution 24-009

In Staff's opinion, the easiest way to proceed would be to modify Resolution 24-009 to remove the park rental fee from the base fee as we were already in the process of doing. That would reduce the base fee down to \$300 and change the technology fee to \$12, for a new fee of \$312. The park rental fee would then only be charged when/if the event is being held in a public space.

Create a New Fee

The City Council has discretion on fees charged for service provided by the employees to applicants. If the City Council chooses, they can set a new fee in an amount that they feel is appropriate to cover the operations of the departments and agencies who are part of the consolidated special events permitting process. Staff recommends a minimum of \$250 base fee (plus \$10 technology fee) to be consistent with non-special event Temporary Use Permits. This may require multiple fee schedules to be changed depending on what amount the City Council decides upon.

Eliminate the Special Events Permit

While not recommended by Staff, the City Council could make the decision to eliminate the special events permitting altogether. The problem with this solution is that the City loses the ability to monitor activities going on around the City and the ability to make sure that the public health, safety, and welfare are protected for surrounding properties and residents. The forfeiting of these abilities would result in the City foregoing one of the main functions of municipal government.

Other

The City Council may direct Staff to proceed in any other fashion that it deems necessary.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution 12-016 - PW Application/Administrative Fee
2. Resolution 12-017 - PW Park Fees
3. Resolution 17-018 - Planning Hourly Fee
4. Resolution 24-009 - Planning Technology Fee

CITY OF FERNLEY
RESOLUTION 12-016

A Resolution establishing the City Of Fernley
Facility Use 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 off-set the administrative costs and overtime fees associated with the City of Fernley Facilities and after hour use;

NOW THEREFORE, BE IT RESOLVED, that the Facility Use Fee Schedule listed in Exhibit A, be made effective January 2nd, 2013.

PASSED, APPROVED AND ADOPTED this 2nd day of January, 2013, by the following vote of the council:

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

FERNLEY CITY COUNCIL

By: _____
LeRoy Goodman, Mayor

ATTEST:

Kim Swanson, City Clerk

APPENDIX A FEE SCHEDULE and INSURANCE REQUIREMENTS

FACILITY RENTAL FEES

Category A \$15.00 application fee \$25.00 per hour outside of normal business hours (M – F, 8am – 5pm)	Functions that are not commercial in nature, may be open to the general public, and are a community service organization or private function. Hourly fee may be waived by designated City authority if City staff services are not required. (Examples include private birthday parties at parks, TCID meeting in Chambers, RPEN monthly meeting.)
Category B \$15.00 application fee plus \$25.00 per hour \$35.00 per hour outside of normal business hours (M-F, 8am – 5pm)	Functions that are sponsored by organizations or individuals that may be commercial in nature, may produce revenue, and may be promoted to the general public. (Examples include Real Estate class, First Aid class, open community meeting)
Category C \$15.00 application fee plus \$25.00 per hour \$35.00 per hour outside of normal business hours. (M-F, 8am – 5pm)	Any activity including Categories A and B, where alcohol is to be served.
Sports Leagues \$15.00 application fee plus \$2.00 per registered player annually	All Adult and Youth Organized Sports Leagues registered players.

All Rental/Reservation Fees will include a non-refundable \$15.00 administrative fee.

A \$100.00 cleaning deposit may be required for events taking place within City buildings and facilities.

Cleaning deposits and per hour fees for Category A & B events may be waived by the designated City authority and/or his designee, if it can be determined that on-site staffing will not be required for the event.

Key Deposits will be \$35.00 for facilities including concessions and restrooms.

FACILITY INSURANCE REQUIREMENTS

Insurance required unless otherwise stated by a designated City authority. The levels of insurance shall be determined by the complexity of the event and may include the following levels:

Level I	\$500,000 LIABILITY	Example: Bounce House at birthday party in park
Level II	\$1,000,000 LIABILITY	Example: Sports Leagues

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 # 17-018

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 October 1, 2017.

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 20th day of September, 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: 20 Sept 2017

Attest By: 
Kim Swanson, City Clerk

Date: 9/20/17

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

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
Building Permit Plan Check - Planning	40% of Permit Fee
Residential Repeats	\$100
Continuance	50% of filing fee
Design Review	\$2,000
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
Pre-Conference Feasibility	\$800
Sign Master Plan	\$225
Sign Review - Building Permit	\$75
Special Use Permit	\$3,500
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	\$775
Division of Land into Large Parcels, Tentative	\$775
Extension of Time	\$775

Parcel Map, Final	\$1,000
Parcel Map, Tentative	\$2,000
Reversion to Acreage	\$1,000
Roadway Dedication	\$1,500
Subdivision Map, Tentative	\$7,500 + \$50/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,500
Engineering Fees	
Floodplain Development Permit	Actual Cost
Final Improvement Plans Review	\$3,000
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	\$24
3. 101 to 1,000 cubic yards	\$38
4. 1,001 to 10,000 cubic yards	\$50
5. 10,001 to 100,000 cubic yards	\$50 for first 10,000 cubic yards plus \$13.50 for each additional 10,000 cubic yards or fraction thereof.
6. 100,001 to 200,000 cubic yards	\$275.15 for first 100,000 cubic yards plus \$13.50 for each additional 10,000 cubic yards or fraction thereof.
7. 200,001 or more cubic yards	\$410.30 for first 100,000 cubic yards plus \$7.40 for each additional 10,000 cubic yards or fraction thereof.
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	\$1,500
3. Inspection Fees (Improvement Cost from Engineer's Estimate)	
\$0 – \$50,000	5.00%
\$50,001 – \$100,000	4.75%
\$100,001 – \$200,000	4.50%
\$200,001 – \$300,000	4.25%
Over \$300,000	4.00%
4. Costs incurred over the base inspection fee	Actual Cost
Encroachment Permit Fees:	
1. Permit Fee	\$125
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
Tenant Improvement Plan Review	\$250
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)	Actual Cost
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	Actual Cost with a \$1000 deposit
<u>Miscellaneous Fees</u>	
Miscellaneous Engineering/Planning Time	\$80/hr.
GIS Printing Fees	Actual Cost of Production/Printing
Reimbursement Agreement	\$2,000
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

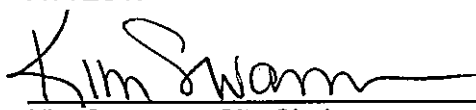
ACKNOWLEDGED AND APPROVED:

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: October 2, 2024

REPORT TO: Fernley Planning Commission

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Ordinance

AGENDA ITEM:

Consideration and possible action on Bill #354, regarding a proposed zoning map amendment (ZMA24003) submitted by Wood Rodgers on behalf of Douglass Development to request a zone change from Neighborhood Commercial (C1) to General Commercial (C2) on a parcel ±5.00-acres in size and generally located north of Farm District Road between Camille Drive and Jenny's Lane (APN: 020-351-08).

AGENDA ITEM BRIEF:

This parcel is zoned Neighborhood Commercial (C1) and the comprehensive plan designated land use is Commercial (C). The developer would like to construct a self-storage, but self-storage is not permitted in the C1 zone, so the developer has submitted a request for a zoning map amendment.

RECOMMENDED MOTION:

If City Council agrees with the premise that the "mini-warehouse" (self-storage) use is appropriate in the C1 zone, staff recommends the following language:

"I move to adopt findings a through c as set forth in the staff report and pass, approve, and adopt Bill # 354 and the associated zoning map amendment as written."

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:

If City Council disagrees with the premise that the "mini-warehouse" (self-storage) use is appropriate in the C1 zone, staff recommends the following language:

"I deny Bill #354 and the zoning map amendment request associated with ZMA24003 because I am unable to make the required finding b. I am unable to make finding b because the uses permitted in the C2 zone, including "mini-warehouse", are generally incompatible with single-family and rural residential neighborhoods."

Note: Though no further language has been provided, all motions consistent with City Council rules of procedure are appropriate.

BACKGROUND:

In April 2005, City of Fernley approved a 10-acre project named "Farm District Commercial" that allowed the uses retail, office, and restaurant. Though infrastructure for this project was constructed east of Jenny's Lane at Farm District Road, the project was ultimately abandoned due to the recession of 2008. The initial project approval is long expired. The current applicant, Douglass Development, purchased this 5-acre portion of the former project in May of 2023; the remaining 5-acres of the former project are owned by a separate investor. All 10 acres of this former project, to include the applicant's 5-acre parcel, are zoned C1. The applicant is requesting to rezone their 5-acre parcel from C1 to C2.

APPLICATION BACKGROUND:

Here is a brief summary of actions taken related to this application to date:

- The zoning map amendment was submitted alongside a conditional use permit (CUP24004) on June 18, 2024. The conditional use permit is currently on hold pending a decision on this zoning map amendment and will have a public hearing at the October 9, 2024 Planning Commission meeting if the zoning map amendment is approved.
- Staff agendaized a public hearing for this item at the August 14, 2024 Planning Commission meeting. Several neighboring property owners were present to voice opposition to the project. Due to neighborhood concern, staff and the developer jointly requested a continuation in order to hold a neighborhood meeting.
- The developer held a neighborhood meeting on August 27, 2024 to explain their development plans. Feedback was mixed, but the majority seemed to prefer a self-storage to other uses that would already be possible in the C1 zone.
- At their September 11, 2024 meeting, Planning Commission voted unanimously to direct staff to insert conditions of approval into the bill that will not allow the zoning map amendment to take effect until construction of the site begins. They further recommended that City Council approve the bill with said conditions incorporated.
- The first reading of the bill occurred at the September 18, 2024 City Council meeting.

SUMMARY OF USE CHANGES:

Unless conditioned otherwise, uses permitted in the C2 zone that are not permitted in the C1 zone are as follows: Halfway house, Bed and breakfast, Hotel/motel, Recreational vehicle park, Payday loan establishment, Title loan establishment, Pawnbroker, Call center, Bail bond services, Equipment sales and rentals, Travel center, Vehicle sales, Crematorium, Event center / banquet hall, Hospital, Medical marijuana establishment, Non-restricted gaming establishment, Major recreational facility, Data processing / hosting and related services (including data centers), Medical production, Craftwork production, Building and landscape materials supplier, Building maintenance services, Mini-warehouse (self storage), Outdoor storage, Heliport/miscellaneous air

transportation, and Parking facility.

Unless conditioned otherwise, uses that only require an administrative review (approved by staff) in the C2 zone versus a conditional use permit (approved by the Planning Commission) in the C1 zone are as follows: Overnight and/or outdoor animal services, Bar/lounge, Liquor store, Courier and messenger services, Maintenance and repair services, Light auto and truck repair, Car wash, Gas station, Vehicle rentals, Entertainment facility / theater, and Minor recreation facility.

ANALYSIS:

Staff contends that a zoning map amendment from C1 to C2 is not appropriate for this site given that it is located within a residential area. The applicant contends that the "mini-warehouse" use should be approved because it should be allowed within the C1 zone due to minimal impacts on the neighboring residences. Staff can support this concept if Planning Commission and Council agree that inclusion of the "mini-warehouse" use within the C1 zone is appropriate. Staff is willing to support the change because many of the residents directly adjacent to the site indicated at the neighborhood meeting that they would prefer self-storage on this parcel as opposed to other uses currently permitted in the C1 zone and pretty much all additional uses that would be permitted in the C2 zone.

The "mini-warehouse" use is not currently permitted within the C1 zone, so a zoning map amendment is still necessary for this project to move forward without first completing a code amendment. If Planning Commission and Council desire a quick approval for this project, staff advises an interim measure whereby the zoning map is approved but is also conditioned to only allow the "mini-warehouse" use.

SUGGESTED CONDITIONS:

Staff and the applicant have agreed on the below conditions. These are incorporated directly into the zoning map amendment bill to ensure all parties are clear on the expectations for this project if approved.

1. The zoning map amendment shall not be effective until the developer completes each of the following:
 - a. Obtains a civil permit for the public infrastructure as required by the conditional use permit process;
 - b. Obtains the necessary building permits to construct the mini-warehouse as approved through a conditional use permit as required under the C2 zoning.
 - c. Begins construction on the site.
2. This zoning map amendment shall expire if a conditional use permit is not issued within 6 months of approval of the zoning map amendment.
3. This zoning map amendment shall expire when the conditional use permit mentioned herein expires and is eligible for the same extensions of time as the conditional use permit.

FINDINGS:

a. Consistent with the city's master plan and otherwise consistent with state and federal law.

This finding can be made. The proposed zone (C2) is an equivalent zoning district of the master plan's Commercial (C) designated land use. The applicant suggests that the proposed zone change supports the master plan community goals and action strategies regarding Land Use (LU) listed below and staff concurs.

LU.1.1 - Encourage new development in areas where adequate public services and facilities can be provided efficiently.

This would be infill development in an existing neighborhood. Adequate public services and facilities already exist in the area.

LU. 1.2 - Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

As previously mentioned, the proposed C2 is an equivalent zoning designation of the C designated land use.

b. Consistent with the surrounding land uses.

This finding may not be made for a zoning map amendment from C1 to C2. The uses permitted in the C2 zone are generally incompatible with single-family and rural residential neighborhoods. The C2 zone should be limited to commercial sites that are adjacent to buffering uses such as neighborhood commercial or multi-family residential.

In Fernley Municipal Code, the concept of intensity refers to density of the use as well as the possibility for unwanted externalities such as noise generation, air pollution, traffic, and similar. To give an idea of scale, for all zones in Fernley (not just the ones permitted in the Commercial designation), Open Space and Parks is the zone considered least intensive and Industrial is the zone considered most intensive.

Here are some examples of uses permitted in C2 and why they may have been considered more intensive than those permitted in C1 by the author of our municipal code :

- Data processing typically generates a lot of noise due to the equipment required to cool the servers stored in a data center.
- An event center can attract a large amount of traffic at one time and events often generate a lot of noise.
- A self-storage facility or vehicle sales are generally unattended, low-traffic uses that interrupt neighborhood connectivity. Pedestrians generally feel safer when neighboring commercial uses attract some traffic, rather than when neighboring uses receive almost zero use and are often empty.
- A crematorium may create air pollution and some residents may find death-related services uncomfortable near their residences.

This finding can be made if the desire is to make a future change to Fernley Municipal Code to allow the use "mini-warehouse" in the C1 zone. If that desire exists, then staff advises that conditions be appended to the zoning map amendment to ensure this parcel can only be developed as a self-storage. Staff will also construe this as direction to consider self-storage for inclusion in the C1 code through our ongoing municipal code rewrite. Ultimate adoption of the rewritten code is still at the discretion of Council by recommendation of Planning Commission.

c. Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

This finding can be made. Staff certifies that public notice was given in accordance with Title 32 of Fernley Municipal Code and Nevada Revised Statutes and a public hearing was held as part of the proceedings of the August 14, 2024 Planning Commission meeting. A public notice was placed in the July 28, 2024 edition of the Reno Gazette Journal and 71 individual letters were mailed to all homeowners and renters within a 500-foot radius of the subject parcel.

At the August 14, 2024 meeting, this item was continued in order to organize a neighborhood meeting for the developer to be able to hear and address concerns from neighboring property owners. The continuation of this item served as the public notice for the September 11, 2024 meeting, and a public hearing was held at that meeting also.

A public hearing will again be held during the October 2, 2024 City Council meeting. A public notice was placed in the September 22, 2024 Reno Gazette Journal and 66 individual letters were mailed to all homeowners and renters within a 500-foot radius of the subject parcel. This is five fewer letters than the initial public hearing mailing because 5 letters addressed to possible renters were returned as undeliverable.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\) Chapter 278](#) - Planning and Zoning

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

[City of Fernley Comprehensive Master Plan](#)

Specific

[NRS §278.260](#) - Determination, establishment, enforcement and amendment of zoning regulations...

[FMC §32.03.040\(e\)](#) - Zoning map amendments (rezoning)

[FMC §32.06.100](#) - Zoning Districts, Commercial (C1, C2, and TC)

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

Note: These links are for quick reference and not all-inclusive. Planning Department will monitor these references through the October 2, 2024 City Council meeting, but does not guarantee link operation or applicability after that date.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill #354 for ZMA24003
2. Applicant Report
3. Traffic Generation Letter
4. Maps

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

BILL # 354
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA24003, TO CHANGE THE ZONING OF ±5.00-ACRES GENERALLY LOCATED NORTH OF FARM DISTRICT ROAD BETWEEN CAMILLE DRIVE AND JENNY'S LANE (APN: 020-251-08) FROM C1 (NEIGHBORHOOD COMMERCIAL TO C2 (GENERAL COMMERCIAL) IN ORDER TO DEVELOP A SELF-STORAGE FACILITY.

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

Section 1: The zoning of that certain real property totaling 5.00 acres, more or less, situated in the City of Fernley, Nevada, being more particularly described on Exhibit "A" attached hereto and depicted on "Exhibit A-1" attached hereto is hereby reclassified from C1 (Neighborhood Commercial) to C2 (General Commercial).

SECTION 2: The zoning map of the City of Fernley shall not be amended until the developer completes each of the following:

- a. Obtains a civil permit for the public infrastructure as required by the conditional use permit process;
- b. Obtains the necessary building permits to construct the self-storage facility as approved through a conditional use permit as required under the C2 zoning;
- c. Begins construction on the site.

SECTION 3: This zoning map amendment shall expire if a conditional use permit is not issued within 6 months of approval of the zoning map amendment.

SECTION 4: This zoning map amendment shall expire when the conditional use permit mentioned herein expires and is eligible for the same extensions of time as the conditional use permit.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 7: This ordinance shall become effective upon passage, approval, and publication.

SECTION 8: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare and convenience.

SECTION 9: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 10: The Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 354 BEING HEREBY PROPOSED this 18th day of September 2024.

BILL # 354 BEING HEREBY PASSED, APPROVED and ADOPTED this 2nd day of October 2024, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

PROJECT SUMMARY

Project Name:	Farm District Storage Zoning Map Amendment and Conditional Use Permit
Site Location:	The subject parcel is 5.0± acres in size located at the northwest corner of Farm District Road and Jennys Lane in Fernley, Nevada
APN Numbers:	020-351-08
Applicant:	Dan Douglass
Applicant’s Representative:	Wood Rodgers, Inc.; Eric Hasty
Owner:	Douglass Development LLC
Proposed Action:	This is a request for: 1) A zoning map amendment on parcel APN 020-351-08 (±5.0 acres) from Neighborhood Commercial (C1) to General Commercial (C2), and 2) A Conditional Use Permit (CUP) for a ±95,633 square foot mini-warehouse/office facility
Land Use Classification:	Commercial (C)
Current Zoning:	C1
Proposed Zoning:	C2
Flood Zone Designation:	Zone X
Gross Site Area	5.0± acres

PROJECT ANALYSIS

Background and Existing Conditions

The 5.0± acre parcel (APN 020-351-08) is located at the northwest corner of Farm District Road and Jennys Lane (project site) on vacant land with utilities adjacent to the property. The subject site has been master planned and zoned commercial for the past two decades. The adjacent parcel to the east had an active commercial development at one point prior to the recession, and still has some improvements that remain on the site. Jennys Lane, located along the eastern boundary, is paved and will provide access into the site. George Lane is a dirt road to the north of the site and separates the site from existing residential (refer to Vicinity and Aerial Maps in Section 2 of this submittal packet). Fernley continues to see growth and specifically along Farm District Road there has been a recent increase in housing development. As the housing demand increases the need for personal storage also increases. Personal storage is typically a great commercial neighbor adjacent to residential given the low traffic generation, typically quiet facilities, and tend to be low impact compared to other commercial uses. Given their low impact, most jurisdictions allow them to be located in neighborhood commercial areas (C1 zoning equivalent in Fernley) similar to the project site. However, City of Fernley code limits their use to general commercial (C2) zoning with a Conditional Use Permit (CUP). As the project site is zoned C1, the applicant is providing both the zoning map amendment to C2 and the CUP for the proposed personal storage use.

Project Request

This application requests to:

- 1) Change the zoning of ±5.0 acres of APN 021-351-08 from Neighborhood Commercial (C1) to General Commercial (C2).
- 2) Approve a Conditional Use Permit (CUP) for a ±95,633 square foot mini-warehouse/office facility on APN 021-351-08.

Comprehensive Master Plan and Zoning Designations

The subject parcel has a Comprehensive Master Plan (Master Plan) designation of Commercial (C) and a zoning designation of Neighborhood Commercial (C1). The Master Plan designation of Commercial would allow for the proposed C2 as a compatible zoning designation. The proposed C2 zoning would allow the proposed personal storage facility included in the CUP portion of this application, which are less intense than some of the uses that are currently allowed within the C1 designation. The majority of higher intense uses in both C1 and C2 would require a CUP and given the surrounding area would require residential adjacency standards to be met. Therefore, the proposed C2 zoning would remain compatible with the other surrounding zoning designations (refer to Master Plan and Existing Zoning Map in Section 2 of this submittal packet).

Surrounding properties and uses	Current Zoning District	Comprehensive Plan Land Use Designation
North Single family detached	RR1	Single Family Residential (SFR)
West Single family detached	RR1	Single Family Residential (SFR)
East Vacant Commercial	C1	Commercial (C)
South Rural residential, single family detached subdivision	RR5, SF20, SF6	Single Family Residential (SFR)

Zoning Map Amendment Justification

The proposed zoning of C2 is allowed within the subject parcel's Master Plan designation of Commercial (C). The proposed change from C1 to C2 will maintain conformance with the Master Plan and will allow for the proposed personal storage facility in an area where adequate public services and facilities can be provided efficiently.

Most of the uses that would be allowed in the C2 zoning designation are already allowed in the current C1 zoning. While the C2 zoning will allow some additional commercial uses when compared to C1, most of these uses would not fit within the project site due to the size constraints and residential adjacency standards that would apply to the project site. Specifically, the residential adjacency standards, which include a one-foot setback for each foot in building height adjacent to a residential use applies to the north, and west boundary of the project site, which will limit the amount of developable land even further. Finally, a majority of the uses that are associated with the C2 zoning would require a Conditional Use Permit (CUP) prior to approval further ensuring that any future use would be compatible with the

surrounding uses. It should also be noted that there are some uses only allowed in the C2, such as personal storage, that are less intense than many of the uses permitted by right in the C1 zoning.

The proposed zoning map amendment is being submitted with the CUP request to allow a mini-warehouse/personal storage facility on the project site, and is further detailed below.

CONDITIONAL USE PERMIT ANALYSIS

Overview

The current request is to develop a personal storage facility with ±94,433 square feet of storage space enclosed within the personal storage buildings and one office building (±1,200 square feet) with supporting on site improvements. Pending the proposed zoning map amendment, the regulatory zoning within the project site is General Commercial (C2) allowing for a personal storage facility with a CUP. There are no existing structures on the site. Proposed improvements include site access, drainage and grading improvements, and the extension of utilities including water, sewer and electric to the development from the adjacent roadways. Primary access to the site will be provided via gated entry from Jennys Lane, and gated emergency access will be provided from Farm District Road. All interior drive aisles will be a minimum of 24 feet wide.

As the proposed development will be adjacent to existing single-family residences to the north and west, the buildings will be screened according to the design standards of Section 32.06.100 of the Zoning Code. The facility will serve as a buffer between Farm District Road, an arterial roadway, and the residences to the north and west. The parcels east of the project site are undeveloped and zoned for commercial uses. The subdivision to the south is separated from the proposed project by Farm District Road and will be further screened by proposed landscaping along the project's street frontage.

Conditional Use Permit: Site Plan Design Standards

The site plan has been designed to comply with the standard requirements of the C2 zoning district (pending approval of zoning map amendment). The project parcel is greater than the required 6,000 square foot minimum lot size and 50-foot minimum lot width. All building heights and setbacks will conform with the development standards of the C2 zone.

Building Design

The proposed project includes a mix of ±94,433 square feet of personal storage space with varying sizes subject to change and a ±1,200 square foot office. There will not be a facility manager who lives on-site, the manager will only be present during office hours. The buildings along the southern boundary will be setback 45-feet from Farm District Road and the buildings along the eastern boundary are proposed to be setback 8-feet from the property line along Jennys Lane which is in accordance with the C2 zoning designations. The buildings along the north and west boundary are setback 10-feet from the property line to accommodate the residential adjacency setbacks which require one foot of setback for every one foot of building height adjacent to residential.

The buildings are proposed to be a mix of materials and colors that will meet the building design standards outlined in Section 20.02.007 of the Fernley Municipal Code. This will include a combination of horizontal, diagonal, and vertical articulation with a combination of popouts, staggered parapets,

horizontal and vertical wall offsets, use of different colors, and material/texture changes. The buildings along the project boundary will be blended with the perimeter fence and walls using similar materials and colors to create a cohesive look without the use of large blank unbroken walls. Conceptual renderings of the proposed buildings have been included with this submittal and are subject to change at final design:



Figure 1: Main Entrance Along Jenny's Lane



Figure 2: Aerial View Looking Northwest from Farm District Road and Jennys Lane

Grading

The project site is a ± 5.0 acre site that is vacant and undisturbed. The site is generally flat with a majority of the site has slopes less than 10%, therefore Section 32.09.130 does not apply. Site grading has been designed to protect the adjacent roadways and the existing residential properties to the west and north as well as direct sheet flow toward a retention pond in the south and northwest corner to capture onsite flows. All finish grad slopes are proposed to be less than 10% with the exception of the 3:1 slopes for the retention pond and grading down to the site from the road shoulder on Farm District Road to the property line which is proposed to be at a $\pm 20\%$ grade.

Drainage

Onsite drainage is proposed to slope to one of the two retention ponds proposed to the southeast along Farm District Road or to the northwest corner of the property. This includes a total of $\pm 12,390$ square feet between the two retention ponds. The site will have valley gutters within the drive isles to capture onsite flows and direct them to the retention ponds. Additional swales located within the landscape area along Farm District Road, and the north and western boundary will also direct onsite flows from the landscape areas to the valley gutters. The retention ponds will have 3:1 slopes and will blend with the landscape with a rock mulch ground cover (*refer to Section 4 of this Submittal Packet for the Preliminary Hydrology Letter*).

Water, Sewer, and Utilities

Overhead power lines and communications are present on north, south, and east property lines and are stubbed on-site at the proposed project entrance along Jennys Lane which will be extended into the site. An existing two-inch gas main is available on the west shoulder of Jennys Lane along the project site east property line as well as an existing four-inch gas main on the north shoulder of Farm District Road and can be extended into the site. Power is operated by NV Energy, natural gas by Southwest Gas, communications/cable TV/internet by Charter and AT&T.

Sanitary sewer exists on the north shoulder of Farm District Road adjacent to the south property line. Wastewater generated by the office is proposed to gravity flow to an exterior wet well with a grinder and sewage pump, which will route wastewater via low pressure force main to an existing gravity sewer manhole in Jennys Lane at its intersection with Farm District Road. Sewer will be provided by the City of Fernley.

Water is stubbed on-site at the proposed project entrance from an existing water main in Jennys Lane on the east property line. A domestic water meter and backflow assembly will be tapped from the existing water stub at the proposed site entrance and extended into the site. A reclaimed water main exists on the north shoulder of Farm District Road and an irrigation water meter and backflow assembly will be tapped from the existing water stub at the proposed site entrance. Water service will be provided by the City of Fernley. A Utility Site Plan and Preliminary Sewer Report identifying the extension and demand of all utilities has been included with this submittal (*reference the Site Plan and the Preliminary Sewer and Hydrology Letter in Section 4 of this Submittal Packet*).

Traffic and Circulation

The proposed access to the project is via Jennys Lane, an existing public street. The street extends north and south of Farm District Road, an arterial roadway immediately south of the project site. The intersection of Jennys Lane and Farm District Road has two-way stop control and marked crosswalks.

The main entry to the project site will be gated to provide security for the personal storage facility. Three parking spaces will be available outside of the gate for visitors, and one employee parking space will be provided inside the gated area. The gate will be setback 60-feet from Jennys Lane to allow for stacking while guests wait for the gate to open. Internal drive aisles range from a minimum of 24-feet wide to a maximum of 45-feet wide to provide sufficient space for vehicle movement. The perimeter lanes are a minimum of 30-feet wide, which will allow firetruck and emergency vehicle circulation on-site.

Pedestrian access will be provided by a sidewalk along Jennys Lane along the western boundary and will tie into the existing crosswalk which provides a pedestrian crosswalk across Jennys Lane to the east and then to a crosswalk across Farm District Road to the south and the existing multi-use path. No pedestrian sidewalk is proposed along Farm District Road since a multi-use path is provided along the southern boundary.

Traffic generated from the project is not anticipated to have a significant impact to the surrounding area including Jennys Lane or Farm District Road as personal storage facilities are very low traffic generators. A Trip Generation Letter was performed by a licensed Engineer as part of this request and is included in Section 4 of the application packet. The letter concludes that the proposed personal storage facility, which is one of the lowest traffic generating uses, is only anticipated to generate a total of 9 AM and 14 PM peak hour trips, with a total of 139 average daily trips. Traffic generation from this request is under the threshold required to trigger a traffic study and is anticipated to have minimal impact to the existing roadways which serve the proposed project.

Parking

As part of the CUP request, a parking reduction from the City of Fernley standard of 1 space per 2,000 square feet of building gross floor area is requested. The minimum parking required according to City of Fernley would require a total of 48 spaces, which is not reflective of the actual amount of parking typically required for a personal storage facility. When referring to the *ITE Parking Generation Manual (6th Edition)* the use of mini-warehouse, defines peak parking demand as 0.10 spaces per 1,000 square feet of gross floor area. For the project's proposed ±95,633 square feet of gross floor area, 10 parking spaces are required. The project proposes a total of 3 parking spaces near the office accessed from the front entrance. The remaining 7 parking spaces can be accommodated by allowing parking to occur in front of the storage units. The 24 to 45 foot wide drive aisles are able to accommodate a parallel parked vehicle for loading/unloading with enough width for another vehicle to maneuver around.

This design, along with the parking reduction using the minimum spaces when referring to the *ITE Parking Generation Manual*, will provide adequate parking for the proposed use even during peak use periods which are not anticipating more than 2-3 users at a time. Due to the nature of the use, a majority of the users will be accessing their personal storage units and will not need to utilize parking spaces in front of the office. The guest parking proposed in front of the office is intended for new customers or customers managing their accounts. Therefore, the proposed parking should be adequate and is typical for the amount of parking provided at similar facilities.

Landscaping

The project includes landscaping located along Farm District Road and Jennys Lane and a minimum 10-foot landscape strip along the north and western boundaries adjacent to residential that will provide trees to help screen the buildings and walls. All landscaping will be designed in accordance with City of Fernley Code requirements and will include drought-tolerant plants and street trees to encourage water-efficient irrigation.

Per Section 32.09.090 of the Zoning Code, a minimum of 15% of the site must be landscaped in the C2 zone. The project site is ± 5.0 acres, which means a minimum of 0.75 acres is required to be landscaped. The proposed site plan includes ± 0.89 acres of landscape area or 17.7% of the site and will exceed the minimum requirements. The Zoning Code requires a minimum of 1 street per 500 square feet, which means a total of 65 trees is required. Additionally, the Zoning Code requires 1 shade tree for every 7 parking spaces. The project is proposing 4 parking spaces which would require a total of 66 trees. A minimum 10-foot landscape strip is required between parking areas and street frontages. One tree shall be planted in each of these landscape strips for every 30 feet of street frontage.

Ground covering will be provided in all landscape areas per Zoning Code requirements. Ground covering may include living plants such as shrubs, turf grasses, vines, or other living ground covers. Decorative rock, pavers, mulch, decomposed granite, or other non-living materials may also be used. Non-permeable materials will not be used for more than 20 percent of the total landscape area, excluding areas of temporary coverage allowed for plants to reach maturity.

Buffering is required to provide landscaped separation and screening between residential and nonresidential uses. The project site borders residential uses to the north and west. The project is proposing a minimum 10-foot-wide landscape buffer along the northern and western boundary. Although this area has a portion of which will provide onsite detention, trees and shrubs will also be located within this buffer. Per the Zoning Code, buffering requirements include planting evergreen trees no further apart than 30 feet on center to help provide a visual barrier between the project and residential uses to the north and west.

Walls/Screening

The project will provide a solid wall/fence to screen the property from neighboring residential uses to the north and south and create privacy, consistent with Section 32.06.100 of the Zoning Code. The buildings located along property boundaries will be incorporated into the wall. The primary entrance and gated emergency access will be fenced with open view fencing. The applicant is proposing to use a metal type wall with panels varying in color and orientation to address the code for solid screening fence as depicted in the conceptual renderings above.

Signage

Any signage proposed in the future will conform with the sign standards found in Section 32.10 of the City of Fernley Zoning Code. It is anticipated small monument style signs and signage on the building would be provided near the front of the office and near the intersection of Farm District and Jenny's Lane.

Police and Fire Service

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Station 62, located approximately 2.5 miles east near the intersection of Red Rock Road and Farm District Road. The main access to the site where police and fire will enter the development is located on Jennys Lane. An additional emergency access point is accessible from Farm District Road.

Development Statistics Summary

The following is a summary of the development statistics of the site:

Total Site Area:.....	±5.0 acres
Total Number of Buildings:	9 buildings (8 storage and 1 office)
Lot Coverage:	±43.9%
Total Building Square Footage:	95,633± square feet (43.9%)
Storage Area:	94,433± square feet
Office Area:	1,200± square feet
Total Paving and Concrete:	76,710± square feet (35.2%)
Storm Water Retention Pond:	12,390± square feet (5.7%)
Minimum Landscape Area Required:.....	0.75 acres (15%)
Total Landscape Area Proposed:	0.89± acres (17.7%)
Minimum Parking Required:	10 spaces
Total Parking Spaces:	3 visitor spaces + 7 parallel parking along drive isles

ZONING MAP AMENDMENT FINDINGS

A zoning map amendment is committed to the city council's legislative discretion.

1. The zoning map amendment may be approved if it is consistent with the city's Master Plan and otherwise consistent with state and federal law.

Response: The proposed zoning of C2 is allowed within the subject parcel's Master Plan designation of Commercial (C). Regardless of C1 or C2, residential adjacency will need to be addressed with a future project to ensure compatibility with the surrounding area. See the below excerpts and comments from the Master Plan demonstrating the alignment of the goals and policies to this zoning map amendment request.

Commercial Master Plan Policies

LU.1.1 Encourage new development in areas where adequate public services and facilities can be provided efficiently.

Comment:

Sewer, Water, and Utilities

Overhead power lines and communications are present on north, south, and east property lines and are stubbed on-site at the proposed project entrance along Jennys Lane which will be extended into the site. An existing two-inch gas main is available on the west shoulder of Jennys Lane along the project site east property line as well as an existing four-inch gas main on the north shoulder of Farm District Road and can be extended into the site. Power is operated by NV Energy, natural gas by Southwest Gas, communications/cable TV/internet by Charter and AT&T.

Sanitary sewer exists on the north shoulder of Farm District Road adjacent to the south property line. Wastewater generated by the office is proposed to gravity flow to an exterior wet well with a grinder and sewage pump, which will route wastewater via low pressure force main to an existing gravity sewer manhole in Jennys Lane at its intersection with Farm District Road. Sewer will be provided by the City of Fernley.

Water is stubbed on-site at the proposed project entrance from an existing water main in Jennys Lane on the east property line. A domestic water meter and backflow assembly will be tapped from the existing water stub at the proposed site entrance and extended into the site. A reclaimed water main exists on the north shoulder of Farm District Road and an irrigation water meter and backflow assembly will be tapped from the existing water stub at the proposed site entrance. Water service will be provided by the City of Fernley. A Utility Site Plan and Preliminary Sewer Report identifying the extension and demand of all utilities has been included with this submittal (reference the Map Pocket of this Submittal Packet).

Schools

The proposed project will not result in new student generation.

Police and Fire Service

The project site is located in an area already served by police and fire services for commercial uses. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Station 62, located approximately 2.5 miles east near the intersection of Red Rock Road and Farm District Road. The proposed emergency access is located on Farm District Road.

LU.1.2 Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

Comment: The subject parcel has a Master Plan designation of Commercial (C). The proposed zoning designation (C2) is in conformance with the land use category. The proposed development will provide a new business to serve local residents and is located in an area with excellent connectivity and access to existing municipal services and amenities.

2. The zoning map amendment may be approved if it is consistent with the surrounding land uses.

Response: The subject parcel is located immediately adjacent to C1 zoning to the east, which could be developed in the future with similar intensity as the proposed C2. The proposed personal storage use is less intense than other potential uses allowed by right in the existing C1 zone. City of Fernley only allows personal storage facilities in the C2 zoning designation. Regardless of C1 or C2 zoning a future project in either would be subject to residential adjacency to ensure compatibility with the surrounding land uses. The proposed zoning map amendment will facilitate the addition of a new commercial business to serve local residents and promote development within the existing community of Fernley. It is consistent with the Master Plan designation and fulfills goals and policies for future growth in the community.

3. The zoning map amendment may be approved if public notice was given, and a public hearing held per the requirements of the development code and Nevada Revised Statutes.

Response: Throughout the entitlement process, the applicant will follow all requirements of the development code and Nevada Revised Statutes for noticing the public, holding meetings, and attending public hearings.

Conditional Use Permit Findings**1. The approving agency must make findings that the proposed conditional use will be in compliance with the Master Plan.****Response:**

This project proposes a C2 zoning designation, which is in conformance with the Master Plan Commercial (C) designation assigned to the site.

2. The conditional use will be compatible with the existing or permitted uses of adjacent properties.

Response:

The proposed personal storage facility is compatible with the surrounding residential and commercial land uses on adjacent properties. The proposed use will not generate excessive noise or traffic. The buildings will be screened from neighboring properties, and landscaping along Farm District Road will provide an additional buffer between the subdivision to the south and the proposed project.

- 3. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment.**

Response:

The proposed project is not anticipated to generate significant demand on natural resources. The project's site is in an area surrounded by development and is considered infill. The site has been previously disturbed and there are existing utilities adjacent to the property and will be extended into the site.

- 4. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities.**

Response:

The proposed project does not include a residential component. The parcel is designated for commercial use, and the proposed development is commercial.

- 5. The conditional use permits impacts have been conditioned to address identified impacts.**

Response:

The site has been designed to meet all applicable City of Fernley Municipal Code standards as described above. The applicant understands that further conditions may be added to address identified impacts.

- 6. Public notice has been given and a public hearing held per the requirements of the development code and the Nevada Revised Statutes.**

Response:

Throughout the entitlement process, the applicant will follow all requirements of the development code and Nevada Revised Statutes for noticing the public, holding meetings, and attending public hearings.

Memorandum



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

To: Dan Douglass
Douglass Development, LLC
11050 Vincent Lane
Reno, NV 89511

From: Pranesh Tarikere, PE
Bryan Gant, PE

Date: June 18, 2024

Subject: Vaquero Storage Trip Generation Analysis

INTRODUCTION

This memorandum has been prepared to present the results of Trip Generation Analysis performed for the proposed 95,633 square foot mini-warehouse (Project). The results of the analysis include an estimate of the weekday daily, AM peak hour, and PM peak hour trips anticipated to be generated by the Project.

PROJECT DESCRIPTION

The Project consists of a 95,633 square foot (sf) self-storage facility, identified as a mini-warehouse under the City of Fernley Municipal Code, located at the northwest corner of the Jennys Lane & Farm District Road intersection in the City of Fernley (City) in Lyon County, Nevada. The Project includes construction of a new 94,433 sf storage area and 1,200 sf office area.

Access to the project will be provided via full access gated driveway on N Jennys Lane on the east via Farm District Road or right only gated exit driveway on Farm District Road on the south.

A Project site plan is included at the end of this memorandum as **Attachment A**.

TRIP GENERATION ANALYSIS

ITE TRIP GENERATION

Trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, with Mini-Warehouse (ITE Code 151) rates used for the Project.

Trip generation rates based on ITE are summarized in **Table 1**.

Table 1. Project Trip Generation Rates

Land Use ¹	ITE Code	Units	Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Rate	In	Out	Rate
Mini-Warehouse	151	KSF ²	1.45	59%	41%	0.09	47%	53%	0.15
<i>Notes:</i> ¹ Trip rates are based on ITE Trip Generation Manual (11th Edition) average rates. ² KSF = 1,000 square feet									

Applying these rates, the trips anticipated to be generated by the Project are summarized in **Table 2**.

Table 2. Project Trip Generation Summary

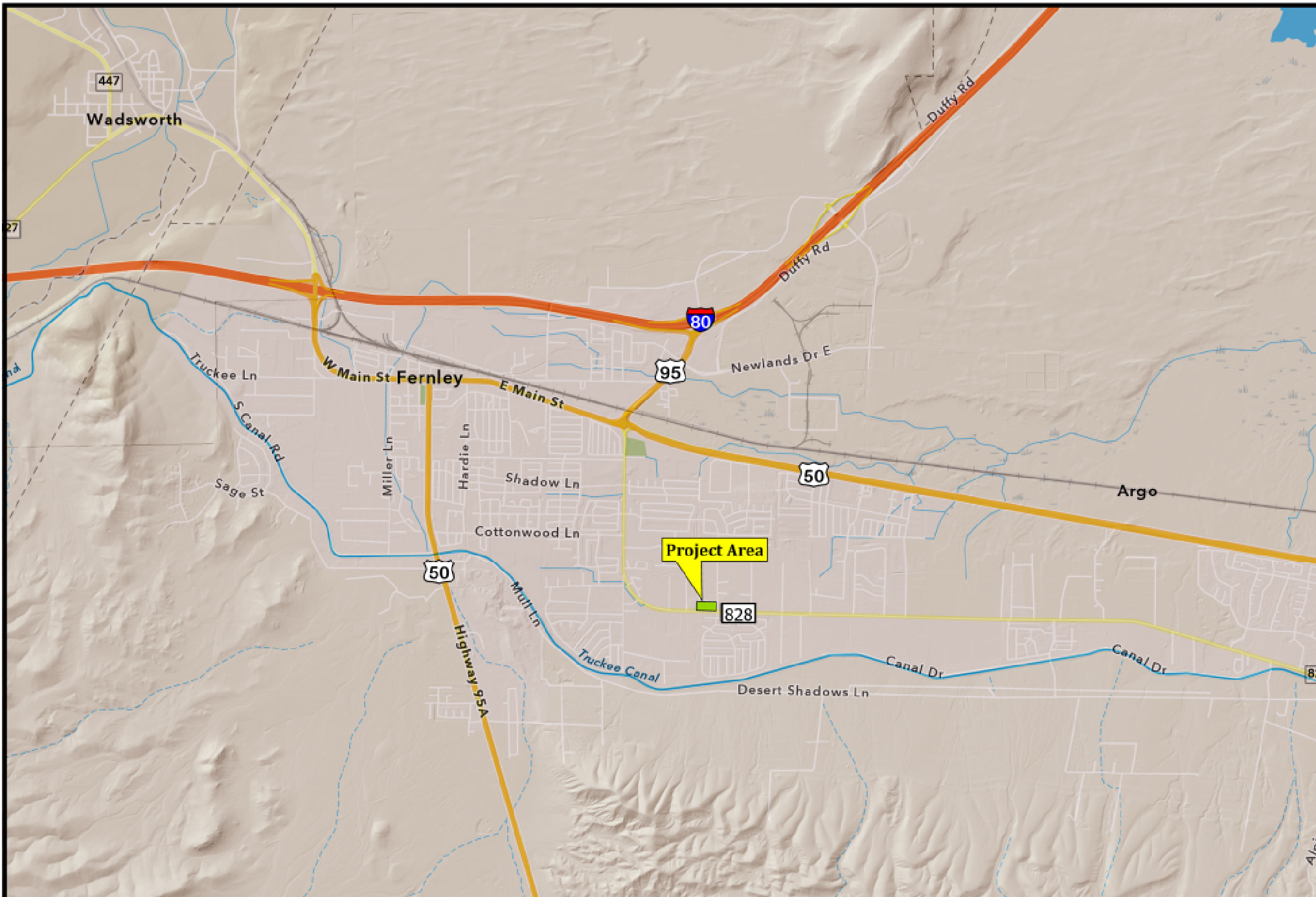
Land Use	Quantity	Units	Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Mini-Warehouse	113.47	KSF ²	139	5	4	9	7	7	14
Total Primary Trips			139	5	4	9	7	7	14
<i>Notes:</i> ¹ Trip generation estimates are calculated based on ITE Trip Generation Manual (11th Edition) average rates. ² KSF = 1,000 square feet									

The Project is expected to generate a total of 139 daily trips with 9 AM peak hour trips (5 Inbound, 4 Outbound) and 14 PM peak hour trips (7 Inbound, 7 Outbound).

The trips generated by the Project is not significant and not anticipated to create new traffic impacts to the adjacent street network.

ATTACHMENTS:

Attachment A: Project Site Plan



Vicinity Map

Vaquero Storage

June 2024



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Reno, NV 89902 Fax: 775.823.4066



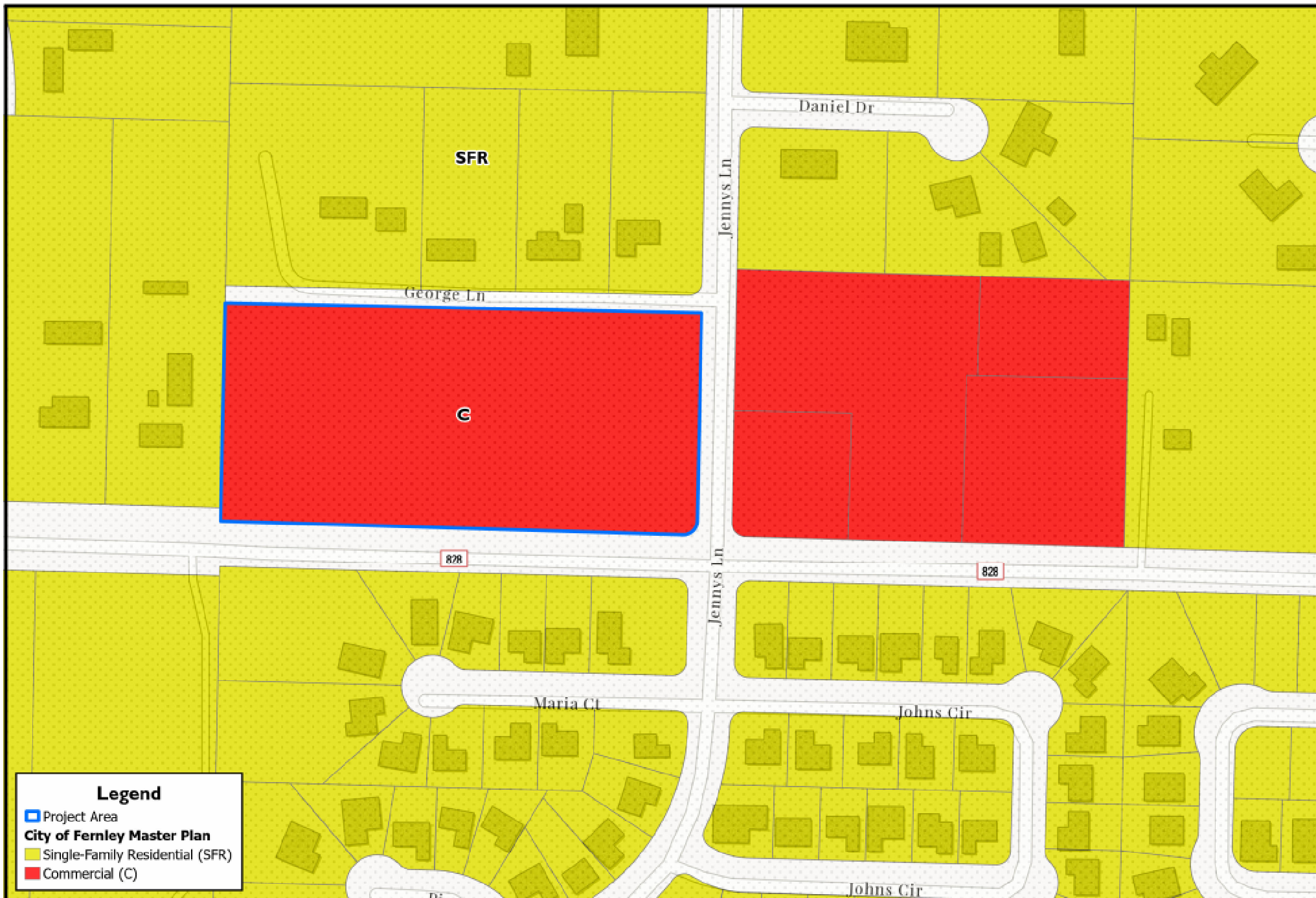

0 105 210
Feet

Aerial Map

Vaquero Storage

June 2024


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Master Plan **Vaquero Storage** **June 2024**

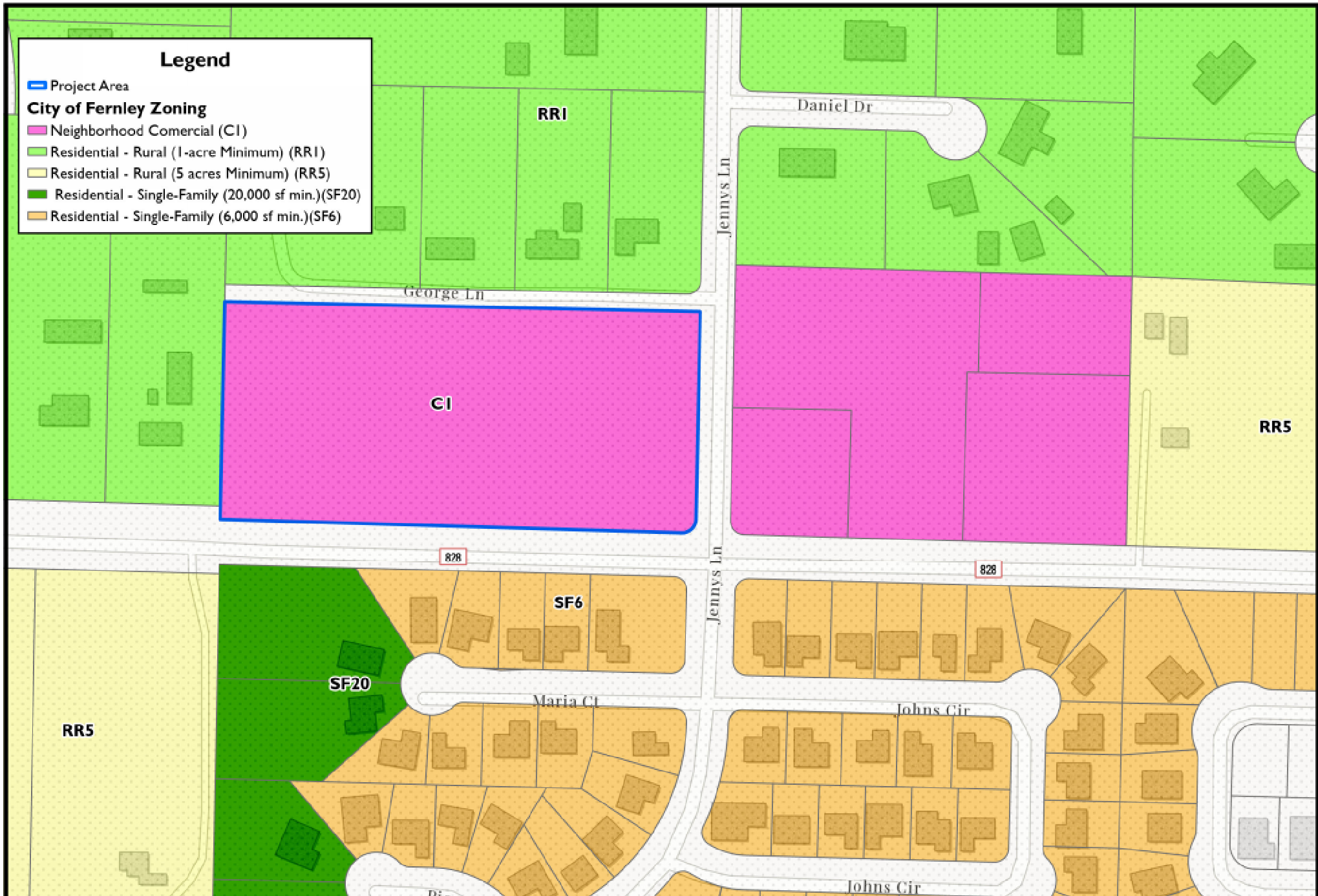
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Legend

 Project Area

City of Fernley Zoning

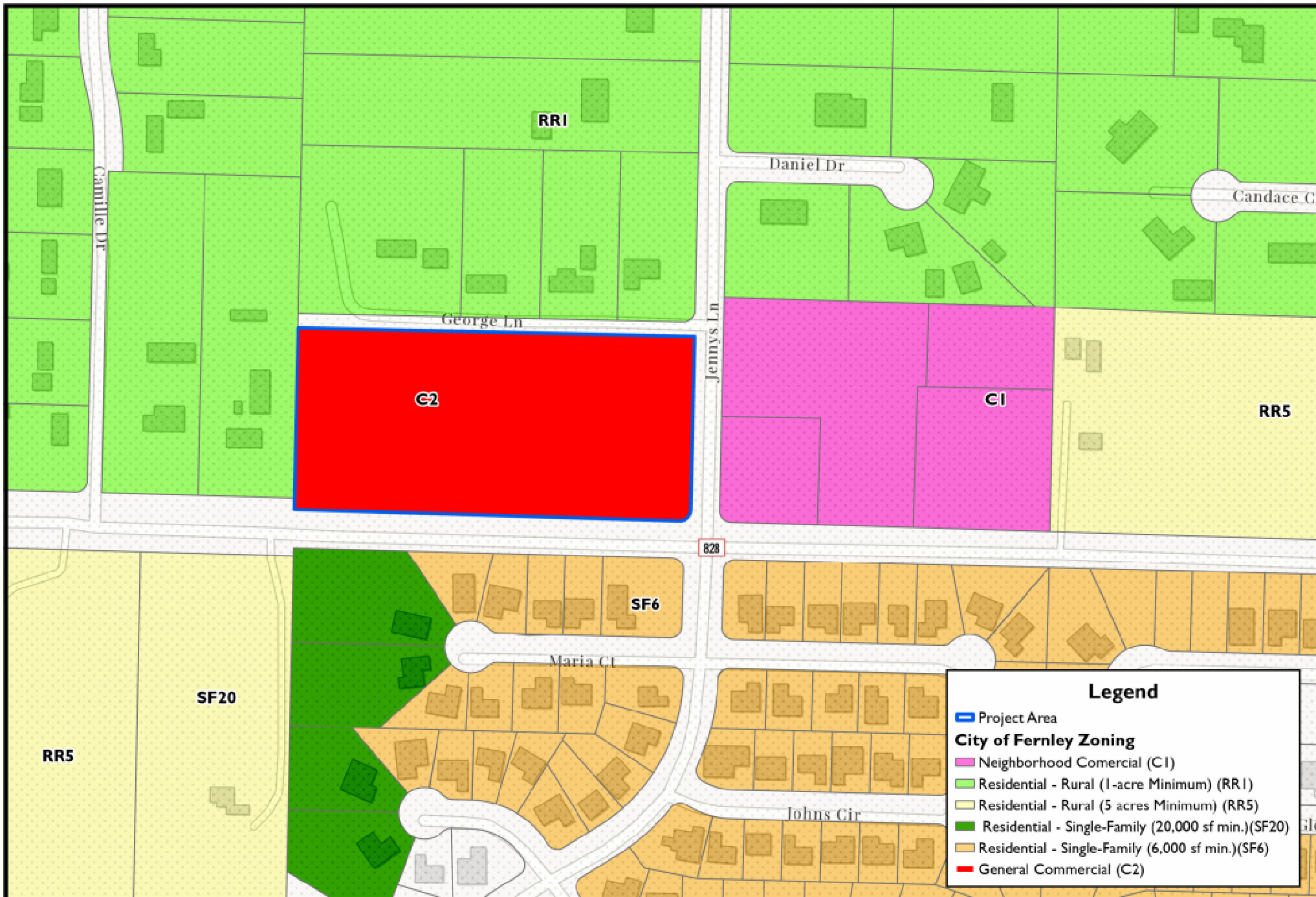
-  Neighborhood Commercial (CI)
-  Residential - Rural (1-acre Minimum) (RR1)
-  Residential - Rural (5 acres Minimum) (RR5)
-  Residential - Single-Family (20,000 sf min.)(SF20)
-  Residential - Single-Family (6,000 sf min.)(SF6)



Existing Zoning Vaquero Storage June 2024



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Vaquero Storage Illustrative

Zoning Map Amendment and CUP

June 2024



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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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VAQUERO STORAGE - CONDITIONAL USE PERMIT

EXISTING CONDITIONS

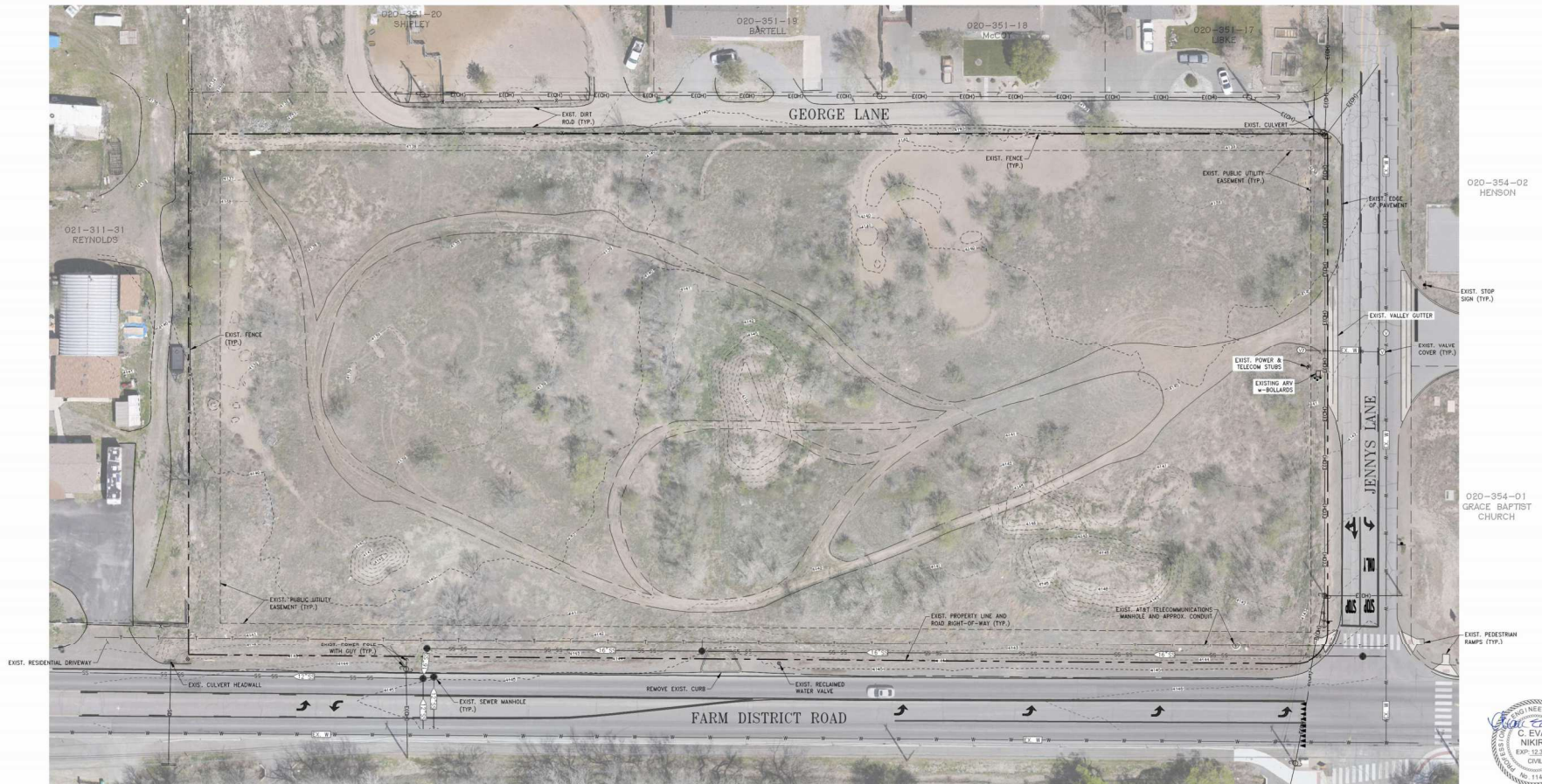
DOUGLAS DEVELOPMENT, LLC

FERNLEY

NEVADA

JUNE 2024

FARM DISTRICT STORAGE ZMA / CUP



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TOPOGRAPHIC BASE MAP PREPARED BY WOOD RODGERS, INC. (RENO, NV). AERIAL PHOTOGRAPHY DATED APRIL 22, 2024.