

AGENDA
CITY OF FALLON – CITY COUNCIL
55 West Williams Avenue
Fallon, Nevada
June 3, 2019 – 9:00 a.m.

The Honorable City Council will meet in a regularly scheduled meeting on June 3, 2019 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to five minutes.

1. Pledge of Allegiance to the Flag.
2. Certification of Compliance with Posting Requirements.
3. Public Comments: General in nature, not relative to any agenda items.
No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Consideration and approval of Council meeting minutes for April 1, 2019. **(For possible action)**
5. Approval of Warrants: **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
6. Consideration and possible approval of an application by Ciera Coatney to operate a daycare and overnight stay facility for dogs and cats in an LI zone at 1919 Grimes Street, Fallon, Nevada. **(For possible action)**
7. Agreement between City of Fallon and Farr West Engineering. **(For possible action)**
8. Agreement between City of Fallon and Farr West Engineering. **(For possible action)**
9. Public Comments **(For discussion only)**
10. Council and Staff Reports **(For discussion only)**
11. Executive Session (closed):

Discuss Litigation Matters **(For discussion only)** (NRS 241 et.seq.)
Negotiations with Operating Engineers Local Union No. 3 **(For discussion only)**
Negotiations with Fallon Peace Officers Association **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on May 29, 2019 at City Hall, District Court Building, Churchill County Office Complex, Churchill County Public Library and posted to the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>). Members of the public may request the supporting material for this meeting by contacting Elsie M. Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, (775) 423-5104. The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).



Elsie M. Lee

NOTICE TO PERSONS WITH DISABILITIES: Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 423-5104 in advance so that arrangements may be conveniently made.

**MINUTES
CITY OF FALLON
55 West Williams Avenue
Fallon, Nevada
April 1, 2019**

The Honorable City Council met in a regularly scheduled Council meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
City Councilman, Robert H. Erickson
City Councilman, James D. Richardson
City Councilwoman, Kelly Frost
City Clerk, Gary C. Cordes
City Attorney, Michael F. Mackedon
Deputy Public Works Director, Ryan A. Swirczek
Deputy Public Works Director, Adrian Noriega
Police Chief, Kevin Gehman
Deputy City Attorney, Leonard E. Mackedon
Legal & Administrative Director, Robert Erquiaga
Deputy City Clerk, Elsie M. Lee
Director of Tourism & Special Events, Jane Moon
Marketing & Communications Coordinator, Kaitlin Ritchie
Deputy City Attorney, Trent deBraga

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Cordes advised that the agenda was posted in compliance with NRS 241.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No public comments were noted.

Approval of Council meeting minutes for January 22, 2019 and March 4, 2019

Mayor Tedford inquired if there were any additions or corrections to the minutes for January 22, 2019 and March 4, 2019.

No additions or corrections were noted.

Councilman Erickson motioned to approve the Council meeting minutes for January 22, 2019 and March 4, 2019 as submitted, seconded by Councilman Richardson and approved with a 3-0 vote by the Council.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Mayor Tedford inquired if there were any comments regarding the accounts payable, payroll and customer deposit warrants.

No comments were noted.

Councilwoman Frost motioned to approve the accounts payable, payroll and customer deposit warrants and authorize the Mayor to sign the same; seconded by Councilman Richardson and approved with a 3-0 vote by the Council.

Consideration and possible approval and adoption of Resolution No. 19-03: A resolution adopting amendments to the City of Fallon Central Service Cost Allocation Plan in order to properly compensate the General Fund for the costs incurred by the General Fund in providing general, overhead, administrative and indirect costs to the City's enterprises

Councilman Erickson expressed his appreciation and thanks to City Clerk Cordes, Legal and Administrative Director Erquiaga, City Attorney Mike Mackedon, and Deputy City Attorney deBraga for their assistance with this matter. We have all spent a lot of time reviewing our City of Fallon Central Service Cost Allocation Plan (Plan), which was adopted in 2014, and we have completed an updated version providing for allocations that better reflect on the current operating status of the City. Beginning in 1912, the General Fund departments have provided all administration, general overhead and indirect costs to the City enterprises. In the interest of efficiency and cost containment, the General Fund has historically been compensated for these services rendered to the enterprises by the General Fund. This was an informal agreement between the enterprises and the General Fund until 1996, at which time we adopted Resolution 96-05 which formalized what had been transpiring, as far as an administrative plan, throughout the years. In 2011, the State of Nevada Legislature passed a bill, which became statute, providing for formalizing these cost allocation plans throughout the State. They instructed the Committee on Local Government Finance to propose and adopt regulations implementing the provisions of the statute. That process took until late 2013 and required all entities that use this accounting structure to provide a Cost Allocation Plan. The City adopted a Plan in June 2014, and it was approved without amendment by the State Department of Taxation as an adequate Plan. In fact, at the time, remarks were made that it was an exemplary Plan of how to approach the cost allocation process. That Plan has remained in effect, without change, since 2014; although it has been reviewed by the Mayor's Office, the Audit Committee, and the City Clerk-Treasurer on an annual basis. We have three financial

plans that are instrumental to the City and are required by State statute. The first is the budget process for the ensuing fiscal year which begins in July. The Plan is extensively reviewed at that time to make sure that the proper allocations are made between the enterprise funds to compensate the General Fund. The second is in August when we begin the audit process. We have independent auditors come into the City and that process lasts between September and the end of November, where the professional auditors look at our books and at that time, we take the opportunity to review the adequacy of our Plan. The third is a debt management planning process which involves all the entities in Churchill County: Churchill County, the City, and the Churchill County School District. In that process, we have an independent consultant that works with us and we also review what our long-term and short-term capital needs are. When you implement long-term and short-term capital projects, they require a lot of burden on administrative staff, legal staff, planning, as well as the City Council. Our time allocations and cost allocations are reviewed at that time. So, annually, there are three distinct periods where we review the adequacy of the Cost Allocation Plan. In addition, City Clerk Cordes reviews in the normal course of his work, on a monthly basis, how these allocations are working and whether or not they are adequate. The Plan presented today is basically five years of review and an intensive examination since the beginning of this fiscal year to determine the adequacy. The agenda packet includes the 2014 Cost Allocation Plan updated to the 2019 Plan and red shows the deletions from the 2014 Plan and light blue shows additions to the 2019 Plan, so it is a very easy document for comparative review. The new Plan calls for some additional changes in the allocation percentages which reflect the nature of the business in the City right now. We have grown from gross revenues and with that growth comes additional workload for the supporting staff. In addition to that, we have undertaken substantial capital improvement programs in each of the enterprises and those take a tremendous amount of attention and work of the administrative staff to implement and supervise and complete those projects. Those infrastructure projects that are underway right now probably total between \$12 million and \$13 million. The 2014 Plan provided for an overhead and administrative allocation of 11% of gross revenues. That is comparative to the private industry sector of 15-20% depending on the industry and the structure of the organization. In the 2019 Plan, the amount allocated for overhead and administration is 8.5% of gross revenues. He offered to answer any questions.

Mayor Tedford inquired if the Council had any comments or questions.

No comments were noted.

Mayor Tedford inquired if there were any public comments or questions.

No comments were noted.

Mayor Tedford stated that he remembered when he was a Councilman and when these plans were adopted in an informal manner years ago. They are very difficult to do, and he appreciated the work that everyone has done to get where we are today. He added that there is a lot of experience with the names that Councilman Erickson previously mentioned, and he knew the Plan had been well thought out, with a lot of time and energy put into it.

Councilman Erickson motioned to adopt Resolution No. 19-03: A resolution adopting amendments to the City of Fallon Central Service Cost Allocation Plan in order to properly compensate the General Fund for the costs incurred by the General Fund in providing general, overhead, administrative and indirect costs to the City's enterprises; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.

No public comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

City Attorney Mike Mackedon thanked City Clerk Cordes for his work on the Central Service Cost Allocation Plan, providing the initial framework for the Plan. He also thanked Councilman Erickson and Legal and Administrative Director Erquiaga for their work on the Plan. We believed that it was a very good Plan. He added that Councilman Erickson gave an excellent report on the history of the cost allocation procedure and Plan. The City is unique in that it has as many enterprises that it does, which is different from most cities in Nevada; and because of their nature, which is emphasized in the Plan, there is a substantial amount of regulatory compliance that is involved on the part of City staff to maintain and it increases every year.

Legal and Administrative Director Erquiaga stated that he was a participant in Opening Day for Fallon Youth Baseball, and he heard many positive comments. He added that his team lost their first game but will surely improve through the season.

Councilwoman Frost thanked Deputy Public Works Director Swirczek and his crews for filling potholes throughout the City. We had a lot of moisture last winter, so she appreciated their efforts in improving the streets.

Mayor Tedford participated the Vietnam Veterans' Remembrance Day Ceremony in Reno last Saturday where he, along with Mayors from Reno, Fernley, Carson City, and Sparks, read the names of Nevada soldiers that lost their lives in Vietnam. It meant a lot to him to be able to participate and read the names of soldiers from smaller cities, and especially the ones from Fallon that he knew and grew up with; they were a little older than him, but he knew them and their families. The ceremony was a good experience, there were about 350 people there and it was a touching and respectful remembrance.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:23 a.m.

Mayor Ken Tedford

Attest:

Gary C. Cordes, City Clerk/Treasurer

June 3, 2019

Agenda Item 6

Consideration and possible approval of an application by Ciera Coatney to operate a daycare and overnight stay facility for dogs and cats in an LI zone at 1919 Grimes Street, Fallon, Nevada. **(For possible action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 6

DATE SUBMITTED: May 28, 2019

AGENDA DATE REQUESTED: June 3, 2019

TO: The Honorable City Council

FROM: Robert Erquiaga, Legal and Administrative Director

SUBJECT TITLE: Consideration and possible approval of an application by Ciera Coatney to operate a daycare and overnight stay facility for dogs and cats in an LI zone at 1919 Grimes Street, Fallon, Nevada. **(For possible action)**

TYPE OF ACTION REQUESTED: (Check One)

<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Formal Action/Motion	<input type="checkbox"/> Other

POSSIBLE COUNCIL ACTION: Motion to approve OR deny an application by Ciera Coatney to operate a daycare and overnight stay facility for dogs and cats in an LI zone at 1919 Grimes Street, Fallon, Nevada.

DISCUSSION: Ciera Coatney has made application to operate a daycare and overnight stay facility for dogs and cats in an LI zone at 1919 Grimes Street, Fallon, Nevada. The City's LI zone has certain designated permitted uses, which do not include a daycare or overnight stay facility for dogs and cats, but allows other uses as approved by the City Council. The surrounding properties are zoned LI and R1-5000 or are not within the City of Fallon. The building is owned by the Goings family and the application has been signed by Jeff Goings in addition to Ms. Coatney.

FISCAL IMPACT: Annual business license revenue if approved

FUNDING SOURCE: N/A

PREPARED BY: Robert Erquiaga, Legal and Administrative Director

City of Fallon,

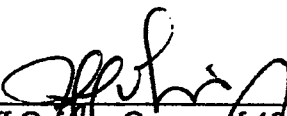
Hello my name is Ciera Coatney, a resident of Fallon Nevada. I am interested in opening a business called Fallon Pet Oasis, Daycare and Boarding facility on 1919 Grimes St here in Fallon. Directly across from the stockyard. The warehouse is 800 square-feet, well insulated, equipped with AC/heat, water access, garbage service and plenty of parking.

I would offer daycare and overnight stay for small to medium dogs and cats. A different feel then the normal kennel facility, " a home away from home". Enough space for approximately 10-15 kennels, play area, potty area, and a room for cat condos. Indoor only! A structured environment to fit small pet needs. I am well educated on proper kennel cleaning, vaccinations, dog obedience and the need for pet care.

I have spoke with the owner of the property and he is fully aware of the business proposal and agrees that the noise and odor will not be an issue. We are confident in the insulation of the warehouse and will create a great sound barrier. The warehouse is located in the Li District and the use is not listed, I am requesting to go in front of the city council for approval.

Thank

You!

x 

Jeff Goings Owner of 1919 Grimes St Fallon Nv 89406

x 

Ciera Coatney

Fallon
PET
OASIS
Boarding & Daycare



Steps

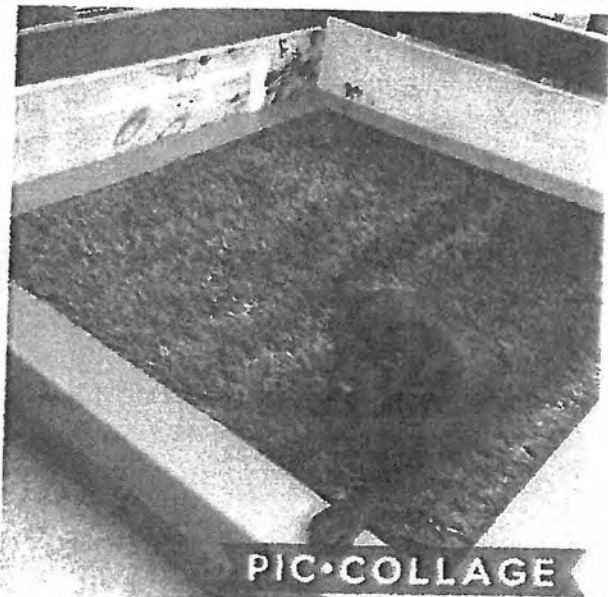
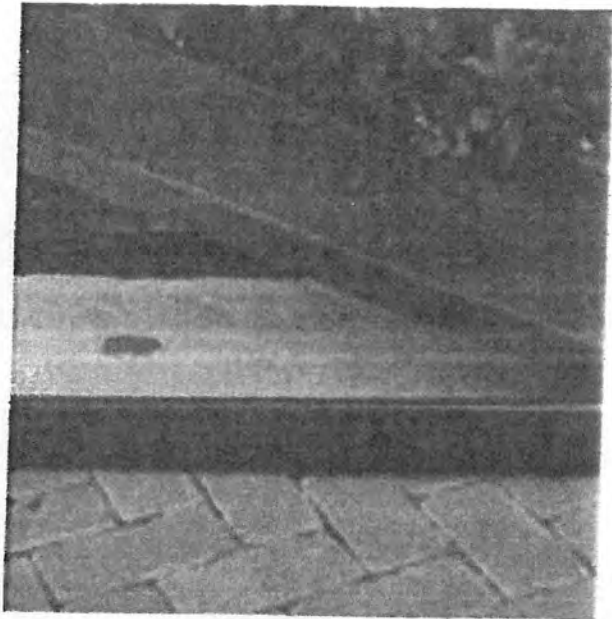
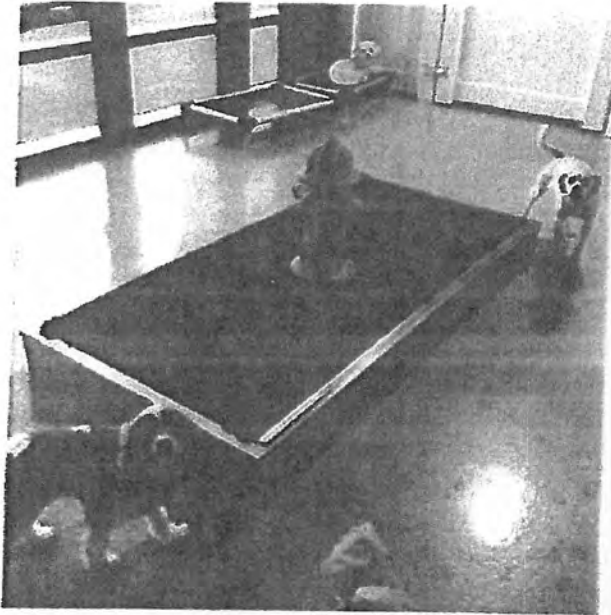
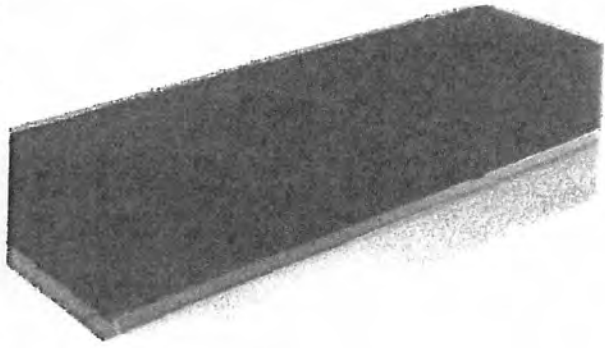
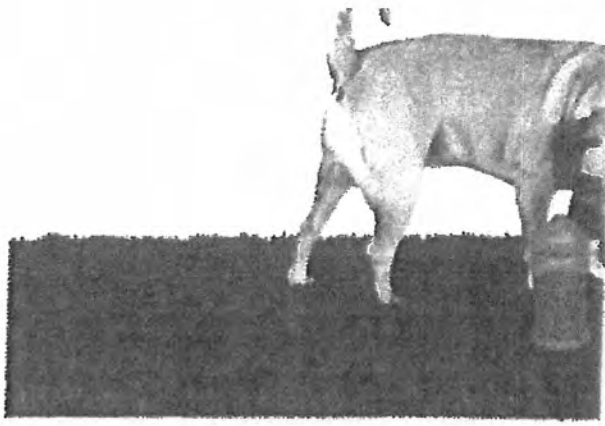
1. Remove the dog from the **kennel**. ...
2. Remove all bedding, bowls, and toys from the kennel....
3. With the pooper scooper, scoop up any debris and feces in the kennel. ...
4. Rinse the entire kennel. ...
5. Apply diluted disinfecting solution. ...
6. Scrub the kennel with the bristle brush. ...
7. Spray clean. ...
8. Dry the kennel using the squeegee.

Vinegar and Water

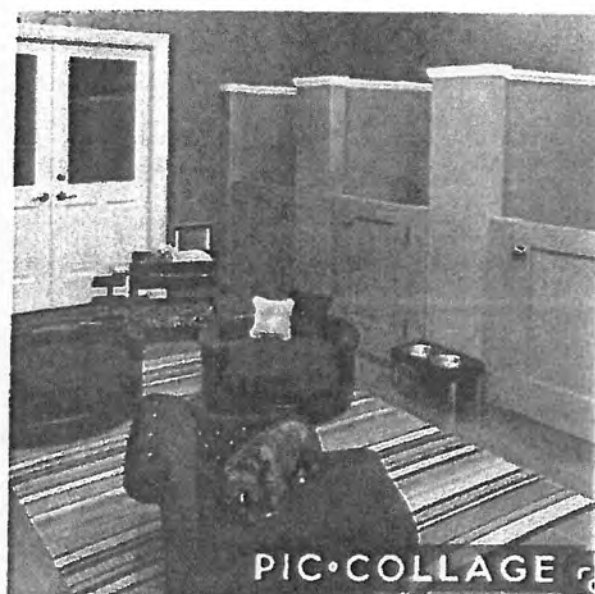
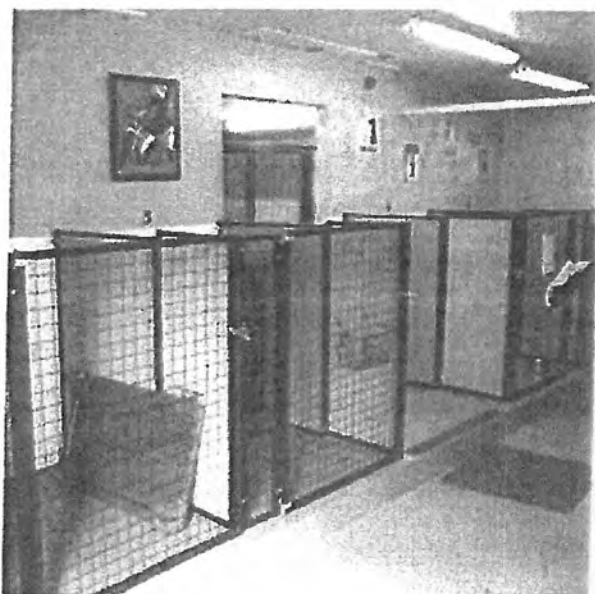
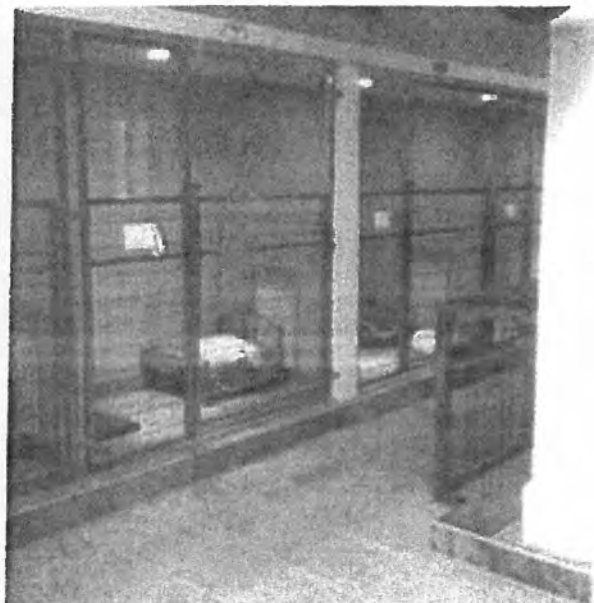
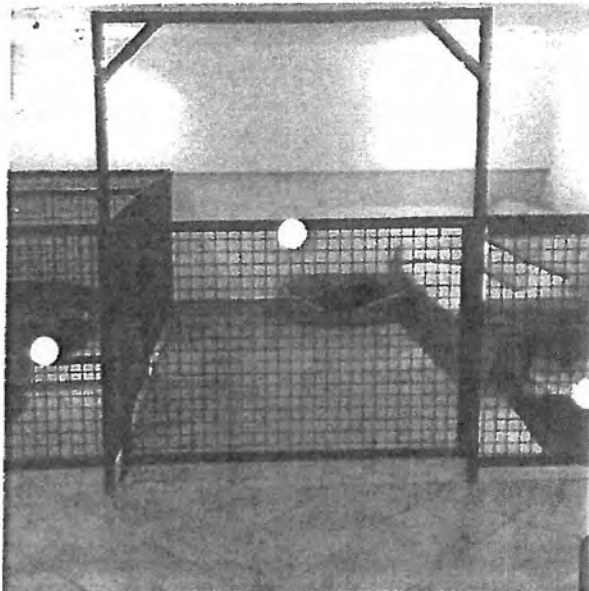
Vinegar is 5 percent acetic acid that works as a natural disinfectant to kill bacteria. To make your disinfecting solution, mix equal amounts of vinegar and water. Apply to all areas of the kennel and leave on for 10 minutes before rinsing. White distilled vinegar has a milder smell than apple cider vinegar so this may be a better choice if you don't want to be left with a slight pickle smell. In addition, you may add a few drops of essential oils, such as lavender or orange, to the mixture to create a nice aroma.

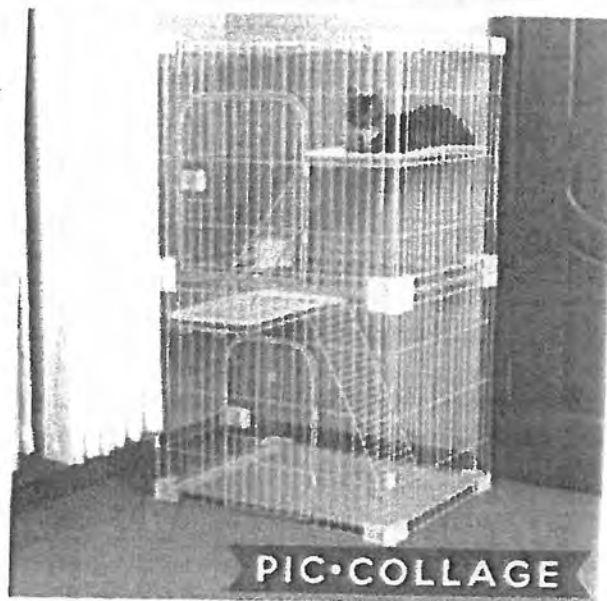
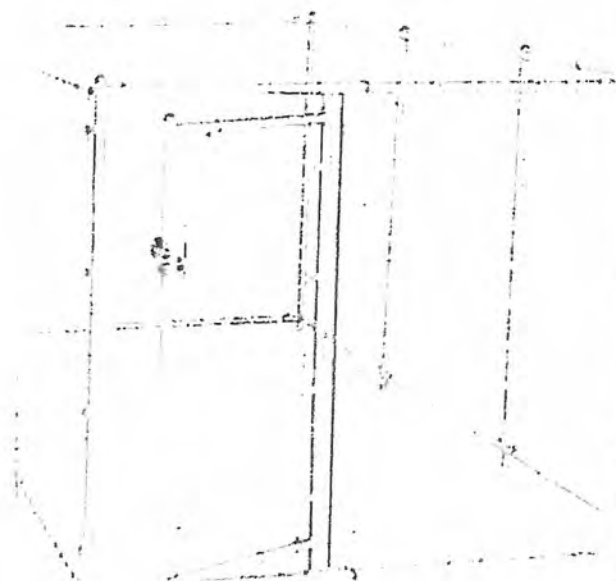
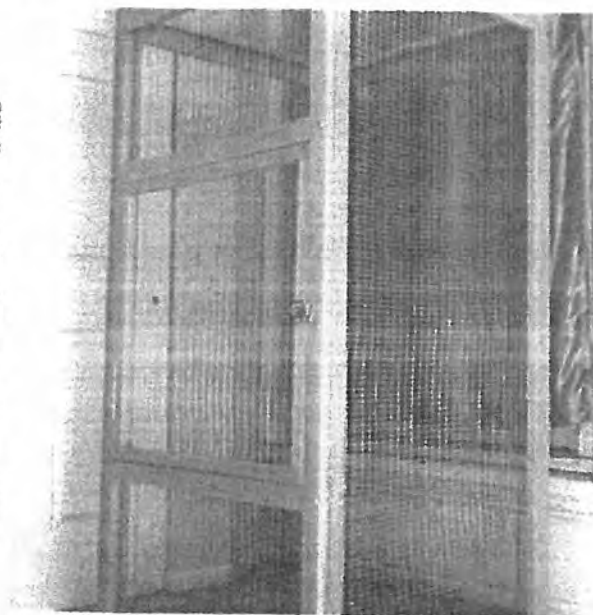
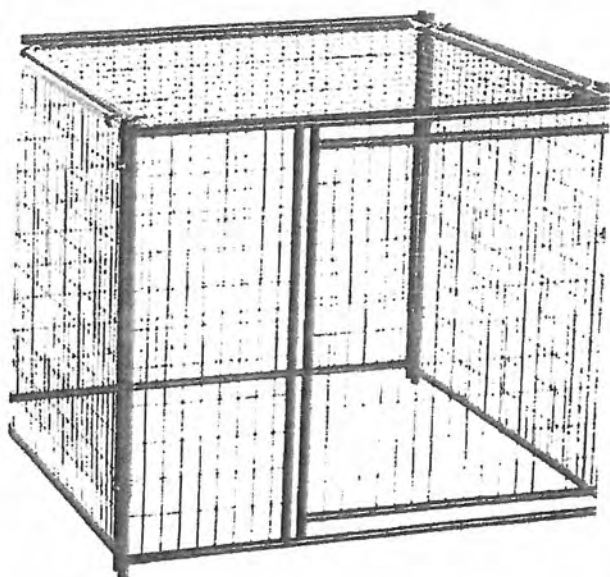
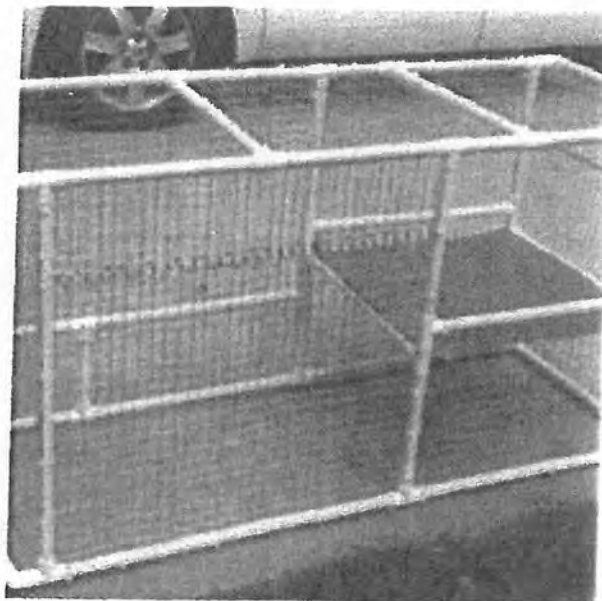
For the **bleach** and water disinfectant, dilute one part of **bleach** in thirty-two parts of water. Mix it well enough to make sure that there are no lumps. Now, apply this **bleach solution** to the entire area of the **kennel** and let it dry for 10 minutes. After the **solution** is



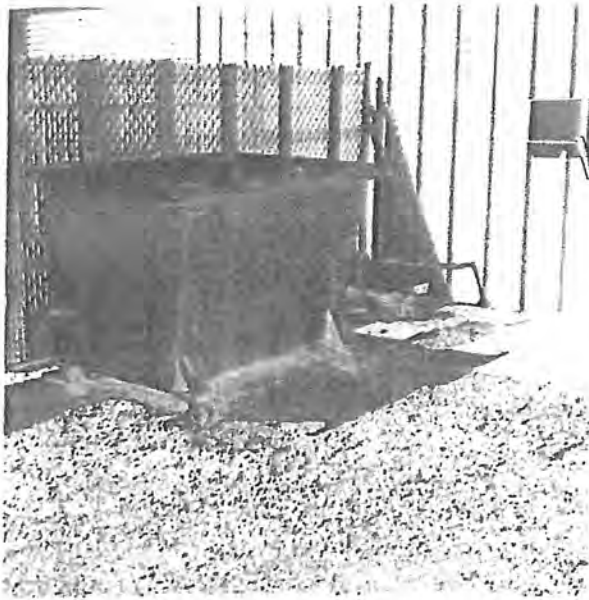


PIC•COLLAGE

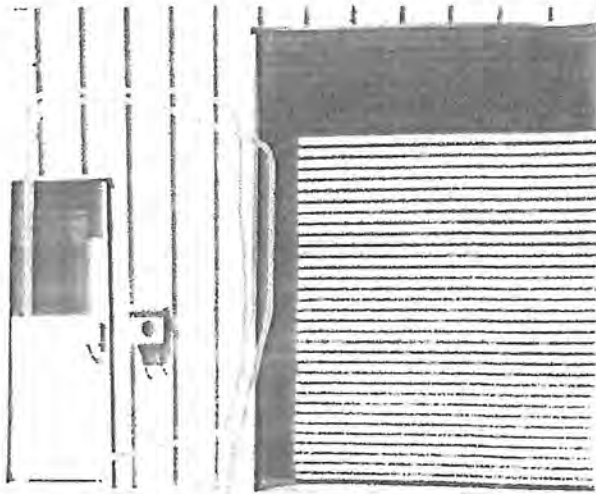




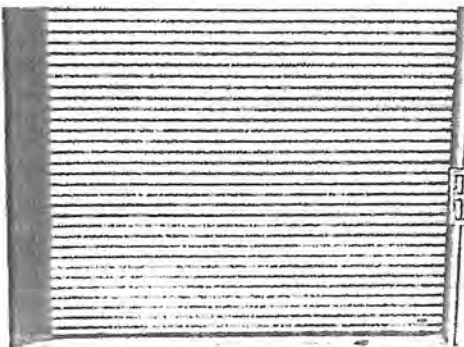
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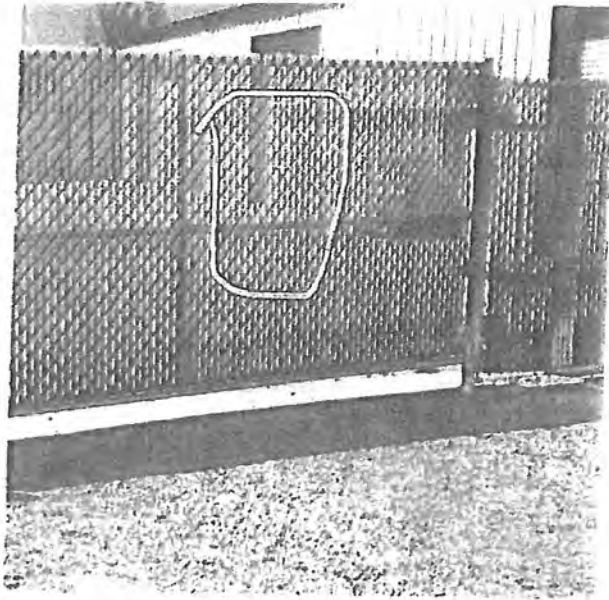
Trash can for
waste disposal, if
not flushed



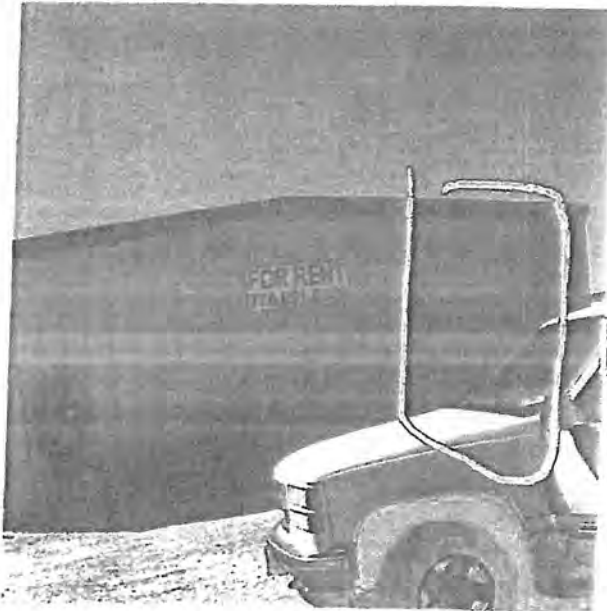
Office space
as you walk
in, second
door inside to
access play
area for extra
safety.



Garage door .
Easy access to extra
Cleaning.



Water Spicket
Available



Bathroom inside.
Water access

Dogs must have the DA2PL-Parvo, Bordetella (Kennel Cough), and Canine Influenza vaccines annually and Rabies every 1-3 years. Cats require an FVRCP and Rabies vaccine each year



Owners Name _____

DOG ☐

CAT ☐

Phone Number _____

Address _____

Emergency Contact Name/Number _____

PET INFORMATION

NUMBER OF PETS ☐

PET(S) NAME			
BREED			
COLOR			
MALE/FEMALE			
SPAYED/ NEUTERED?			
BIRTHDAY			
VETERINARIAN			
MEDICATIONS?	YES NO	YES NO	YES NO
MEDICATION INSTRUCTIONS			

FEEDING INSTRUCTIONS

HOW MANY SCOOPS	
HOW OFTEN	
SPECIAL FEEDING INSTRUCTIONS	
OWN TREATS?	
House Treats ok?	

IF YOU CHECK OUT BEFORE 12PM, YOU WILL NOT BE CHARGED FOR THE DAY. IF YOU CHECK OUT AFTER 12 YOU WILL BE CHARGED FOR THE DAY.

THIS AGREEMENT is entered into by and between FALLON PET OASIS (FPO) and the pet owner listed above, with the following terms:



- Owner authorizes FPO to take all necessary actions, at the sole discretion of FPO staff and management, to maintain the health and well-being of my pet(s), and furthermore agree to be responsible for any and all expenses relating to the same, including all ancillary services requested.
- Owner understands that FPO has relied upon their representation that their dog is in good health at the time of check in for services at our facility. Any pre-existing health concerns or known allergies will be disclosed and discussed prior to check in. Furthermore, owner understands that we do not have a licensed veterinarian on site and may not be able to detect or diagnose a medical condition in your pet.
- Owner specifically represents to FPO that to their knowledge their pet has not been exposed to any contagious diseases within a thirty day period prior to check in for boarding or any services at our facility. Owner further agrees to provide proof of, and maintain required current vaccinations for their pet(s).
- Owner understands that if their pet becomes ill or injured, or if the state of the pet's health otherwise requires professional attention, FPO, in a non-emergency situation will attempt to contact and inform the owner prior to seeking medical attention. If no contact can be made, or in an emergency situation, FPO at its sole discretion, may enlist the services of a licensed veterinarian for treatment and thereafter attempt contact with owner. Furthermore, all expenses incurred from this treatment will be the sole responsibility of the owner.
- Owner understands that senior pets may require a Boarding Age Certificate, to be completed by their veterinarian prior to check in, in order to verify that the pet is stable and free of health concerns that would present a risk while boarding in a non-medical kennel environment. Furthermore, the owner acknowledges the risks associated with allowing a senior dog to participate in boarding or daycare services, even with the written consent of a veterinarian.
- FALLON PET OASIS and its employees shall exercise reasonable care for pets under our supervision. If interactive daycare or group play is provided, owner recognizes and accepts the potential risks involved in such an activity. Owner further agrees to be solely and financially responsible for any and all of their pet's behavior while it is in our care. This includes but is not limited to damages or injury to the pet itself, other pets, a staff member or any damages to the facility caused by the pet, unless incurred as a direct result of gross negligence on the part of FPO or its staff members.
- Owner authorizes FPO to charge the owner credit or debit card left on file, for any and all services rendered by FPO as they pertain to the pet's stay. Owner understands that FPO is not responsible for loss, damage, or destruction of any items left with your pet.
- Owner understands that if they remove their pet from the premises (for a walk, playtime, appointment, etc.) during their stay with FPO, they are solely responsible for the care of their pet while their pet is in their possession.
- Owner understands that by allowing their dog or cat to participate in services offered by FPO, they hereby agree to allow FPO to take photographs or use images of their pet in print or otherwise for publication, promotion, or social media.
- FALLON PET OASIS reserves the right to refuse admittance to any dog/cat and/or dismiss any dog/cat that does not meet or maintain the health, temperament or other daycare/boarding standards. This determination shall be made at the sole discretion of FALLON PET OASIS.
- Owner understands that if their pet is not picked up on or before the scheduled check out date, they hereby authorize FPO to take whatever action is deemed necessary for continued care of their dog. Owner will be responsible for the cost of any such continuing care upon demand by FPO and understands that if they do not pick up their pet, FPO will proceed after 5 days of no communication or payment with arrangement according to the guidelines provided by the Abandonment Animal Statute, Abandonment of animals by owner; procedure for handling. Owner also acknowledge that they will be fully responsible for all attorney's fees and associated costs if they abandon their pet.
- Owner agrees that if Owner's dog(s) is/are not picked up by closing time, then Owner hereby authorizes overnight boarding appropriate for dog(s) and will be financially responsible for applicable overnight boarding charge plus any charge for required food. This also includes cats.
- Owner further understands and expressly agrees that each and every of the foregoing provisions contained above shall be in force and effect and shall apply to each and every occasion on which Owner's dog(s)/cats stays with FPO for daycare, extended boarding, or other services, as the case may be. This Agreement shall remain in full force and effect as between the parties for a period of 6 months unless otherwise cancelled or superseded by a writing signed by the parties.
- Owner hereby certifies that Owner has read and understands this Waiver and Release of Liability and the regulations set forth above. By signing this agreement, Owner agrees to be bound by its terms and conditions.

OWNERS SIGNATURE

DATE

Day Care

Sometimes a dog just wants to break the routine, get away from home, and hang out with some pals in a different atmosphere. You can book part-day AM or PM play dates at Fallon Pet Oasis so that your dog can have a great time, meet friends, and get some exercise/rest while you shop, run errands, attend to business, or head out for a morning or afternoon of fun for yourself. When you can't be home with your dog/cat during the day, you can feel confident that Fallon Pet Oasis provides worry-free morning-to-evening daycare for your furry family member.

Boarding

Whether it's just one night or several nights, your dog/cat will have a fun, comfortable, positive experience with our overnight boarding services.

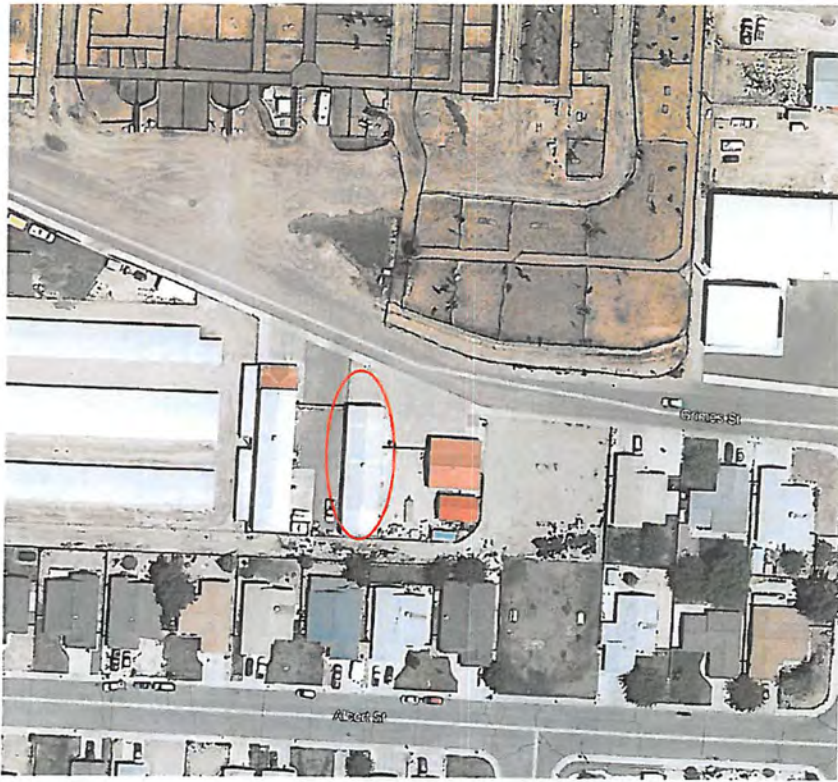
The Weather Doesn't Matter

Indoor playrooms are climate-controlled, offering a consistent experience all year long. It doesn't matter if it's sub-zero or sweltering outside; your dog will be comfortable and eager to play or relax.

Your Dog Is Supervised and Safe

At Fallon Pet Oasis, your babies are 100% supervised at all times by a staff member.

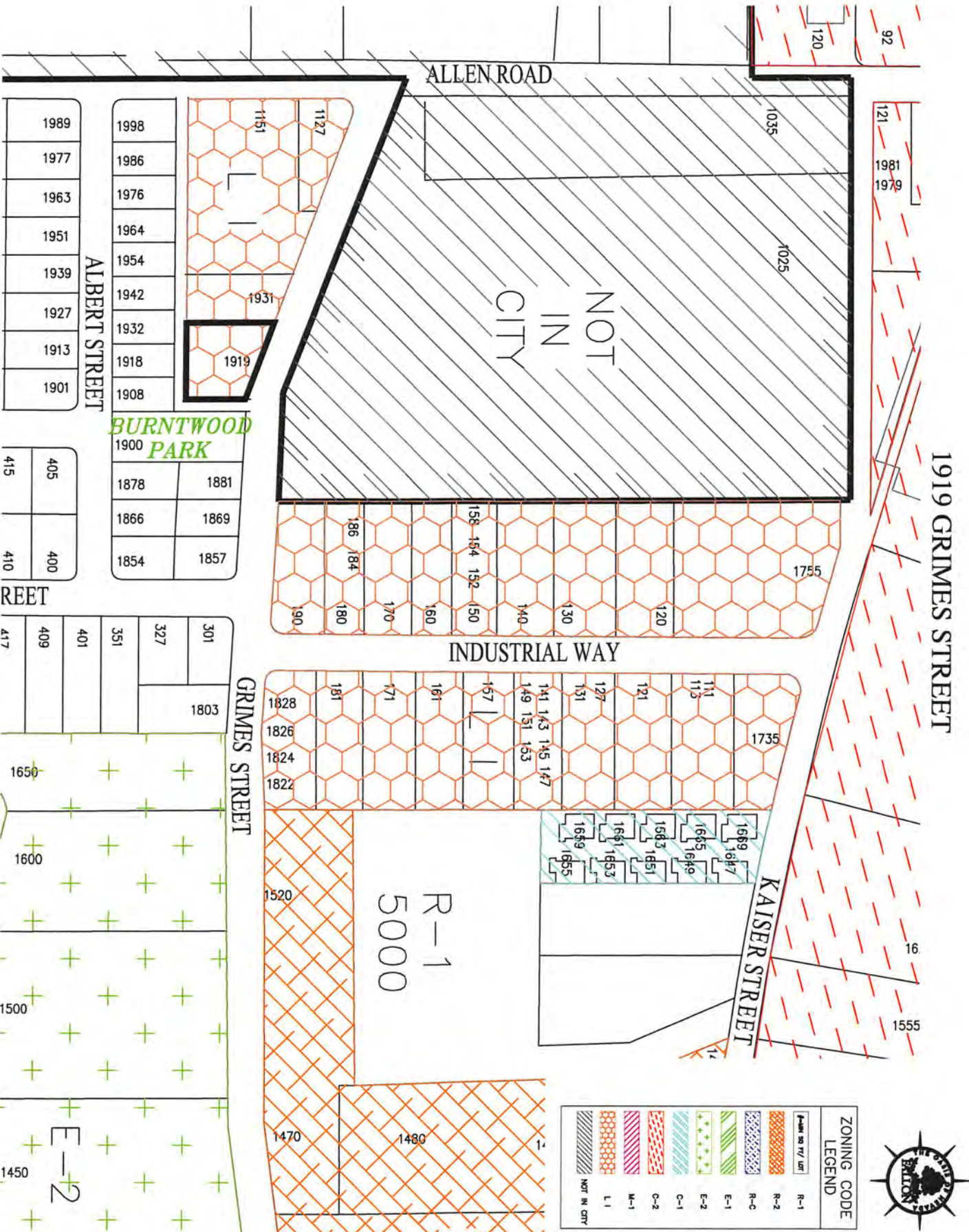
1919 Grimes Street - LI Zoning

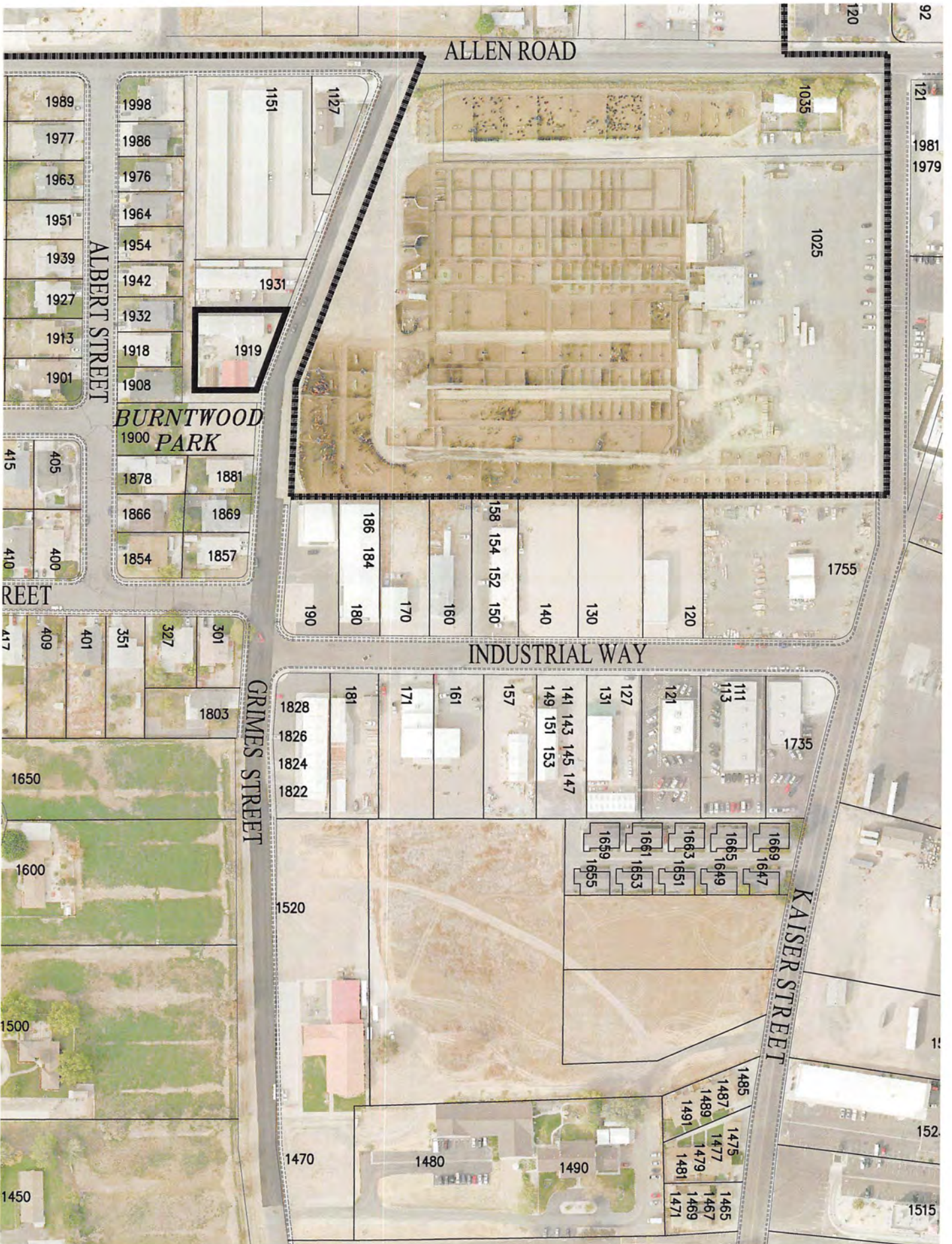




**ZONING CODE
LEGEND**

	R-1
	R-2
	R-C
	E-1
	E-2
	C-1
	C-2
	M-1
	L-1
	NOT IN CITY





ALLEN ROAD

ALBERT STREET

BURNTWOOD
1900 PARK

INDUSTRIAL WAY

GRIMES STREET

KAISER STREET

1919

1151

1127

1035

1025

1755

1998

1986

1976

1964

1954

1942

1932

1918

1908

1878

1866

1854

1881

1869

1857

186

184

180

170

160

158

154

152

150

140

130

120

415

405

410

400

409

401

351

327

301

1803

1650

1600

1500

1450

1828

1826

1824

1822

181

171

161

157

141

143

145

147

149

151

153

127

131

121

111

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1735

1669

1647

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1663

1651

1661

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1659

1655

1485

1487

1489

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June 3, 2019

Agenda Item 7

Agreement between City of Fallon and Farr West Engineering. **(For possible action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 7

DATE SUBMITTED: 05/28/2019

AGENDA DATE REQUESTED: 06/03/2019

To: City Council

FROM: City Attorney

SUBJECT TITLE: Agreement between City of Fallon and Farr West Engineering

TYPE OF ACTION REQUESTED: (Check One)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other

RECOMMENDED COUNCIL ACTION: City staff recommends approval

DISCUSSION: The proposed action authorizes the Mayor to execute a contract with Farr West Engineering to consult and advise on matters related to the vested proof of city water right appropriations, and development of data in preparation for a consumptive use profile and water right dedication rate analysis. The services to be rendered will evaluate the possibility of increasing appropriation of waters from the Basalt Aquifer to augment the city's water supply and to augment the water supply from existing water permits/certificates to reflect actual consumptive use. The Basalt Aquifer is the sole source of water for all of the city's wells.

FISCAL IMPACT: Not to exceed \$16,000.00

FUNDING SOURCE: Water Enterprise Fund

Prepared By: City Attorney

Date: 05/28/2019

TO BE PRESENTED TO THE COUNCIL BY: Michael F. Mackedon

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Fallon ("Owner") and Farr West Engineering ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water Resource Planning ("Project").

The services to be provided under this Agreement by Engineer ("Scope of Work") are set forth in Exhibit A, which is attached to and incorporated in this Agreement. Engineer's Services are generally identified as follows:

Vested Proof of Appropriation development and preparation, and consumptive use profile and water right dedication rate analysis.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 8.01.
- B. Engineer shall complete its services within a reasonable time, or within the specific time period (if any) set forth in Exhibit B.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the

written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.

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receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Delays*

A. Where Engineer is prevented from completing any part of the Owner's Services within the time for completion due to delay beyond the control of Engineer, the time for completion will be extended in an amount equal to the time lost due to such delay. Delays beyond the control of Engineer shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

7.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses will be adjusted on January 1st of each year that this Agreement is in effect to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective immediately.
2. Engineer's estimated Budget is attached as Exhibit C.
3. Engineer's Rate Schedule are attached as Exhibit D.
4. The total compensation for services and reimbursable expenses is not to exceed the amount of \$16,000.

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Engineer's Rate Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF FALLON

ENGINEER: FARR WEST ENGINEERING

By: _____


By: Lucas Tipton, P.E.

Title: _____

Title: Principal Engineer

Date Signed: _____

Date Signed: 5/1/2019

Address for giving notices:

Address for giving notices:
5510 Longley Lane
Reno, NV 89511

EXHIBIT A SCOPE OF WORK

City of Fallon Water Rights Consultation

INTRODUCTION

Farr West Engineering will research historical documentation and prepare a Proof of Appropriation to reflect pre-1939 development and use of groundwater within the Carson Desert Hydrographic Basin. The consumptive use analysis and change of dedication rate will also be evaluated and completed from previous efforts by the City of Fallon in 2006.

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

- Task 1 – Vested Water Right Development and Research
- Task 2 – Water Right Consultation

Task 1 – Vested Water Right Development and Research

Objective

Work under this task includes research and development of historical water usage of the City of Fallon to support a pre-statutory Claim to groundwater rights from Carson Desert Hydrographic Basin.

Approach

The following approach applies:

- Research of documentation from Churchill County Recorder and Assessor, including tax assessments and newspaper articles, if available.
- Research of records from the Nevada Historical Society
- Research and analysis of historical aerial imagery
- Preparation of Proof of Appropriation
- Preparation of Supporting water rights mapping, if necessary

Deliverables

The following deliverables will be submitted under this task:

- Proof of Appropriation
- Supporting water rights mapping (if necessary)

Assumptions

The following assumptions apply:

- Filing fee of \$60.00 due upon filing.

Task 2 – Water Right Consultation

Objective

Work under this task includes a consumptive use analysis for the City of Fallon to determine the total water consumption broken down per lot size. It is assumed that the dedication rate of 1.12 acre-feet per lot will be used to for this determination. The purpose of this review is to provide the City of Fallon with adequate data to adjust dedication rates. The amount of effort under this task is contingent upon available delivery and usage data from City of Fallon records.

Approach

The following approach applies:

- Review connections to City of Fallon water system and evaluate metered data relative to the initial 1.12 acre-foot per lot dedication rate.

Deliverables

The following deliverables will be submitted under this task:

- Metered data by lot size and dedication rate spreadsheet.
- Recommended future rate structure for new connections.

Assumptions

The following assumptions apply:

- A water right allocation analysis or audit has been completed by City of Fallon.
- Refinement of deliverable and presentation to Nevada Division of Water Resources Staff will be managed under separate task.
- One (1) meeting with NDWR staff to determine the requirements for a formal request to modify dedication rates.

**EXHIBIT B
SCHEDULE**

Notice to Proceed:	June 2019
Vested Proof Development:	December 2019
NDWR Meeting/Dedication Rate:	December 2019

**EXHIBIT C
BUDGET**

The proposed budget is based on a time and materials basis for the level of detail provided in Exhibit A.

Task 1	Vested Water Right Development	\$10,000
Task 2	Consumptive Use Analysis	\$6,000
	TOTAL:	\$16,000

**EXHIBIT D
2019 RATE SCHEDULE**

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$160	Building Inspector II	\$65
Senior Engineer II	\$152	Building Inspector I	\$65
Senior Engineer	\$142	Designer III	\$115
Engineer IV	\$134	Designer II	\$105
Engineer III	\$125	Designer I	\$95
Engineer II	\$115	GIS Analyst II	\$130
Engineer I	\$105	GIS Analyst I	\$115
Engineer in Training II	\$95	GIS Specialist	\$95
Engineer in Training I	\$87	GIS Technician	\$85
Senior Hydrogeologist	\$155	Water Rights Specialist III	\$150
Hydrogeologist II	\$100	Water Rights Specialist II	\$125
Hydrogeologist I	\$85	Water Rights Specialist I	\$105
Electrical Engineer	\$150	Water Rights Technician III	\$95
Construction Inspector III	\$105	Water Rights Technician II	\$90
Construction Inspector II	\$100	Water Rights Technician I	\$75
Construction Inspector I	\$90	Regulatory & Env. Specialist	\$95
Project Assistant	\$80	Professional Surveyor	\$130
Admin IV	\$90	Survey Technician II	\$90
Admin III	\$80	Survey Technician I	\$75
Admin II	\$70	1 Man Survey Crew	\$130
Admin I	\$55	2 Man Survey Crew	\$170
Intern	\$45	3 Man Survey Crew	\$245
		Utility Operator	\$115

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

June 3, 2019

Agenda Item 8

Agreement between City of Fallon and Farr West Engineering. **(For possible action)**

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 8

DATE SUBMITTED: 05/28/2019

AGENDA DATE REQUESTED: 06/03/2019

To: City Council

FROM: City Attorney

SUBJECT TITLE: Agreement between City of Fallon and Farr West Engineering

TYPE OF ACTION REQUESTED: (Check One)

<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Formal Action/Motion	<input type="checkbox"/> Other

RECOMMENDED COUNCIL ACTION: City staff recommends approval

DISCUSSION: The proposed action authorizes the Mayor to execute a contract with Farr West Engineering to summarize and produce all relevant data regarding the Basalt Aquifer production capacity and sources and extent of recharge to the aquifer. The Basalt Aquifer is the sole source of the city's water supply and the city needs to develop expert technical knowledge of the Basalt Aquifer for the purpose of protecting the Basalt Aquifer as a water resource and for possible further development of water supply for the city from the Basalt Aquifer.

FISCAL IMPACT: Not to exceed \$24,000.00

FUNDING SOURCE: Water Enterprise Fund

Prepared By: City Attorney Date: 05/28/2019

TO BE PRESENTED TO THE COUNCIL BY: Michael F. Mackedon

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Fallon ("Owner") and Farr West Engineering ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water Resource Planning ("Project").

The services to be provided under this Agreement by Engineer ("Scope of Work") are set forth in Exhibit A, which is attached to and incorporated in this Agreement. Engineer's Services are generally identified as follows:

Summary of basalt aquifer production capacity and recharge.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 8.01.
- B. Engineer shall complete its services within a reasonable time, or within the specific time period (if any) set forth in Exhibit B.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the

terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not

intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Delays*

- A. Where Engineer is prevented from completing any part of the Owner's Services within the time for completion due to delay beyond the control of Engineer, the time for completion will be extended in an amount equal to the time lost due to such delay. Delays beyond the control of Engineer shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

7.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.

This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 Basis of Payment—Hourly Rates Plus Reimbursable Expenses

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses will be adjusted on January 1st of each year that this Agreement is in effect to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective immediately.
2. Engineer's estimated Budget is attached as Exhibit C.
3. Engineer's Rate Schedule are attached as Exhibit D.
4. The total compensation for services and reimbursable expenses is not to exceed the amount of \$24,000.

Attachments:

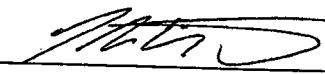
- Exhibit A – Scope of Work
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Engineer's Rate Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF FALLON

ENGINEER: FARR WEST ENGINEERING

By: _____

By:  Lucas Tipton, P.E.

Title: _____

Title: Principal Engineer

Date Signed: _____

Date Signed: 5/1/2019

Address for giving notices:

Address for giving notices:

5510 Longley Lane

Reno, NV 89511

EXHIBIT A SCOPE OF WORK

City of Fallon Basalt Aquifer Study

INTRODUCTION

This scope of work (SOW) is intended to provide the City of Fallon (City) hydrogeologic services related to the multiple aquifers in Carson Desert Hydrographic Area (101).

Objective

Provide a summary of water resource research and data to assess the basalt aquifer in terms of available production capacity and corresponding changes in water quality. Evaluate the production capacity of the basalt aquifer based on recharge from years with above average precipitation.

Approach

The basalt aquifer study will include the following activities:

- Prioritize the City's objectives for the basalt aquifer
- Provide compilation of water resource research and data (including on-going and future/proposed efforts). Links to existing databases or if existing accessible databases are not available electronic data files will be provided. Sources will include, but will not be limited to the following:
 - United State Geological Survey
 - Bureau of Safe Drinking Water
 - Division of Water Resources
 - City of Fallon
 - Churchill County
 - Bureau of Reclamation
 - Stillwater National Wildlife Refuge
 - Truckee-Carson Irrigation District
 - Naval Air Station Fallon
 - Identify data gaps (This SOW will be a preliminary effort for collecting data)
- Provide preliminary evaluation of water resource research and data associated with the basalt aquifer. Data to be evaluated includes:
 - Extent of basalt aquifer and adjacent alluvial aquifer that contribute to aquifer storage
 - Water levels
 - Groundwater pumpage
 - Surface flows that contribute to recharge (consider ownership of surface water contributions to groundwater recharge)
 - Lahonton Reservoir
 - Truckee Canal
 - Other
 - Recharge within Carson Desert
 - Inter-basin flow
- Evaluate water resource data relationships
 - Discussion of basalt aquifer response to changing conditions

- Evaluate gradients between aquifers associated with the basalt aquifer
 - Response to changes in recharge and discharge
- Provide water budgets accounting for water inflows, outflows and corresponding changes in storage for the basalt aquifer.
- Discussion of water right appropriations priority dates and potential limitations to the production capacity for specific ground water rights within the Carson Desert.
 - A table of water rights based on priority dates considering combined duties and temporary (includes mining) rights will be provided. This level of effort will not include an in-depth review of specific water rights will not be considered a definitive resource for confirming duties or priority standing.
- Brief summary of basin management strategies and corresponding effects on the basalt aquifer that the City may consider.

Deliverables

The following deliverables will be submitted under this task:

- Draft Technical Memorandum
- Final Technical Memorandum. The Final Technical Memorandum will address City comments and provide clarification to the Draft Technical Memorandum. One digital and one bound hard copy.

Assumptions

The following assumptions apply:

- Kickoff meeting.
- Informal meeting to review City comments on the draft TM.
- Water resource management objectives will be based on initial input from the City and will be refined or modified as additional data is made available.
- Included references and databases will be based on the direct relationship to the basalt aquifer and is anticipated to increase to the entire Carson Desert and ultimately the Carson River Basin in subsequent water resource planning efforts. Identifying the most relevant references and databases will be a project objective.
- The project will not create databases but will facilitate the understanding of existing databases. Tables that group or correlates existing datasets will be generated. Existing data tables maybe be provided in electronic format when web-based databases are not available as appendices to the Technical Memorandum. Coordinating between the Division of Water Resources and the United States Geological Survey will be attempted to avoid redundant efforts to compile groundwater pumpage and other data.
- Discussion of water budgets and water availability will be presented in a conceptual/semi-quantitative basis. Water budgets will be presented in a manner to facilitate modifying the variables involved in developing the budgets. Additional effort would be required to develop a detailed study or report for submittal to NDWR.
- The water budget will utilize data from previous studies and will not include any new analysis or calculations of precipitation, evapotranspiration, perennial yield, surface water flows and groundwater flows into and out of the watershed. If the existing data appears to be grossly

inaccurate or inappropriate for the current condition, the key finding of the water budget analysis may be the need for additional studies.

- Estimating surface water recharge from “flood water” or years with above average precipitation contributing to surface water flows will be subjective and are intended to provide the framework for considering the significance of flood events and the recharge of the basalt aquifer.
- This initial effort is a preliminary effort to understand the extent of available reports and data and will require subsequent efforts to compile data, review data and develop more in-depth evaluations.
- This initial effort will not develop significant figures, tables and plots but will identify figures, tables and plots that can be developed for subsequent reports and presentations.
- Proposed methods for management of the aquifer are intended for preliminary discussions to direct additional data gathering. Discussion of basin management is intended to provide a broad approach for understanding water resources important to the City.

**EXHIBIT B
SCHEDULE**

Notice to Proceed:	June 2019
Document and Data Request:	July 2019
Initial Basalt Aquifer Study	November 2019

**EXHIBIT C
BUDGET**

The proposed budget is based on a time and materials basis for the level of detail provided in Exhibit A and will be dependent on the availability and extent of existing data. Initially a reconnaissance level of effort could be pursued instead of the estimated budget below, if requested. Recommendations for additional research and data collection with estimated costs will also be provided as part of this Scope of Work.

Task 1	Project Management	\$500
Task 2	Basalt Aquifer Study	\$23,500
	TOTAL:	\$24,000

EXHIBIT D
2019 RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$160	Building Inspector II	\$65
Senior Engineer II	\$152	Building Inspector I	\$65
Senior Engineer	\$142	Designer III	\$115
Engineer IV	\$134	Designer II	\$105
Engineer III	\$125	Designer I	\$95
Engineer II	\$115	GIS Analyst II	\$130
Engineer I	\$105	GIS Analyst I	\$115
Engineer in Training II	\$95	GIS Specialist	\$95
Engineer in Training I	\$87	GIS Technician	\$85
Senior Hydrogeologist	\$155	Water Rights Specialist III	\$150
Hydrogeologist II	\$100	Water Rights Specialist II	\$125
Hydrogeologist I	\$85	Water Rights Specialist I	\$105
Electrical Engineer	\$150	Water Rights Technician III	\$95
Construction Inspector III	\$105	Water Rights Technician II	\$90
Construction Inspector II	\$100	Water Rights Technician I	\$75
Construction Inspector I	\$90	Regulatory & Env. Specialist	\$95
Project Assistant	\$80	Professional Surveyor	\$130
Admin IV	\$90	Survey Technician II	\$90
Admin III	\$80	Survey Technician I	\$75
Admin II	\$70	1 Man Survey Crew	\$130
Admin I	\$55	2 Man Survey Crew	\$170
Intern	\$45	3 Man Survey Crew	\$245
		Utility Operator	\$115

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.