

**AGENDA
CITY OF FALLON – CITY COUNCIL
55 West Williams Avenue
Fallon, Nevada
June 7, 2022 – 9:00 a.m.**

The Honorable City Council will meet in a regularly scheduled meeting on June 7, 2022 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 three 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 possible approval of Council meeting minutes for October 4, 2021, October 18, 2021, November 1, 2021, November 15, 2021 and December 20, 2021. **(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 Jennifer Vasquez for a drinking establishment liquor license for Pizza Barn, LLC to be located at 1981 W. Williams Ave. **(For possible action)**
7. Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Court Street Reconstruction project in the amount of One Hundred Thirty-Nine Thousand Dollars (\$139,000.00). **(For possible action)**
8. Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Oats Park Splash Pad and Pavilions project in the amount of Ninety Thousand Nine Hundred Fifty Dollars (\$90,950.00). **(For possible action)**

9. Consideration and possible approval of a Professional Services Contract with J-U-B Engineers, Inc. for engineering services associated with completing a Facilities Plan for the potential expansion of the Wastewater Treatment Plant in the amount of One Hundred Ninety Thousand Two Hundred Dollars (\$190,200.00). **(For possible action)**
10. Public Comments **(For discussion only)**
11. Council and Staff Reports **(For discussion only)**
12. Executive Session (closed):
 - Discuss Litigation Matters **(For discussion only)** (NRS 21 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 June 2, 2022 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 775-423-5104 in advance so that arrangements may be conveniently made.

June 7, 2022

Agenda Item 4

Consideration and possible approval of Council meeting minutes for October 4, 2021, October 18, 2021, November 1, 2021, November 15, 2021 and December 20, 2021. **(For possible action)**

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**MINUTES
CITY OF FALLON
55 West Williams Avenue
Fallon, Nevada
October 4, 2021**

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
Councilman James Richardson
City Councilwoman Kelly Frost (not present)
City Councilwoman Karla Kent
Chief of Staff Bob Erickson
City Attorney Mike Mackedon
Deputy City Attorney Trent deBraga
Deputy City Attorney Leonard Mackedon
Captain Kris Alexander
City Clerk-Treasurer Sean Richardson
Deputy City Clerk Elsie Lee
Deputy City Clerk Michael O'Neill
City Engineer Derek Zimney
Public Works Director Brian Byrd
Deputy Public Works Ryan Swirczek

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.

Deputy City Clerk Elsie Lee advised that the agenda was posted in compliance with the NRS requirements.

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.

Mr. Geoff Knell of 261 Serpa Place greeted the Council. You ever heard of the gospel song, it's called, Give Thanks? I would like to just hum a little bit, give thanks to the grateful heart, give thanks to the Holy One, that's great isn't it. Yeah, that's great. I will read out of Psalms 2:1-3 Why do the nations rebel and the peoples plot in vain? The kings of the earth take their stand, and the rulers conspire together against the Lord and His Anointed One. "Let us tear off their chains and free ourselves from their restraints." Wow, you heard that several

times before from me. Where is God? Where is God? Is this government attached to God? We are looking at the world events stuff and the state government and they don't, they don't honor God. You know the House just passed a bill to kill the unborn, federally. Promote promiscuity and sexual perversions. Wow. What a day to be alive, it is. You know, I walked my dog this morning and, on my way, back, there on Serpa Place and North Broadway, a nice lady, who always does it, most of the time, doesn't stop at the stop sign. And I think she works at the Banner Hospital. It just tells me the mind set of people are allow or being allowed to violate simplistic laws. People are getting bored to death, and they want to get to a place really, really, fast. You know, with you...uh, you see in Matthew 24: Jesus says lawlessness shall abound and people's hearts will grow cold. And in King James it is wax cold. You know that Thursday before my son's memorial service, I was walking my dog, and there was a car parked over the side, it was over at Pioneer Park. I was walking my dog, and I walked past the vehicle and all of the sudden I get the finger, and "f" you Geoff. This person knew my name. You know that is a badge of honor. And what I am trying to express to you, what we are seeing today, is to sign a petition, that (inaudible) is coming, that we are being conditioned to accept what...what (inaudible) calls the antichrist. We're being set up for it, but where is God in our government? I travel the nation. By the way, I am going to Ohio, next...this next weekend, and I'm going to be preaching there too. What you see, but I see, the...the condition of the heart because God has been removed, pretty much. I talk to church members in different, in parts of these churches here, and they have no clue. And...and, in a sense to offer the hope and the blessing of the Lord Jesus Christ but they fear man, they fear the government more, than they fear the Lord. Now going to Exodus Chapter 1, it talks about the midwives. They were ordered to kill the Hebrew first-born, male child, but they disobeyed because in there it says, they feared the Lord. So, I want to encourage you today, to fear the Lord. Fear Him. Because you are going to suffer the consequences for your decisions. Now, I walk these streets, the shopping carts are all over the place again. But we can't get Walmart to file charges. That's immorality there. So, I...I, sorry I have to bring up negative things but that's what we're seeing. The thing is with...but through Christ, you continue things with who he...uh, what does it say? You do things through Christ, who strengthens me. But we are letting our government become so weak. I see law enforcements through the country, and they've become weak. I see it right here. They're not, well, they have bigger choices than that. Apparently, they live in fear. And their interaction. So, condition of the heart. The cond...condition of the heart. Are you connected to God? Thank you.

Mayor Tedford inquired if there were any additional public comments.

No further comments were noted.

Approval of Council meeting minutes for May 19, 2021, June 7, 2021, June 10, 2021, and June 21, 2021.

Mayor Tedford inquired if there were any corrections for the minutes.

No additions or corrections were noted.

Councilwoman Kent motioned to approve the Council meeting minutes for May 19, 2021, June 7, 2021, June 10, 2021, and June 21, 2021; seconded by Councilman Richardson and approved with a 2-0 vote by the Council.

Approval of Warrants

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

Councilman Richardson motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilwoman Kent and approved with a 2-0 vote by the Council.

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.

Mr. Geoff Knell of 261 Serpa Place asked why we let the federal government and the state government declare what we are to do. Why? They've lost it. You know, in the Capitol Building they have painting on the ceiling up there. It's all Greek gods. Where is the Lord of the Bible? Where is Jesus Christ? So, what I am referring to is, why are we doing things that we put ourselves in the position to pay a government that sheds innocent blood. That causes sexual perversions. Who sexualizes our children? Why do you want to take money from them when they have a condition? And then we get in a position, we get so much in debt. We are going to go for more. So, go before this, this, so called grant for the regional, whatever, I've read upon it. It's more control. It's something we need to fix our structures and stuff, but then where is our freedom? We stand up against we can set this government, state government, and federal government is doing. Come to Christ. Reconnect with him. This is, in my opinion, this is irresponsible. Thank you.

Mayor Tedford inquired if there were any other public comments.

No further comments were noted.

Council and Staff Reports

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

No comments were noted.

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 9:13 a.m.

Mayor Ken Tedford

Attest: _____
Sean C. Richardson, City Clerk-Treasurer

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**MINUTES
CITY OF FALLON
55 West Williams
Avenue Fallon, Nevada
October 18, 2021**

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

Present:

Mayor Ken Tedford
City Councilman James Richardson
City Councilwoman Kelly Frost
City Councilwoman Karla Kent
Chief of Staff Bob Erickson
City Attorney Michael Mackendon
Deputy City Attorney Trent deBraga
Deputy Public Works Adrian Noriega
Captain Kris Alexander
City Clerk Treasurer Sean Richardson
Deputy City Clerk Michael O'Neill
Deputy City Clerk Elsie Lee

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.

Deputy City Clerk-Treasurer Elsie Lee advised that the agenda was posted in compliance with the NRS requirements.

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 comments were noted.

Approval of Warrants

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

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Consideration and possible approval of election of officers of the Fallon/Churchill Volunteer Fire Department: Fire Chief - Jared Dooley; First Assistant Fire Chief - Randy Sharp; Second Assistant Fire Chief - Anthony Myers; and Third Assistant Fire Chief - Eric Blakey.

City Clerk Elsie Lee stated that pursuant to Fallon Municipal Code Section 2.16.050, the Fire Chief, First Assistant Fire Chief, Second Assistant Fire Chief and Third Assistant Fire Chief of the Fallon/Churchill Volunteer Fire Department are to be elected by the Fire Department and approved by the City Council. Fire Department elections were held in September 2021 with the following results: Fire Chief – Jared Dooley; First Assistant Fire Chief – Randy Sharp; Second Assistant Fire Chief – Anthony Myers; Third Assistant Fire Chief – Eric Blakey. The election results are now before the City Council for consideration and possible approval.

Councilman Richardson motioned to approve the election of officers of the Fallon/Churchill Volunteer Fire Department: Fire Chief- Jared Dooley; First Assistant Fire Chief - Randy Sharp; Second Assistant Fire Chief - Anthony Myers; and Third Assistant Fire Chief - Eric Blakey; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Mayor Tedford stated that it would be his honor to swear these gentleman in.

At this time, Mayor Tedford administered the Oath of Office to Fire Chief Jared Dooley, First Assistant Fire Chief Randy Sharp, Second Assistant Chief Anthony Myers, and Third Assistant Fire Chief Eric Blakey.

Fallon Police Department Monthly Report for September 2021.

Captain Kris Alexander greeted the Council. On page one of the report, on the bottom chart, the calls for service have fallen off a little bit from last month. Last month, we put back in place some mask standards and social distancing standards. We were having our officers handle the calls for service the best that they could in open air environments, for their protection, and the community. We also encouraged them to hold off on traffic stops and make unnecessary citizen contact because of the uptick in the COVID-19 virus. Page 2 of the report, on the bottom chart, I would like to point out that larcenies have fallen off, which is standard. In the summertime month we get a lot of crimes of opportunity when it comes to thefts and retail thefts. During the cooler months and the fall, these types of calls do tend to drop off. Page 4 of the report, as I stated with traffic stops, you are going to notice that they have diminished greatly. Again, we have kind of put in some COVID safety precautions, to keep our officers and community safe, and again unnecessary contacts with the community. Accidents have fallen off slightly, but they are averaging where they generally are. The Animal Shelter has stayed busy. Tony, and his crew, have been doing a great job adopting animals out, as well as other entities that involve taking possession of the animals from our shelter and adopting them out. I would like to point out that we hired Kayla Norcutt, she came from the other side of the City, and now works for Animal Control, and is doing a phenomenal job. Citizens Surveys – we didn't get many Citizen Surveys back last month, we got 2. All of them were in the very satisfied columns all the way down. There is one that is no opinion,

and says we are satisfied with the Police Departments response time. Citizen Survey's comments were positive. Activities and Special Events - during the month of September we provided no assistance to our community, as there were no members of the community requesting assistance. Indoctrination – Trevin Goodrick, one of our detectives, provided indoctrination training to 14 service members at NAS Fallon. Our Volunteers in Police Services volunteered 123 and ½ hours to the Police Department. These duties included admin, patrolling, Labor Day Parade, and the Helping Hands visits. During the month of September our officers also provided safety and security for the Labor Day Parade on September 6th.

Mayor Tedford asked if there were any questions.

No comments or questions were noted.

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 comments were noted.

Council and Staff Reports

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

Councilwoman Kent stated that it was a very nice retirement party for Chief Gehman. I really loved listening to the stories of the Chief and learning more about he and his family.

Mayor Tedford thanked Councilwoman Kent. He will be missed, but all things change over time, we do wish them the best in their future.

No further comments were noted.

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 9:18 a.m.

Mayor Ken Tedford

Attest: _____
Sean C. Richardson, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams
Avenue Fallon, Nevada
November 1, 2021**

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

Present:

Mayor Ken Tedford
City Councilwoman Kelly Frost
City Councilwoman Karla Kent
City Attorney Michael Mackedon
Chief of Staff Bob Erickson
Deputy City Attorney Trent deBraga
Public Works Director Brian Byrd
City Engineer Derek Zimney
Captain Kris Alexander
City Clerk Treasurer Sean Richardson
Deputy City Clerk Michael O'Neill

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 Sean Richardson advised that the agenda was posted in compliance with the NRS requirements.

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 comments were noted.

Approval of Warrants

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

Councilwoman Kent motioned to approve the accounts payable, payroll and customer

deposit warrants; seconded by Councilwoman Frost and approved with a 2-0 vote by the Council.

Mayor Tedford stated that he wanted the record to reflect Councilman Richardson's absence.

Presentation of Proclamation for No-Shave November 2021 to support cancer research, awareness, and treatment.

Mayor Tedford stated that he really enjoys doing this proclamation each year. I started doing this when Governor Guinn was diagnosed with prostate cancer, and we have done it every year in November. We have expanded it because we realized that, with the help of my friend Steve Ranson, Prostate Cancer Month is really in September. We have expanded this, and as you know, breast cancer and prostate cancer are 2 things I always like to get out front and center, along with pancreatic cancer. We have expanded this over the years to help make everyone aware of the different types of cancer that we should be aware of and be encouraging people to do preventive screenings and consulting with physicians. I would like to read this into the record. The proclamation reads:

WHEREAS, during the month of November we commend the courage of those who are battling cancer and remember all whose lives have been taken from us by this horrible disease; and

WHEREAS, we applaud the nearly 17 million cancer survivors in the United States who show us that victory over cancer is possible; and

WHEREAS, we extend our appreciation to the healthcare professionals, scientists and researchers who have committed their work to finding a cure for cancer; and

WHEREAS, cancer remains the second-leading cause of death in the United States; and

WHEREAS, thanks to early detection, preventive measures and medical innovation, survival rates for the most common types of cancer – lung, colorectal, breast and prostate – have vastly improved, providing much-needed hope to millions of cancer patients and their families nationwide; and

WHEREAS, preventive screenings, consulting your physician when detecting abnormalities and awareness of family history can be the difference between life and death; and

WHEREAS, it is critical that we see our doctors or healthcare providers regularly and stick to a healthy diet and routine physical activity; and

WHEREAS, the City of Fallon, the Mayor and the City Council have indicated a desire to help support research, awareness, and treatment of cancer by promoting a program entitled No-Shave November.

NOW, THEREFORE, I, Ken Tedford, Mayor of the City of Fallon, Nevada, do hereby proclaim November 2021 as:

NO-SHAVE NOVEMBER

and by this action, let it be known that the City of Fallon, the Mayor and the City Council support research, awareness, and treatment of cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fallon this 1st day of November 2021.
We will take a picture with the Council and this proclamation.

Consideration and possible approval, subject to certain conditions, of an application by Celestia Blakey for a retail liquor license for Dandelion Express LLC to be located at 741 South Taylor Street.

Sean Richardson stated that Celestia Blakey, owner of Dandelion Express LLC, has made an application for a retail liquor license for Dandelion Express LLC, to be located at 741 South Taylor Street. A retail liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption off the premises only. The application has been reviewed by Captain Ron Wenger, Deputy City Clerk Elsie Lee, City Engineer Derek Zimney, and City Attorney Trent deBraga and has been recommended for approval, subject to certain conditions.

Mayor Tedford inquired if the Council had any questions.

Councilwoman Kent asked Celeste if she was just going to have refrigerators there for the liquor to be sold out of, much like a store. Would the customers purchase there and consume at their home, or elsewhere?

Celeste Blakey stated that she won't have any in stock on the premises. I only get a couple of requests a month. Maybe to be able to deliver a bottle with flowers to a home. I want to do it legally and the correct way. So, I usually would just go pick up whatever they told me that they wanted and be able to deliver it. I need to make sure that I am square with you guys first.

Mayor Tedford inquired if there were any further questions.

No further questions were noted. Mayor Tedford thanked Celeste.

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Councilwoman Frost motioned to approve the application by Celestia Blakey for a retail liquor license for Dandelion Express LLC to be located at 741 South Taylor Street; seconded by Councilwoman Kent and approved with a 2-0 vote by the Council.

Mayor Tedford thanked Celeste and wished her luck. Thank you for your patience while we worked out how to do this.

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 comments were noted.

Council and Staff Reports

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

Councilwoman Frost thanked the Police Department for escorting the tennis team off to their State Championship. I know that they really appreciated that and if you would pass along my thanks, I would really appreciate it.

No further comments were noted.

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 9:12 a.m.

Mayor Ken Tedford

Attest: _____
Sean C. Richardson, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams
Avenue Fallon, Nevada
November 15, 2021**

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

Present:

Mayor Ken Tedford
City Councilman James Richardson
City Councilwoman Kelly Frost
City Councilwoman Karla Kent
Chief of Staff Bob Erickson
City Attorney Michael Mackedon
Deputy City Attorney Trent deBraga
Public Works Director Brian Byrd
Deputy Public Works Ryan Swirczek
Captain Ron Wenger
City Clerk Treasurer Sean Richardson
Deputy City Clerk Michael O'Neill
Deputy City Clerk Elsie Lee

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.

Deputy City Clerk Elsie Lee advised that the agenda was posted in compliance with the NRS requirements.

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 comments were noted.

Approval of Warrants

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

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

Appointment and possible confirmation of Kristopher Alexander as Chief of Police.

Mayor Tedford stated that he is going to move on to the appointment and possible confirmation of Kristofer Alexander as Chief of Police. Let me read his biography to you. Kris Alexander was born to Ken and Sharon Alexander on January 5th, 1976, in Balboa Naval Hospital in San Diego, California. He is the younger brother of Stephanie. Kris began his career with the Fallon Police Department in 1997, as a Reserve Police Officer, while also working as a firefighter at NAS Fallon. In August 1998, he was hired full-time with the Fallon Police Department as a Patrol Officer. In April 2002, Kris was assigned to the North Central Narcotics Task Force until June 2005, when he returned to patrol. In August 2005, he was assigned as the School Resource Officer and an Advisor with the Fallon Police Department Explorer Program. He was at that position until 2008, where he then returned to patrol. On March 8, 2011, Kris was promoted to Sergeant of the Patrol Division, supervising the Field Training Officer Program, the day-to-day activities of the department, maintaining the department equipment, and acting as a mentor to other officers. December 14, Kris was promoted to Captain, where he oversees the Investigation Division, Communications and Records, Animal Control and Community Service Officers, School Resources Officers, Narcotics Investigator and Volunteers in Police Service Program, as well as filling in for the Chief whenever necessary. Kris is married to Jerilyn and together they have 4 children, Madison, Brooklyn, Sophia, and Grayson. Also present this morning during this confirmation hearing is his mother Sharon and his sister Stephanie. Today, it is my pleasure, to offer as my appointment to the Chief of Police and ask for the Council's consideration and confirmation, Kris Alexander. If the Council has any questions for you, I know that they have sat with you individually, and you have spent time with them as they asked their questions of you. Does the Council have any further questions of Kris, at this time?

Councilwoman Frost stated that she doesn't have any questions but wanted to state that she has had the chance to work for Kris when he was the School Resource Officer and has also seen his work as Captain. I think you will do a great job and congratulations.

Mayor Tedford inquired if there were any questions from the public.

No comments were noted.

Councilman Richardson stated that it would be his honor to make the motion and to confirm Kristopher Alexander as Chief of Police; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Consideration and possible action to establish the salary of Kristopher Alexander as Chief of Police at One Hundred Fifteen Thousand and Six Dollars (\$115,006.00) per year.

Councilwoman Kent motioned to establish the salary of Kristopher Alexander as Chief of Police at One Hundred Fifteen Thousand and Six Dollars (\$115,006.00) per year; seconded by Councilman Richardson and approved with a 3-0 vote by the Council.

At this time, Mayor Tedford administered the Oath of Office to Kristopher Alexander as Chief of Police.

Consideration and possible action to approve a construction contract with Sierra Nevada Construction of Sparks, Nevada, in order to complete the 2021 Preventative Maintenance project, PWP-CH-2021-414, in the total amount Three Hundred Forty-Four Thousand and Seven Dollars (\$344,007.00).

Public Works Director Brian Byrd stated that this project is a continuation of a multi-phased approach to preventative street maintenance and rehabilitation throughout the City. Slated for the Fall of 2021, this phase of our preventative maintenance plan would allow for the application of 755,411 square feet of crack and slurry seal. The application of pavement crack seal and Type II rapid setting slurry to existing pavements will aid in filling cracks and voids, creating a weather-tight seal, and providing color and texture to surfaces while prolonging life expectancy. Working with Lumos and Associates, the City of Fallon has performed a conditions assessment survey of existing City streets. The data compiled from that survey was used to classify existing pavements into two categories based off the applicable pavement preservation techniques. The scope of this project includes portions of 14 streets throughout the City that were deemed appropriate for a crack and slurry seal application. The project was released for the public on October 13, 2021 and was advertised in the Lahontan Valley News in accordance with NRS 338. 2 bids were received and opened on November 3rd, as further described in the attached documents. If you have any questions, I would be more than happy to answer them.

Mayor Tedford inquired if there were any questions from the Council.

Councilwoman Kent asked if there are different levels of crack sealing. Does it start out with a thin layer and work the way to the thicker layer? Is this the best crack and slurry seal available?

Public Works Director Byrd stated that the City is doing 13 of the City streets with a relatively heavy slurry seal and on A Street, from Venturacci to Maine Street, we are doing a much more significant build-up on that one. We crack seal, then do a leveling course, then we chip seal, and then we end up doing a really, really, heavy slurry on top of it. It ends up about ½"-¾" thick. So, that application on A street is a lot heavier which drilled the cost up on this project, relative to the square footage. On the other 13 streets, we crack seal and then do a heavy slurry.

Councilwoman Kent asked if we were doing all A Street, or if just the southside was being done.

Public Works Director Bird stated that A Street is from Venturacci to Maine Street. That application we did on N. Broadway was a trial run last season. It was really effective on prolonging the life until a reconstruction is possible. We are expecting to get hopefully, 5 years out of this.

Mayor Tedford stated that the job on Broadway was totally amazing. To back up what Brian said is true, it was a test to see what a heavy slurry seal could do. The cracks that were filled in were totally amazing. Those cracks were so deep and so wide. If you remember, I tripped in one of those cracks, it was a bad fall. The worst cracks we have seen in the City.

That street hasn't been touched since the Spring of 1987. It is almost like a new street; you will notice when you drive on it. It is the street the Road Department and the Sierra Pacific Power trucks drive on. If you get out and walk the street, you would see it is almost like a new street, if it had curb, gutter, sidewalk, and pavement to the edge, it would be. It totally amazed us.

Public Works Director Byrd confirmed the Mayor's statement. With the cost of reconstructions being so great, anything we can do to prolong and still maintain a quality of travel is good.

Mayor Tedford stated that A Street has more traffic, but not as heavy of traffic as those trucks. If you get out and walk Broadway you will see the Broadway Street was more deteriorated than A Street, in the size of cracking and the depth of cracking. I am really excited to try this on A Street.

Councilwoman Kent asked what the schedule of completion date would be.

Public Works Director Byrd stated that we had a lot of success last year, coming into the Fall and Winter with getting all the crack sealing done. It allows proper cure time and prevents another year of degradation. We would like to do the same thing. Come in crack seal, probably in about 30 days, and then come back in the Spring and evaluate which areas held, which ones needed additional crack seal, and then as soon as temperatures and weather allow in the Spring, we would hit that. The first part of Spring, March/April.

Councilwoman Frost asked if SNC was the company that did the Broadway Project.

Deputy Works Director Byrd stated that they were. It was really interesting, the numbers from the last time we did it were almost identical from both contractors that bid. We expected a construction cost increase, and that wasn't the case. So, our Engineer was high on this one, which was unexpected, to say the least.

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Councilwoman Frost motioned to approve a construction contract with Sierra Nevada Construction of Sparks, Nevada, in order to complete the 2021 Preventative Maintenance project, PWP-CH-2021-414, in the total amount Three Hundred Forty-Four Thousand and Seven Dollars (\$344,007.00); seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

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 comments were noted.

Council and Staff Reports

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

No comments were noted.

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: _____
Sean C. Richardson, City Clerk-Treasurer

DRAFT

**MINUTES
CITY OF FALLON
55 West Williams Avenue
Fallon, Nevada
December 20, 2021**

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
Councilman James Richardson
City Councilwoman Kelly Frost
City Councilwoman Karla Kent
Chief of Staff Bob Erickson
City Attorney Mike Mackendon
Deputy City Attorney Trent deBraga
Captain Kris Alexander
Public Works Director Brian Byrd
Deputy Public Works Ryan Swirczek
Deputy City Clerk Elsie Lee
Deputy City Clerk Michael O'Neill
City Engineer Derek Zimney

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

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford held a moment of silence for the passing of Valerie Serpa.

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

Deputy City Clerk Elsie Lee advised that the agenda was posted in compliance with the NRS requirements.

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 comments were noted.

Approval of Warrants

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

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Public Hearing for Bill No. 787: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meeting of the Fallon City Council, and for other matters properly related thereto.

Deputy City Attorney Trent deBraga stated that Bill No. 787 was introduced at the Council's properly noticed regular meeting on December 6, 2021. Notice of the Deposit of Copies of the proposed Ordinance and the public hearing date was duly published in the Lahontan Valley News on December 8, 2021. The proposed Ordinance, as introduced, the Proof and Statement of Publication of the notice of Deposit of Copies, and Public Hearing to adopt Bill No. 787 are attached to this coversheet. This agenda item represents the public's opportunity to comment on the proposed ordinance and to present relevant information and materials to the Council.

Mayor Tedford stated that this Bill would change the times of our regular Council meetings from 9:00 a.m. on Mondays to 9:00 a.m. on Tuesdays. They would still be held on the 1st and 3rd week of the month. Are there any public comments during this time? Council do you have any questions or comments?

No further comments were noted.

Consideration and possible adoption of Bill No. 787 Ordinance No. 768: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto.

Deputy City Attorney Trent deBraga stated that this agenda item represents the Council's opportunity to consider the proposed ordinance as they see fit. This Bill will change the 1st and 3rd Monday meetings to the 1st and 3rd Tuesdays of each month. If the Council acts on this Ordinance, the next step would be to publish the Ordinance in the Lahontan Valley News. The earliest that could be done would be on December 29th, 2021, and wouldn't become effective until 20 days after the first publication. The 20th day falls on January 18th, 2022. The Monday prior to that date is a holiday and is an example of why this Ordinance is appropriate. Many holidays fall on Mondays, pushing the Council meetings to Tuesdays. If passed, it would be published and wouldn't become effective until 20 days after the publication date.

Mayor Tedford thanked Deputy City Attorney deBraga. One of the reasons why we have brought this up, is what Trent just mentioned. Many of these Mondays are holidays and we have posting requirements through the State of Nevada that we have to abide by. We are diligent with our postings and getting these agenda items completed. Sometimes, these holidays push us back further to the week ahead, to get them posted when we have Monday holidays. We thought it

would be better on Tuesdays. On some agenda items we need to talk to you about and it falls on the weekend and we aren't able to. Tuesdays are a better day to talk to you about those as well. It seems like, if we go back to where we were on Tuesday meetings, when we met at night for many, many years here. Bob as Mayor remembers, and me as a Councilman, and now the Mayor, it was held at 7:00 on Tuesday nights. Now, going to Tuesday mornings it might be better. So, that is the rationale behind it, Council. Are there any questions?

Councilwoman Frost asked if February 1st would be the first Tuesday meeting.

Deputy City Attorney deBraga stated that would be correct. The day that this would be published would be December 29, 2021. Day 20 would fall on January 18, 2022. This wouldn't necessarily be the date it would be effective. The first meeting we would start on Tuesdays would be the February 1, 2022, date.

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

No further comments were noted.

Councilman James Richardson motioned to adopt Bill No. 787 as Ordinance No. 768: An ordinance amending Title 2, Chapter 2.04, Section 2.04.040 of the City of Fallon Municipal Code for the purpose of changing the days of the regular meetings of the Fallon City Council, and for other matters properly related thereto; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration and possible approval of a Tentative Subdivision Map for Phases 6-8 of Country Air Estates.

Engineer Derek Zimney stated that this map would be the first step in creating thirty-nine (39) new single-family lots. The construction of the proposed improvements will complete the Country Air Estates subdivision. The City of Fallon and City Council first approved a tentative map for Country Air Estates in 1988. That map was for 162 lots. Only 86 lots have been completed in phases 1 through 5. The remainder have been redesigned with this tentative map. If approved and constructed, Country Air Estates will have 125 of the originally planned 162 lots. The proposed improvements are being proposed to be completed in three phases. This map has been reviewed by City Engineer Derek Zimney, Public Works Director Brian Byrd, and Chief of Staff Bob Erickson. Letters of intent and copies of the proposed tentative map have been submitted to the Nevada Department of Environmental Protection, Nevada Division of Water Resources, Truckee-Carson Irrigation District, Churchill County, and the Churchill County School District. Those letters and responses from each agency are attached. Friday, I provided an updated map that corrected some small revisions, names, and page numbers. They have been provided in the back of the room, and one has been provided for the record.

Councilwoman Kent stated that she would like to disclose that JKG Builders is a customer of Kent's Supply Center.

Mayor Tedford thanked Councilwoman Kent. So noted, for the record.

Councilwoman Frost asked if the School District responded to the letter.

City Engineer Zimney stated that they did not respond.

Councilman Richardson asked if the number of parcels are the same or if they are less than the previous approved plan.

City Engineer Zimney stated that it appears to be one less than the previously approved. 2 less with the infiltration basin and then one lot that looked like 3, is going to be one large one, from what I can tell.

Councilman Richardson asked if the major change would be the drainage. 2 parcels are missing, so we need put in a drainage?

City Engineer Zimney confirmed that was correct.

Mayor Tedford inquired if there were any further comments. Let's talk about the retention pond. I think that Councilman Richardson has some concerns, and I do too.

Councilman Richardson stated that the drainage on the map is basically, on the main road coming in on the new phase subdivision. Are there any plans on what that might look like, coming in, by the builders or developers? Who is going to take responsibility for that piece, and what kind of aesthetic consideration will be placed on that?

City Engineer Zimney stated that the City Staff has met and talked about this. Long term, the City would like this parcel, this drainage deeded to the City to help take care of our citizens. Before it is completed, I think a conditional approval maybe JKG could submit a plan of a nice trim cedar fence, maybe some landscaping features, something to make this look like a nice backyard. I think a conditional approval that staff and everyone has a chance to review would be a good idea, just to make sure that everyone is happy with what the final product would look like over there.

Mayor Tedford inquired if there were any further questions. I think all the questions that we have would revolve around that retention basin. I think the City is going to take on the long-term maintenance on that, as we have done in other areas. I think Councilman Richardson's questions are what that might look like aesthetically for those citizens around that area.

David Hall greeted the Council. Right now, we currently don't have anything that shows what the finished design would look like there. After discussing with Ken, Derek, and myself, I think that we have a pretty good idea of what you guys are after, as far as aesthetics coming into that development there. He was mentioning a cedar fence, with plants. We don't have an issue, at all, dressing that up, where you pull into that subdivision that it has a nice a feel to it when you drive past it, verses a hole in the ground. Our intent is to make that subdivision look like it has a nice curb appeal, things like that. So, if we left that area unfinished it wouldn't represent what type of product we are trying to represent for the City of Fallon.

Mayor Tedford stated that there is a really nice subdivision, with really nice homes, and really nice sized lots, which is great. We are just concerned about how that corner is going to look. If you would work with staff and come up with something that would be acceptable to the City. If you run that plan by us, maybe not in a formal setting here, Staff would be able to run that by us to see if it is acceptable to what we are looking for. I think that would be great.

David Hall responded by stating yes, definitely. As soon as we come up with something we will put it on paper and make it look as best as we can on paper. We will also work with Derek on getting his feel on what the City of Fallon would like to see. He probably has the best idea what you guys are after for cosmetics in that area. We will come up with something that is going to be more than adequate to make that area look really good when you pull into that area.

Mayor Tedford stated that we know what needs to be there. Okay, great, thank you.

David Hall stated his name for the record and let the Council know that he is a representative for JKG Builders.

Mayor thanked Mr. Hall. Any other comments or questions?

No further comments were noted.

Councilwoman Kent motioned to approve a Tentative Subdivision Map for Phases 6-8 of Country Air Estates; seconded by Councilman Richardson and approved with a 3-0 vote by the Council.

Possible adoption of Resolution No. 21-09: A resolution to change the three (3) Ward boundaries embracing the territory within the corporate limits of the City of Fallon, and for other matters properly related thereto.

City Clerk Sean Richardson stated that with the upcoming elections that will be held in 2022, City Staff reviewed and compared the population of each Ward with current data. Redistricting Application DRA 2020 was provided to us by the County. We used that information to assess our Wards, to ensure that the population of the City's 3 Wards do not exceed one another by 5%, as required by State Statute and the City Code. We found, currently, as the Ward maps are, we are not meeting that requirement. We used this application to redistrict the wards to get the variations under 5% in each Ward. That map is attached to the agenda. Also, the Fallon Municipal Code allows the change in the Ward boundaries to be changed through a resolution, which is also attached.

Mayor Tedford inquired if there were any questions. This is driven by the National Census that we just went through. We were running against Henderson for the highest number of people that were responding to the Census, but I think that we lost. Well, I know that we lost to Henderson because I had a bet with Mayor March that we would win. We fell in 2nd or 3rd place at the end; I believe. In each election that we have in the City we have to be within 2%, even before the one in 2 years we had to redo this so we could be in that percentage of population for each Ward. It will be interesting again to know the numbers. I know that Bob and Sean did a lot of work with the DRA computer program from the County. The County was a big help in allowing us to use that. So, I think that they have done a good job and I don't know what comments the Council or public may have.

Councilwoman Kent asked if the software being used keeps track of the population without requiring a Census.

Mayor Tedford stated that it does keep track without requiring a Census. We used to always have to do it before, and I don't know how we ever did it before, but before every election we used to have to make sure we were within 5%.

No further comments were noted.

Councilwoman Frost motioned the adoption of Resolution No. 21-09: A resolution to change the three (3) ward boundaries embracing the territory within the corporate limits of the City of Fallon, and for other matters properly related thereto; seconded by Councilman Richardson and approved with a 3-0 vote by the Council.

Fallon Police Department Monthly Report for November 2021.

Chief Kris Alexander greeted the Council. The monthly report hasn't really changed much from the month of October. The calls for service were down this month slightly, with a little over 100. There are a lot of reasons for that and generally, colder months the calls for service go down. Crime summary, the larcenies are still at 13 last month, as opposed to 19 in October. Again, most of the vast majority of these are retail thefts. We also still encourage people to follow the 9:00 routine; to lock your car doors, lock your house doors, and check them all before you go to sleep at night. Last month, and in October, we released the officers to make more traffic stops. We identify the school zones before and after school, looking for people with excessive speeds. We had 138 warnings issued and 16 citations. Traffic accidents are cut in half last month as opposed to October, on private property accidents with 7 last month, as opposed to 8 in October. Animal Shelter numbers are approximately at an average. I would like to point out that the Animal Shelter posted on their Facebook page that Pat Mcowen has done a phenomenal job in reducing our feral cat population and she was recognized as a friend of Law Enforcement. We received 8 Citizen Surveys back most in very satisfied, or satisfied, and one with no opinion. For the Citizen Survey comments I would like to point out that there was a female subject that had cash stolen out of her purse. We had officers review several hours of

video and we couldn't identify the time that she provided us, as any cash being stolen. We received a lot of reports of speeders in the area of N. Taylor Street and A Street. So, we did put out extra patrols in that area for officers to focus on. No assistance was provided in the month of November and no indoctrination was provided to NAS Fallon. The volunteers donated 92.5 hours of volunteer service to the City. That included admin, patrol, and domestic violence. I would also like to point out that Donn Sheldon, who is one of our volunteers, sits on the Domestic Violence Intervention Board. Public Relations – Officer Ugalde provided the Varsity Football Team an escort out-of-town, to the State semi-finals. Unfortunately, that didn't go in our favor. Sergeant Decker ran in the Turkey Trot at Numa Elementary School, in his uniform. I would like to point out, that was interesting. Officer Perez and Officer Wolff provided traffic control for the Fountain Dye for the FYFL football champions.

Mayor Tedford inquired if there were any questions.

No comments were noted.

Executive Session:

Discuss Litigation Matters

Negotiations with Operating Engineer Locals Union No. 3

Negotiations with Fallon Peace Officers Association

Mayor Tedford stated that at this time there will be a closed Executive Session to discuss Negotiations with Operating Engineers Local Union No. 3 and Fallon Peace Officers Association. I expect this to be 20-30 minutes. At that time, we will come out of the closed session, return to open session to consider Items 11 and 12. You may wait out in the hallway if you would like to return to open session. We will also have Public Comment and Staff Reports upon return to open session. At this time, I would like to close the session to Council and the negotiating team for the City. Thank you for your attendance today if you choose not to come back.

Mayor Tedford stated that the Council has come out of closed session, and returned to regular session, and will be in recess at 10:15 a.m.

Mayor Tedford stated that the Council is out of recess and back in session at 10:50 a.m. and will proceed to Item 11.

Consideration and possible action to approve negotiated agreement between the City of Fallon and the Operating Engineers Local Union No. 3 to be effective from July 1, 2021, to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.)

Mayor Tedford stated that Council has had an opportunity to review this. Any additions Mr. Lattin to the contract, or questions?

Don Lattin, Esq. stated that he has no changes.

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Councilwoman Frost motioned to approve to authorize Mayor Tedford to sign the negotiated agreements effective date contingent upon execution by the Chief Negotiator of OE3; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration and possible action to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association to be effective from July 1, 2021, to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.)

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Councilman Richardson motioned to approve negotiated agreement between the City of Fallon and the Fallon Peace Officers Association be effective from July 1, 2021 to June 30, 2024. (Pursuant to NRS 288.153, the proposed agreement and any exhibits or other attachments to the proposed agreement are available to the public on the City's website, fallonnevada.gov, and at the City Clerk's Office, 55 West Williams Avenue, Fallon, Nevada.); 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. 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 comments were noted.

Council and Staff Reports

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

Councilwoman Frost commended the Fire Department for escorting Santa throughout the community. I think they brought a lot of Christmas joy and I appreciate their efforts.

Mayor Tedford inquired if there were any dates that Nicole needed to go over.

Nicole stated that the 22nd we would be Christmas caroling.

Mayor Tedford stated that we will be going around Christmas caroling the 22nd, starting at 5:30 p.m.

Nicole stated that we will be serving lunch to the seniors that morning of the 22nd.

Mayor Tedford stated that yes, at 11:30 a.m. we will be serving lunch to the seniors.

No further comments were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 10:58 a.m.

Mayor Ken Tedford

Attest: _____
Sean C. Richardson, City Clerk-Treasurer

June 7, 2022

Agenda Item 6

Consideration and possible approval of an application by Jennifer Vasquez for a drinking establishment liquor license for Pizza Barn, LLC to be located at 1981 W. Williams Ave. (**For possible action**)

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 6

DATE SUBMITTED: June 1, 2022

AGENDA DATE REQUESTED: June 7, 2022

TO: The Honorable City Council

FROM: Elsie Lee, Deputy City Clerk

SUBJECT TITLE: Consideration and possible approval of an application by Jennifer Vasquez for a drinking establishment liquor license for Fallon Pizza Barn, LLC to be located at 1981 W. Williams Ave. **(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

RECOMMENDED COUNCIL ACTION: Motion to approve application by Jennifer Vasquez for a drinking establishment liquor license for Fallon Pizza Barn, LLC to be located at 1981 W. Williams Ave.

DISCUSSION: Jennifer Vasquez, managing member of Fallon Pizza Barn, LLC, has made application for a drinking establishment liquor license for Fallon Pizza Barn, LLC, to be located at 1981 W. Williams Ave. A drinking establishment liquor license is a privileged license that allows the licensee to sell or provide alcoholic beverages from a fixed and definite place of business for consumption upon the premises only.

The application has been reviewed by Police Chief Kris Alexander, Deputy City Clerk Elsie Lee, City Engineer Derek Zimney, and Deputy City Attorney Trent deBraga and has been recommended for approval.

FISCAL IMPACT: Annual drinking establishment liquor license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk

TO BE PRESENTED TO THE COUNCIL BY: Elsie Lee, Deputy City Clerk



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874



LIQUOR LICENSE APPLICATION

Application Type: ☒ New ☐ Owner Change ☐ Manager Change ☐ Location Change

Applicant Name: Vasquez Jennifer K Application Date: 5/4/2022
Last First MI

Title: managing member Phone: 775-427-6240

Date of Birth: 10-23-1977 Driver's License Number: 1306604255

State: Nevada

List all addresses in which you have resided at for the past five (5) years.

Begin/End	Physical Address	City	State	Zip
<u>07/2012</u> Present	<u>4330 Santa Fe Drive</u>	<u>Fallon</u>	<u>NV</u>	<u>89406</u>

Business Entity Type: ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ DBA
☐ Corporation ☐ Association ☐ Other: _____

Business Name: Fallon Pizza Barn, LLC

Business Owner(s):

Name	Address	Title
<u>Jennifer Vasquez</u>	<u>4330 Santa Fe Dr - Fallon</u>	<u>managing Member</u>
<u>Barry Vasquez</u>	<u>4330 Santa Fe Dr - Fallon</u>	<u>managing Member</u>

Business Address: 1981 West Williams Ave Fallon NV 89406
City State Zip

Provide a brief description of the portion to be occupied by the establishment for which the license is sought:

Family Style dining Pizza Restaurant

Is the premises to be licensed leased by the applicant? ☒ Yes ☐ No

Name of the owner of the premises: Jennifer + Barry Vasquez

Name of the owner's authorized agent, if any: _____

What type of license for which the application is made: ☐ Retail (Off Premises) ☒ Drinking Establishment (On Premises)

Have you owned or managed any other business? ☐ Yes ☒ No



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

If Yes, list the business(es) you have owned or managed.

Begin/End	Name	Address	City	State	Zip

Have you ever been issued a business or a liquor license? ☐ Yes ☒ No

If Yes, when? _____ What Agency? _____

Have you ever had a business or liquor license revoked? ☐ Yes ☒ No

If Yes, when? _____ What Agency? _____

Have you ever been denied a business or liquor license? ☐ Yes ☒ No

If Yes, when? _____ What Agency? _____

Have you received any specialized training for serving alcoholic beverages? ☐ Yes ☒ No

If Yes, explain: _____

Have you ever been arrested? ☐ Yes ☒ No

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition

List five (5) references not related to you with daytime phone numbers:

Name	Phone	Relationship
Gregg Malkovich	775.835.9106	Supervisor/friend
Bart Hiatt	775.221.1600	friend
Richard Buenting	775.843.3922	Supervisor
Kristy Hoffman	775.427.6076	friend
Dennise Mello	775.219.9524	friend

I declare under penalty of perjury that the foregoing is true and correct:

1. That I have received and read a copy of Chapter 5.08 of the Fallon Municipal Code – Alcoholic Beverage Sales;
2. That upon approval of a Liquor License, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
3. That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with the full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a business license.


Applicant's Signature



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

AUTHORIZATION AND RELEASE

I, Jennifer Vasquez, authorize the Fallon Police Department to perform a background check and to release the results of said investigation, which may include information of a confidential or privileged nature, to the City Council in public documents and/or discussion at a public meeting.

Jennifer Vasquez
Applicant's Signature

OFFICIAL USE ONLY

10 Print Card _____
Photo _____
Local records _____
NCJIS _____
Municipal Code _____
Fee \$ _____

Spillman Entry _____

[Signature]
Recommended by Chief of Police or Designee

Not Recommended by Chief of Police or Designee

REVIEWED BY:

City of Fallon Engineering/Building Department _____
City of Fallon Chief of Police _____
City of Fallon/Churchill County Fire Dept. _____
City of Fallon Attorney's Office _____

Date: 5/19/22
Date: 5/15/22
Date: 6/1/22
Date: 5/19/22

OFFICIAL USE ONLY:

Account No. _____

License No. _____

Payment Received By: _____

FALLON POLICE DEPARTMENT

55 West Williams Avenue
Fallon, Nevada 89406-2941
775-423-2111
Fax: 423-6527

Kristopher R. Alexander
Chief of Police

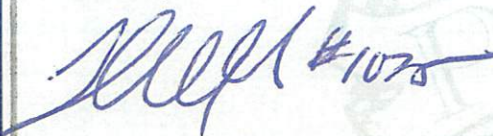
May 13, 2022

This letter certifies that Mrs. Jennifer K. Vasquez, Fallon Pizza Barn, LLC, located at 1981 W. Williams Ave., Fallon, Nevada 89406, has completed and passed her background check for a liquor license.

Additionally, I have met with the applicant regarding components of the Fallon Municipal Code concerning alcoholic beverage sales as well as her responsibilities as owner of the business.

Furthermore, there is a supplemental form that specifically addresses the operation of the business, to include identifying the on-site manager, and acknowledgments from the applicant indicating understanding she may be held personally responsible for improper business practices.

Sincerely,



Kristopher R. Alexander
Chief of Police

Liquor License Application Interview Supplement

APPLICANT: Jennifer K. Vasquez

DATE: 05/13/2022

BUSINESS NAME – Fallon Pizza Barn, LLC, Located at 1981 W. Williams Ave.,
Fallon, NV, 89406

I (will/will not) be the on-site supervisor.

If not, the on-site supervisor will be myself/Barry/Nicole Rognie

I understand that if the on-site supervisor changes, I am responsible to
notify the City Clerk's Office. Initials JV

I acknowledge that as the license holder, I am personally responsible for what is
sold at the store. Initials JV

I further acknowledge that as the license holder, I am responsible for alcohol sales
from the business and may be held personally responsible for alcohol sales that
violate any law or ordinance. Initials JV

I have received, read and understand the Liquor and Business License
requirements within the Fallon Municipal Code and agree to abide by those
requirements. Initials JV

June 7, 2022

Agenda Item 7

Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Court Street Reconstruction project in the amount of One Hundred Thirty-Nine Thousand Dollars (\$139,000.00). **(For possible action)**

CITY OF FALLON
REQUEST FOR COUNCIL ACTION

Agenda Item No. 7

DATE SUBMITTED: June 1, 2022

AGENDA DATE REQUESTED: June 7, 2022

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Court Street Reconstruction project in the amount of One Hundred Thirty-Nine Thousand Dollars (\$139,000.00). **(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

RECOMMENDED COUNCIL ACTION: Motion to approve a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Court Street Reconstruction project in the amount of One Hundred Thirty-Nine Thousand Dollars (\$139,000.00). **(For possible action)**

DISCUSSION: The approval of a contract to Lumos & Associates would allow for design, planning, engineering, and construction services associated with the reconstruction of 750 linear feet of Court Street from Nevada Street to East Street. The Scope of Work for this project includes: topographic surveying, geotechnical investigation, agency coordination, preparation of construction documents, bid services, construction management, inspection and quality assurance testing.

City staff recommends approval of a Professional Services Contract with Lumos and Associates, Inc.

FISCAL IMPACT: One Hundred Thirty-Nine Thousand Dollars (\$139,000.00).

FUNDING SOURCE: RTC, CDBG, Local Funds

PREPARED BY: Brian Byrd, Director of Public Works



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Fallon
178 S. Maine Street
Fallon, Nevada 89406
775.423.2188

April 20, 2022

Derek Zimney, P.E.
City Engineer
City of Fallon, Public Works
55 W. Williams Ave
Fallon, NV 89406

LA22.074

**Subject: Proposal for Civil Design and Construction Services – City of Fallon
Court Street Reconstruction Project**

Dear Mr. Zimney:

Thank you for giving Lumos & Associates, Inc. ("Lumos") the opportunity to provide you with this proposal for engineering design and construction services for the City of Fallon Court Street Reconstruction Project in Fallon, NV.

Project Understanding

The City of Fallon has identified that Court Street is in need of rehabilitation and/or reconstruction. This may include various maintenance techniques up to and including complete reconstruction of the paved roadway. The project limits include the portion of Court Street (approximately 750 linear feet) from east side of the intersection of Nevada Street to east side of the intersection of East Street; all of which may include the returns for connecting cross streets at intersections and commercial approaches. This also includes installing sidewalk, curb and gutter, residential and commercial driveway or approach improvements, ADA compliant pedestrian ramps at the affected intersections, new catch basins where needed, StormTech infiltrators (if required), water main or service improvements, potential sewer main and manhole improvements, striping, signage, and electrical conduit improvements, if needed.

The Scope of Services for this project will include the following tasks: topographic surveying, geotechnical investigation, agency coordination (City of Fallon, Southwest Gas, CC Communications), and preparation of construction documents, bid services, construction management, inspection, and quality assurance testing. This scope is further defined below:

1. Project Management - includes ongoing meetings and coordination with City of Fallon and local utility providers.
2. Topographical Survey- includes a topographical survey with right of way research.
3. Geotechnical Investigation - includes a soils investigation and recommended rehabilitation/reconstruct options for this section of Court Street.
4. Preliminary Design- includes the collection, review, and incorporation of background data provided by the local utility providers and the City of Fallon base maps with the topographical survey. Limits of reconstruction will be determined and documented in preliminary plans.

5. Construction Documents- includes construction plans and technical specifications that will be prepared for review and acceptance by the City of Fallon.
6. Bidding Services - includes technical assistance that will be provided to the City of Fallon during the bidding process.
7. Project Design Contingency- a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the City of Fallon.
8. Construction Administration – includes construction management, pre-construction meeting, coordination with the contractor, review of field reports and quantities, submittal review, invoicing, responding to request for information, and record drawings.
9. Quality Assurance Testing – includes sampling, testing, and documentation of all materials incorporated into the project. This includes materials delivered to the project that are listed in the Plans and Specifications. Materials to be tested will include bedding soil, soil backfill, asphalt concrete, aggregate base, native subgrade material, and Portland Cement Concrete.
10. Quality Control Inspection – includes an inspector to be on site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents, and to advise the Contractor and the City of Fallon of the need for corrective action. Conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. Properly document all field conditions both existing and proposed for inclusion into the record drawings.
12. Project Construction Contingency – a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the City of Fallon.

Each of these tasks are defined in greater detail below. It is understood that the final design requirements will be adjusted as needed to meet the demands of the project and the needs of the City of Fallon

Project Scope

Task 1 – Project Management

Management of the overall project will include scheduling of Lumos staff resources, City of Fallon design review meetings, coordinating with agencies and utility providers, quality assurance reviews, and invoicing. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the preliminary design, as well as 60% and 100% design review are anticipated. Detailed monthly invoices will be prepared to document all work performed and status reports will be provided to the City of Fallon upon request. This task also includes bi-weekly update meetings with City of Fallon staff if needed.

Task 2 – Topographic and Right-of-Way Location Survey

Lumos will prepare a project base map created using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft.

The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy and ground sampling distance of 0.25' per pixel. Isolated field shots will be obtained at critical locations such as edge of roadway, curb and flowline elevations, surface evidence of utilities, storm drain and sewer features (with inverts), and obscured areas to be

combined with the aerial imagery to supplement the base map. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum for the project will be reference to NAVD88.

The area to be mapped will be a $\pm 100'$ wide corridor along Court Street, from the westerly side of S. Nevada Street to $\pm 50'$ easterly of the easterly side of S. East Street.

Lumos will perform field surveying measurements to determine the location of monuments and evidence that affect the rights-of-way for the roadways within the subject project site. Measurements will be compared to dimensions of record documents including but not limited to; vesting deeds of adjoining properties, record mapping, right of way dedications and mapping.

Task 3 – Geotechnical Investigation

Lumos proposes a field investigation that will consist of test pit explorations at two (2) locations along the proposed project area in the shoulder of the roadway. Exploration depth will range from five (5) to ten (10) feet below ground surface, or practical refusal, whichever comes first. We understand Lumos and Associates, Inc. will complete the USA Dig clearance, and will provide the excavation/backfill services, and the traffic control.

Lumos and Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analysis and calculations and develop a Geotechnical Investigation Report that will discuss the geologic setting, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Evaluation will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Test Pits
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if encountered

Laboratory analysis may include:

- Atterberg Limits
- Moisture Density Curve
- Grain Size Analysis (including fines content)
- R-Value
- Soluble Sulfates/pH/Resistivity
- Permeability
- Expansion Index

Report, Recommendations, and Conclusions

- Exploration Logs
- Soil Types and Classification
- Site Geology
- Laboratory Test Results
- Geotechnical Discussion
- Grading Recommendations
- Backfill Recommendations
- Pavement Recommendations
- Construction Procedures
- Groundwater Level, if encountered

Note that out cost estimates do not include any soil and/or groundwater contamination evaluation at the site. We have assumed that no permits are required to conduct our field investigation and/or tests, and that access to the property will be granted to our Field Engineer.

Prior to the completion of the geotechnical report, Lumos will meet with the City of Fallon Project Manager to present feasible road rehabilitation alternatives. The goal of this meeting is to establish the final reconstruction section to be included in the recommendation portion of the report.

Included within this task is preparing and coordinating the Encroachment and Excavation Permit application process with the City of Fallon. Potholing services are NOT included within this task.

Task 4 – Preliminary Design

Lumos shall prepare a preliminary layout for the final geometrics of Court Street and the adjacent roadways for use by the client and to serve as the basis of the final design. The preliminary layout will take into consideration the ADA requirements, utility, and drainage issues. Preliminary improvement plans and an engineer's estimate of probable construction costs will be provided at a 30% level, including any proposed utility improvements. The intent of this task is to determine the project improvement limits. No vertical design or grading details will be provided as a part of the Preliminary Design.

Task 5 – Construction Documents

Lumos shall prepare Final Construction Plans and Technical Specifications suitable for construction bid advertisement for the approved project in accordance with the City of Fallon standards and requirements.

The final construction plans will be on 22"x 34" size sheets (half size 11"x17"). The plans will show all elements of project construction including but not limited to reconstruction plan and profile view, subsurface plan and profiles for utility improvements, right-of-way lines, property owners name, property APN and site address, and any other details necessary for construction.

60% Improvement plans submittal

Lumos will submit 60% design plans, to the City of Fallon, and utility companies for review. At a minimum, the 60% design plans will include the following: title sheet, preliminary note sheets, overall site and control plan, existing parcel base with owner names, addresses and rights-of-way,

removal plan, surface improvement plan, preliminary grading plan, plan and profile sheets with existing and proposed utilities and preliminary detail sheets. An updated engineer's estimate of probable construction costs will also be included.

The 60% design plans will address all comments generated from the preliminary design plan review and include a draft copy of the contract documents and technical specifications.

The contract documents and technical specifications will reference the latest edition of Standard Specifications for Public Works Constructions (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The City of Fallon will electronically provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format.

100% Improvement plan and Specification Submittal:

100% construction documents shall be distributed to the City of Fallon for final comment. The 100% improvement plans and specifications will address all comments generated from the 60% improvement plan and specification review.

The 100% plans shall show all elements of project construction.

- Title Sheet – including vicinity map, approval signatures blocks & Sheet Index
- Notes, Symbol Legend & applicable abbreviations
- Overall Site and Control Plan
- Existing parcel base with owner names, addresses and rights-of-way
- Removal Plan
- Detailed Grading Plans
- Surface Improvement Plans
- Striping and Signage Plan
- Plan and Profile Sheets (Horizontal 1"=20' and Vertical 1"=4')
- Typical Sections (scales as noted)
- Standard Detail Sheets (scales as noted)

The 100% contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Estimate of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction will be provided by Lumos.

Lumos will coordinate with all applicable utilities to finalize submittal requirements for the applicable utility relocations if required.

Plan Production and Distribution:

At 60%, 100% and Final project milestones Lumos will submit up to three (3) sets of plans on 11"x17" size sheets (half size) and technical specifications (at appropriate milestones). The City of Fallon will be responsible for delivering all sets to the review agencies. Electronic files of submittals will also be included in .dwg, .docx, and .pdf file formats.

Review Meetings:

At 60% and 100% project milestones, Lumos will conduct one (1) meeting with the City of Fallon to review the design and discuss design comments. Lumos understands that additional meetings may be required to discuss review comments and design issues.

Final Bid Documents:

Final review comments will be incorporated into the plans and specifications. Lumos will submit final construction documents suitable for bid advertisement in accordance with the City of Fallon standards and requirements.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. Lumos will prepare final PDF's of the signed and sealed plans and deliver plans electronically to the City of Fallon. Signed and sealed Construction Documents shall be delivered to the City of Fallon electronically in MS Word and PDF format. The Regional Transportation Commission will upload to the RTC's E-Plan Room.

Task 6 – Bidding Services

Lumos will be available during the bidding process to answer technical questions and respond to questions raised by bidders during the bidding period. In addition, all questions and responses will be documented and provided to the City of Fallon.

Pre-bid Meeting. Lumos will attend the pre-bid meeting. Lumos will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the City of Fallon. Lumos will prepare and provide a PDF summary of the pre-bid meeting, as directed by the City of Fallon.

Lumos will attend the bid opening and compile a bid tab to assist the City of Fallon in evaluating the bids.

Task 7 – Design Services Contingency (Optional)

The Project Design Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the City of Fallon, for fees negotiated on a case-by-case basis. Work will be performed on a time and materials basis in accordance with Lumos' fee schedule. A standard fee schedule is incorporated into this proposal.

Task 8 – Construction Administration

Lumos will provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the City of Fallon
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation

- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Assist with review and approval of Contractor's Certified Payroll Reports
- Perform wage compliance interviews
- Provide recommendations to the City of Fallon for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, field reports in an electronic .pdf via email

Task 9 – Construction Inspection

The following staffing shall be provided for the duration of project construction:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior Inspector, ten (10) hour workdays for forty (40) shifts, for a total of 400 hours.

The inspectors will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fallon, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the City of Fallon and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blue line set of drawings to incorporate contractor record drawing mark-ups

Task 10 – Materials Testing

Lumos will provide Materials Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Materials to be tested will include asphalt concrete, aggregate base, native subgrade material, structural fill, pipe bedding, and Portland Cement Concrete. Test reports, accompanied with Lumos' recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the City of Fallon and CC'd to appropriate governmental jurisdiction(s).
- Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for asphalt concrete placement, and on-site PCC testing & sampling.

- Provide AC Testing. Provide asphalt concrete tests at a frequency of every five hundred (500) tons placed. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability, and Marshall unit weight.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight and percent compaction.

Task 11 – Record Drawings

Lumos shall provide record drawings for the completed project. One set of blue line and two sets of electronic drawings, in PDF format (24" x 36" at 300dpi), on diskette will be provided to the City of Fallon for its files.

The final record drawings must be identified, dated and signed as the record drawings. These drawings may include either:

1. The final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
2. New engineer-stamped/signed reproducible drawings identified as the record drawings.

The record drawings shall include a copy of the original title sheet (including the appropriate signatures by the City of Fallon, local government, signed by Lumos) and identified as record drawings.

Task 12 – Construction Services Contingency (Optional)

This task is contingency for miscellaneous increases within the scope of this contract in the performance of services. If Lumos determines that it is necessary to perform work to be paid out of contingency, Lumos shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the City of Fallon Project Manager's prior written approval. This task may or may not be used at the sole discretion of the City of Fallon.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- This scope does not include preparation of a drainage report in accordance with City of Fallon standards.
- It is assumed that the amount of impervious area will remain the same. Therefore, storm water detention/retention may not be necessary.
- Dry Utility improvements (except electrical conduit) are not included in the scope of this proposal.
- Landscape design is not included in this proposal.
- The City of Fallon will provide boiler plate general conditions and contract documents for bidding purposes.
- Construction Staking is not included in this proposal.
- The City of Fallon shall provide facility maps for existing utilities to be utilized in the preparation of the base map.

Fees

The tasks described in the Scope of Work will be completed for the following fixed fees:

Task	Description	Fee
Task 1	Project Management	\$5,500
Task 2	Topographic and Right-of-Way Location Survey	\$12,250
Task 3	Geotechnical Investigation	\$8,500
Task 4	Preliminary Design	\$4,000
Task 5	Construction Documents	\$19,000
Task 6	Bidding Services	\$2,250
Task 7	Project Design Contingency (Optional)	\$2,500
Task 8	Construction Administration	\$12,500
Task 9	Construction Inspection	\$52,000
Task 10	Materials Testing (Estimated)	\$12,500
Task 11	Record Drawings	\$3,000
Task 12	Construction Services Contingency (Optional)	\$5,000
Total:		\$139,000

Project Schedule

Notice to Proceed (NTP): TBD

Topographic Survey/Right-of-Way Determination/Geotechnical Investigation: 5 weeks after NTP

Preliminary Plans: 7 weeks after NTP

Final Construction Documents: 20 weeks after NTP


Start of Construction: Fall 2022

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S G M', written over a horizontal line.

Steven G. Moon, P.E.
Director

A handwritten signature in blue ink, appearing to read 'Alex Greenblat', written over a horizontal line.

Alex Greenblat, P.E.
Senior Project Manager

Encl: Fee Schedule
Standard Provisions of Agreement



Standard Fee Schedule January 1, 2022

Engineering		Per Hour
Director		\$250
Group Manager		235
Senior Project Manager – Special Projects		225
Assistant / Project / Senior Project Manager		170/195/205
Staff / Project / Senior Hydrogeologist		170/180/185
Staff / Project / Senior Engineer		155/165/175
Landscape Designer / Architect / Architect Manager		115/150/160
Staff / Project / Senior Planner		155/165/175
Assistant / Project / Senior Project Coordinator		125/150/160
Project / Senior Project Designer		135/145
Engineering Technician I / II		115/125
Support Technician		90
Construction		Per Hour
Director		\$250
Materials Engineering Manager		215
Assistant / Project / Senior Project Manager		170/195/205
Geotechnical Engineer		195
Construction Services Supervisor / Engineer		140/160
Assistant / Project / Senior Project Coordinator		125/150/160
Geotechnician		140
Inspector / Senior Inspector (includes nuclear gauge)		120/130
Engineering Technician I / II		115/125
Materials Technician I / II (includes nuclear gauge)		95/100
Surveying		Per Hour
Director		\$250
Group Manager		235
Assistant / Project / Senior Project Manager		170/195/205
Staff / Project / Senior Surveyor		145/160/170
Assistant / Project / Senior Project Coordinator		125/150/160
Photogrammetrist / Photogrammetry Manager		140/160
Surveying Technician I / II		115/125
Party Chief		160
Chain Person		80
Administrative & Other Services		Per Hour
Administrator		\$85
Clerical		75
30x42 Color / B&W (per copy)		10/5
24x36 Mylar / Color/B&W (per copy)		20/5/3
8.5x11 Color / B&W (per copy)		0.50/0.15
Mileage (per mile)		0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2022 until further notice.**

Testing/Inspection		Per Hour
Director		\$250
Materials Engineering Manager		215
Assistant / Project / Senior Project Manager		170/195/205
Geotechnical Engineer		195
Construction Services Supervisor / Engineer		140/160
Assistant / Project / Senior Project Coordinator		125/150/160
Geotechnician		140
Inspector / Senior Inspector (includes nuclear gauge)		120/130
Engineering Technician I / II		115/125
Materials Technician I / II (includes nuclear gauge)		95/100
Administrator		85
Clerical		75

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2022 until further notice.

AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the _____ day of _____, 20 22, by and
by and between The City of Fallon
whose mailing address is 55 W. Williams Ave. Fallon, NV 89406
hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

CLIENT intends to pursue work on Court Street Reconstruction Project (Project Name)
hereinafter called the "PROJECT" and whose location is Fallon, Nevada
THE CLIENT/contact person for this project is Brian Byrd
Phone 775-217-5990 Email bbyrd@fallonnevada.gov
CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing
services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:
See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project
will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15%
charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:
See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about April 4, 20 22; and have said
work completed See proposal attached hereto as Exhibit "A"
CONSULTANT contact for this project is Alex Greenblat Phone (775) 827-6111

The attached Standard Provisions of Agreement are incorporated hereinto and made a part of this Agreement. In the
event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the
Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern and control.

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall
be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days
after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if
by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with
such service. All written communications shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV
89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms,
conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first written
above.

CONSULTANT:

PRINT Steven G. Moon
SIGN _____
TITLE Director
DATE _____

CLIENT:

PRINT _____
SIGN _____
TITLE _____
DATE _____

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of Consultant..

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Client or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

10. RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

16. SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client's obligations and Consultant's services in connection with the Project shall not subject the Client's or Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any

hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. In no event shall Consultant's liability exceed the sum of Consultant's available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

(b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

(d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

(e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.

(g) This Agreement, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

20. RETAINER

Client agrees to deposit the sum of zero \$ 0 as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant's invoices in Consultant's general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant's invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant's services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant's rights to collect any remaining balance owed by Client once the retainer is depleted.

June 7, 2022

Agenda Item 8

Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Oats Park Splash Pad and Pavilions project in the amount of Ninety Thousand Nine Hundred Fifty Dollars (\$90,950.00). **(For possible action)**

Incorporated 1908

**CITY OF FALLON
REQUEST FOR COUNCIL ACTION**

Agenda Item No. 8

DATE SUBMITTED: June 1, 2022

AGENDA DATE REQUESTED: June 7, 2022

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible approval of a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Oats Park Splash Pad and Pavilions project in the amount of Ninety Thousand Nine Hundred Fifty Dollars (\$90,950.00). **(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

RECOMMENDED COUNCIL ACTION: Motion to approve a Professional Services Contract with Lumos and Associates, Inc. for design and construction administration support services relating to the Oats Park Splash Pad and Pavilions project in the amount of Ninety Thousand Nine Hundred Fifty Dollars (\$90,950.00). **(For possible action)**

DISCUSSION: The City of Fallon intends to utilize approximately one-acre of Oats Park, north of the existing community swimming pool in order to provide the public with a splash park experience for water play activities. The splash pad will have a non-slip safety surface and various nozzles and playground like features that can shower, spray, rain, mist, and shoot streams of water. The splash site will allow access to the existing pool and facilities. The new splash park area will be fenced from the other portions of the park and have multiple new pavilions available by reservation.

Lumos & Associates will assist the City in planning, developing and constructing the new facility through surveying, civil engineering, landscape architectural services, bid assistance and project management.

City staff recommends approval of a Professional Services Contract with Lumos and Associates, Inc.

FISCAL IMPACT: Ninety Thousand Nine Hundred Fifty Dollars (\$90,950.00).

FUNDING SOURCE: Local Funds

PREPARED BY: Brian Byrd, Director of Public Works



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Fallon
178 S. Maine Street
Fallon, Nevada 89406
775.423.2188

April 8, 2022

LA22.242

City of Fallon, Public Works
Attn: Brian Byrd
55 W. Williams Avenue
Fallon, NV 89406

bbyrd@fallonnevada.gov

***Subject: Proposal for Services related to the Oats Park Splash Pad and Pavilions,
A.P.N. 001-673-02 – Fallon, Nevada***

Dear Mr. Byrd:

Lumos and Associates, Inc. (Lumos) is pleased to present you with this proposal for Civil Engineering and related services for the above referenced project located in Fallon, Nevada.

Project Understanding

The City of Fallon intends to expand an approximately one-acre area along West Park Street and within their 9.7-acre Oats Park (APN 01-673-02), north of the existing community pool in order to provide the public with a splash park experience for water-play activities, together with at least three events pavilions, and associated equipment storage. This splash site will include pedestrian connection and access to pool staff facilities, south to the existing pool located at the corner of Richards & West Park Streets. The new splash park area will be contained within itself and have separate, dedicated utilities and equipment. Lumos will assist the City in planning, developing, and constructing these new splash facilities with surveying, civil engineering, and landscape architectural services.

Project Scope

Task 1 – Topographic Survey

Lumos will prepare a project base map using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft. Since the project is located within FNAS restricted airspace, we will need to apply for a variance to fly the UAV with FAA. If the variance is denied or delayed, we will use the fixed wing aircraft.

The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=20' with a 1' contour interval accuracy and ground sampling distance of 0.25' per pixel. Isolated field shots will be obtained at critical locations such as edge of roadway, curb and flowline elevations, surface evidence of utilities, storm drain features (with inverts), and obscured areas to be combined with the aerial imagery to supplement the base map. During final design of improvements, it may be necessary to supplement the project basemap with additional detailed ground shots. At that time, we would appreciate the opportunity to negotiate additional scope and fees once a better understanding of the

proposed improvements are developed. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data. Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum for the project will be reference to NAVD88.

The area to be mapped will be a portion of the Oats Park Parcel, APN 001-673-02. This area will be from the intersection of the centerline of West Park Street with the southerly right-of-way line of Court Street and the area approximately 300' easterly and southerly, to include the area on the westerly side of the existing pool facilities and southerly to the southerly rights-of-way line of Richards Street. No boundary information will be provided with this scope service.

This work can be completed within 4-8 weeks of your authorization to proceed, weather and airspace permissions depending, for the following fee:

Task 2 – Conceptual Layout – Civil Improvements

Lumos will review the project goals with the client and develop a preliminary layout for the Oats Park Splash Pad and Pavilions. The intent of the preliminary site plan is to identify any project challenges or potential conflicts and will be used as a basis of design for the Final Civil Improvement Plans, Task 3. The preliminary site plan will show the splash pad and pavilions with associated curb, gutter and sidewalk for access from the pool facility and perimeter fencing. Lumos anticipates one site visit to meet with the client under this task.

Task 3 – Final Civil Improvement Plans

Based on Client approvals of the preliminary site plan developed under Task 2, Lumos will provide Final Civil Improvement Plans in conformance with City of Fallon design requirements. Anticipated document delivery schedule is: 60%, 100%, and For Bid. Lumos will prepare 1" = 20' scale improvement plans with information necessary for City of Fallon review including Site, Grading and Utility information for the project. Our improvement plans for the onsite improvements will include the proposed splash pad, pavilions, and associated surface improvements.

Surface Improvement Plan:

The Surface Improvement Plan shall include splash pad, pavilions, curb, gutter, sidewalk, fencing, and detailing of surface design elements.

Grading Plan:

The Grading Plan will include finished grades of the splash pad, pavilions, curb, gutter, and sidewalk with proposed one-foot interval contour lines, daylight cut/fill lines, grading construction notes, and details. Grading information on drainage swales, and grade breaks will also be provided. Drainage calculations will be performed to size the proposed drainage facilities and will be noted on the plans. Cross-sections and expanded view details may also be included as part of the Grading Plan.

Utility Plan:

The Utility Plan will include water improvements, from the pool mechanical room, to supply water to the splash pad. This plan will also include the drainage infrastructure required to convey storm water to the city drainage infrastructure. The drainage facilities will also tie into the splash pad facility to drain the system for the winter.

Details:

The details will include the City of Fallon standard details along with additional details as determined during design.

Task 4 – Splash Park Analysis and Evaluation

Work under this task covers project kick-off and organization, including activities such as data collection, site analysis and evaluation.

- A. Lumos will attend a project start meeting with Public Works, Recreation, and Planning staff and other project stakeholders to review project requirements, budget, and anticipated schedules, AND TO establish/confirm project goals and objectives, and set up coordination protocols.
- B. Collect available existing site and programming information.
- C. Conduct a site visit to document and evaluate existing conditions.
- D. Reach out to prospective sub-consultants in assisting to create the desired splash park experience, with possible digital fly-thru and graphic renderings of the final layout.

Task 5 – Splash Park Programming and Conceptual Layout Alternatives

Lumos will address the participatory process of identifying desired splash park experiences, programming activities, and facilities required to support them and development of alternative site concepts.

- A. Based on input and direction from the staff and stakeholders, Lumos will prepare up to three (3) "Concept Alternatives" illustrating general splash park development concepts with respect to:
 - 1. Location, size and functional relationships of various recreational uses and facilities;
 - 2. Circulation and access;
 - 3. Landform and landscape character;
 - 4. Identify & incorporate sub-consultant/vendor illustrations
- B. Submit "Concept Alternatives" to staff for review and comment.
- C. Incorporate requested/required revisions to "Concept Alternatives" and prepare color presentations of these alternatives.
- D. Assist city staff in conducting a public workshop with city staff and project constituents to present "Concept Alternatives" for community review and comment.

Task 6 – Splash Park Final Plan

This task is for preparation of the preferred splash park design package based on results of Task 5, preceding.

- A. Based on results of Task 5, Lumos will compile community input and as directed by city staff and stakeholders assist in the selection of the preferred concept alternative(s), or combinations/modifications thereof.
- B. Lumos will prepare a final "Splash Park Final Plan" package, including:
 - 1. Illustrative Site Plan: a scaled, graphic presentation illustrating splash park development with respect to:
 - Buildings, structures and pavements;
 - Pedestrian and vehicular circulation and access;
 - Recreation facilities;

- Open space and landscape character;
 - Site furnishings;
 - Sub-consultant/vendor illustration package
 - Possible fly-thru or high quality 3D renderings
2. Prepare a Preliminary Opinion of Probable Construction Cost
- C. Submit "Splash Park Final Plan" package to city staff for review and comment.
 - D. Incorporate requested/required revisions to "Splash Park Final Plan" package and prepare color presentation.

Task 7 – Landscape Construction Documents

Lumos will prepare the plans, details and specifications sufficient to obtain competitive bids. Anticipated document delivery schedule is: 60%, 100%, and For Bid.

- A. Prepare Construction Document Package, in approved format, including:
 - Construction Layout and Reference Plans, Notes and Legend;
 - Landscape Construction Details;
 - Grading and Drainage Plans;
 - Landscape and splash park water feature vendor Notes and Legend;
 - Irrigation Plans, Notes and Legend;
 - Irrigation Details;
 - Planting Plans, Notes and Legend;
 - Planting Details;
 - Specifications in City-approved format; and
 - Final Bid Quantities and Opinion of Probable Construction Cost.
- B. Present Construction Document Package for review and comments at 60% completion.
- C. Incorporate requested/required revisions to Construction Document Package.
- D. Coordinate with project team in preparation of 100% submittal of Final Construction Document Package.
- E. Issue "For Bid" Construction Documents and Specifications package

Task 8 – Landscape Bidding Assistance, Construction Administration (CA)

Lumos will assist the city with bidding, and bid opening as requested. After bid award Lumos will be available to answer contractor or staff questions about landscape and water feature installation, separate from other Civil improvement construction.

Lumos and Associates, Inc. (Lumos) appreciates this opportunity to submit a proposal to conduct a Geotechnical Investigation for the above-mentioned project in Fernley, Nevada. We understand our scope of work is to determine the soils and make recommendations for the grading of the site, foundations and the pavement.

Task 9 – Geotechnical Investigation

For the Geotechnical scope of work, we will complete a field investigation that will consist of three (3) test pits excavated, ten (10) to fifteen (15) feet deep (or practical refusal) across the entire site. Lumos and Associates, Inc. understands we will provide the excavation services and the USA dig clearance.

Lumos & Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS). Laboratory testing will be performed on the samples to determine the engineering characteristics of site soils. Additionally, we propose to perform engineering analyses and develop a final Geotechnical Investigation Report that will discuss the geologic setting, seismic considerations, exploration and site condition, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Investigation will be prepared by a Nevada Registered Civil Engineer and will specifically include the following services:

Field Investigation will include:

- Location of Exploration Test Pits
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if Encountered

Laboratory Testing May Include:

- Sieve Analyses
- Atterberg Limits
- Moisture Density Curve
- Soluble Sulfates/pH/Resistivity
- R-Value
- Direct Shear

Report, Recommendations, and Conclusions:

- Vicinity Map and Site Map
- Exploration Logs
- Soil Types and Classification
- Laboratory Test Results
- Seismic Considerations
- Geotechnical Discussion
- Bearing Capacity and Settlement
- Lateral Earth Pressures (passive, active, and at-rest)
- Grading Recommendations
- Foundation Recommendations
- Pavement Recommendations
- Groundwater Level, if encountered

Note that our cost estimates do not include any soil and/or groundwater contamination evaluation at the site. We have assumed that no permits are required to conduct our field investigation and/or tests, and that access to the property will be granted to our Field Engineer.

We can begin work within one (1) week of Authorization to Proceed. Fieldwork will take approximately one (1) day to complete. Laboratory testing of the soil samples is anticipated to take one (1) to two (2) weeks. The analysis and report preparation is anticipated to take one (1)

week. Therefore, we have estimated a time frame of approximately three (3) to four (4) weeks – from authorization to proceed – to complete this project. However, verbal results may be provided, as they become available.

Task 10 – Pavilion Foundation Design

Lumos will design foundation structure to meet the requirements of the 2018 International Building Code (IBC) in conjunction with the Northern Nevada Amendments. In providing these services, the following tasks will be performed:

1. As stated previously, the pavilions will be prefabricated structures. In this type of construction, the pavilions are designed and detailed by the proprietary manufacturer. Lumos & Associates (Lumos) will design the structure's foundation system based on loadings provided to us by the pavilion manufacturer. It is assumed that all 3 pavilion structures are identical.
2. As required by the IBC, Lumos will design the anchorage system of the pavilion to the foundation to meet the requirements of Chapter 17 of ACI 318.
3. The slab-on-grade within the pavilions will be designed for normal light use loading.
4. Upon completion of the design, construction documents consisting of the foundation drawings along with associated detailing of the foundation will be provided for construction. We will provide specification sections pertaining to structural items in the form of sheet notes. The drawings will be produced using AutoCAD, 2022 version.
5. The foundation construction drawings and structural design calculations will be sealed by a licensed professional engineer from Lumos for submittal to the governing jurisdiction. Any plan review comments that might be issued by the governing jurisdiction will be addressed.
6. During bidding, we will answer bidders' questions pertaining to the structural drawings and specifications and will provide addenda as necessary.
7. Construction Administration services, if required, will include the review of shop drawings and the review of structural submittals. We will also respond to structurally related Requests for Information as generated by the contractor.

Task 11 – Bidding Services

Lumos will be available during the bidding process to answer technical questions and respond to questions raised by bidders during the bidding period. In addition, all questions and responses will be documented and provided to the City of Fallon.

Pre-bid Meeting. Lumos will attend the pre-bid meeting. Lumos will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the City of Fallon. Lumos will prepare and provide a PDF summary of the pre-bid meeting, as directed by the City of Fallon.

Lumos will attend the bid opening and compile a bid tab to assist the City of Fallon in evaluating the bids.

Task 12 – Meetings and Additional Services

Within the above tasks, it is anticipated that only one kick-off meeting with city staff & stakeholders, one community meeting at the "Concept Alternatives" stage, one meeting for 60% CD review, and only one meeting with Mayor & Council at the "Splash Park Final Plan" stage are required. Four total. These meetings may be in-person or digital.

If additional meetings were requested other than those outlined above, this task would capture meetings beyond those outlined. Examples would include requested attendance for pre-bid, pre-construction, weekly construction progress, special agency coordination, or vendor/product evaluation meetings that city staff may be requesting Lumos attendance, and to be billed on a Time & Material basis (T&M).

No additional presentations before elected boards, bodies, or hearings such as Churchill County, Neighborhood Advisory Board, Parks Commission, etc. are anticipated for review, comment, or approval. If necessary, these can be added as directed and pre-approved by city staff as this additional task, and to be billed on a Time & Material basis (T&M).

Task 13 – Additional Work

Any work requested by the client which is not covered in the above tasks would be considered additional work and be billed on a time and materials basis in accordance with our current fee schedule. Lumos will receive authorization to proceed with any work under this task.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Lighting and lighting design are excluded
- Dry utilities, and utilities permitting is excluded
- Entry signs and signage are excluded
- Lumos will assist city staff, but not organize or lead the proposed Community, Task 5, D.
- Renderings and fly-thru exhibits are to be prepared for only the one preferred chosen alternative
- Bid assembly, bid advertising, bid management, and bid award in by City Staff, and therefore excluded.
- AS BUILT plans are the responsibility of the construction contractor and their sub-contractors to maintain as development progresses and are therefore excluded.
- Outside review and responses by other agencies or 3rd party QA/QC are excluded
- This proposal does not include preparation of a SWPPP.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Topographic Survey	\$7,000
Task 2	Conceptual Layout - Civil Improvements	\$4,500
Task 3	Final Civil Improvement Plans	\$16,950
Task 4	Splash Park Analysis and Evaluation	\$3,250
Task 5	Splash Park Programming and Conceptual Layout Alternatives	\$7,250
Task 6	Splash Park Final Plan	\$12,500
Task 7	Landscape Construction Documents	\$18,500
Task 8	Landscape Bidding Assistance, Construction Administration (CA)	\$3,250
Task 9	Geotechnical Investigation	\$9,750
Task 10	Pavilion Foundation Design	\$5,500
Task 11	Bidding Services	\$2,500
Task 12	Meetings and Additional Services	T&M
Task 13	Additional Work	T&M
Total:		\$90,950

If this proposal is acceptable, Lumos will provide our standard contract for your review and execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,



Randy Hines
Project Coordinator
Lumos and Associates, Inc.



Steven G. Moon, P.E.
Director – Construction
Lumos and Associates, Inc.

June 7, 2022

Agenda Item 9

Consideration and possible approval of a Professional Services Contract with J-U-B Engineers, Inc. for engineering services associated with completing a Facilities Plan for the potential expansion of the Wastewater Treatment Plant in the amount of One Hundred Ninety Thousand Two Hundred Dollars (\$190,200.00). **(For possible action)**

CITY OF FALLON
REQUEST FOR COUNCIL ACTION

Agenda Item No. 9

DATE SUBMITTED: June 1, 2022

AGENDA DATE REQUESTED: June 17, 2022

TO: The Honorable City Council

FROM: Brian Byrd

SUBJECT TITLE: Consideration and possible approval of a Professional Services Contract with J-U-B Engineers, Inc. for engineering services associated with completing a Facilities Plan for the potential expansion of the Wastewater Treatment Plant in the amount of One Hundred Ninety Thousand Two Hundred Dollars (\$190,200.00). **(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

RECOMMENDED COUNCIL ACTION: Motion to approve a Professional Services Contract with J-U-B Engineers, Inc. for engineering services associated with completing a Facilities Plan for the potential expansion of the Wastewater Treatment Plant in the amount of One Hundred Ninety Thousand Two Hundred Dollars (\$190,200.00). **(For possible action)**

DISCUSSION: The City of Fallon owns and operates a Wastewater Treatment Plant (WWTP) that treats wastewater generated by the City and handles an annual average daily flow (AADF) of about 1.2 million gallons per day (MGD), while being rated at an AADF of 2.2 MGD. The plant's liquid treatment process consists of a headworks that includes coarse screening and grit removal, a three-train Sequencing Batch Reactor (SBR) process, and disinfection consisting of a chlorine contact tank.

The existing WWTP, which has been in service for over 20 years, has served the City well but is now facing a handful of critical challenges. After 20 years of service, much of the equipment is nearing the end of its useful service life. Influent flow and loadings to the WWTP are increasing due to population growth and industrial dischargers. NPDES permit limits are becoming more stringent, as evidenced in the latest draft permit, and may require improved treatment.

The proposed Scope of Services will result in a new Facility Plan that accomplishes the following objectives; Establishing projected flows and loads for a 20-year planning period. Documenting known permit requirements and identifying potential long-term permit issues. Evaluation of the existing plant unit processes and performance under current and projected

conditions. Development of recommended improvements to maintain a proper level of service and comply with known and anticipated discharge limits while establishing a capital improvement plan for the next 20 years of service.

City staff recommends approval of a Professional Services Contract with J-U-B Engineers, Inc.

FISCAL IMPACT: One Hundred Ninety Thousand Two Hundred Dollars (\$190,200.00)

FUNDING SOURCE: Various Federal, State and/or local funding

PREPARED BY: Brian Byrd, Director of Public Works



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 2022 WRF Facility Plan

CLIENT: City of Fallon

J-U-B PROJECT NUMBER: 49-22-

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

☒ **AGREEMENT DATED:** 5/17/2022

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Fallon owns and operates a Water Reclamation Facility (WRF) that treats wastewater generated by the City and handles an annual average daily flow (AADF) of about 1.2 million gallons per day (MGD), while being rated at an AADF of 2.2 MGD. The facility's liquid treatment process consists of a headworks that includes coarse screening and grit removal, a three-train Sequencing Batch Reactor (SBR) process, and disinfection consisting of a chlorine contact tank.

Waste Activated Sludge (WAS) from the process is pumped to an aerated sludge digestion tank where it is held for a short period before being transferred to sludge stabilization ponds. The City is currently undertaking a project to add a WAS dewatering facility whereby the solids will be disposed of via landfilling. Once completed, use of the stabilization ponds, which are nearing capacity, will be discontinued.

The existing WRF, which has been in service for over 20 years, has served the City well but is now facing a handful of critical challenges moving forward which include:

1. After 20 years of service, much of the equipment is nearing the end of its useful service life.
2. Influent flow and loadings to the WRF are increasing due to population growth and industrial dischargers.
3. NPDES permit limits are becoming more stringent, as evidenced in the latest draft permit, and may require improved treatment.

The City has recognized these challenges and the need to plan for the future of the WRF and has requested this scope of work from J-U-B to prepare a Wastewater Facility Plan.

This Scope of Services below will result in a new Facility Plan that accomplishes the following objectives:

- Establishing projected flows and loads for a 20-year planning period.
- Documenting known permit requirements and identifying potential long-term permit issues to track.
- Evaluation of the existing plant unit processes and performance under current and projected conditions.

- Development of recommended improvements to maintain a proper level of service and comply with known and anticipated discharge limits.
- Establish a capital improvement plan for the next 20 years of service.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100 – WRF Facility Plan Study

1. Subtask 001: Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Conduct project planning and risk assessment.
 - c. Coordinate quality assurance/quality control (QA/QC) processes.
 - d. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - e. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
 - f. Regularly monitor project status, budget and schedule.
 - g. During periods of project activity, provide a regular emailed report to CLIENT on project status, budget and schedule.
 - h. Provide a monthly invoice including budget status.
 - i. Provide ongoing document handling and filing.
 - j. Archive paper and electronic files and records.
 - k. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - l. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
2. Subtask 002: Workshops
 - a. Conduct the following workshops during the course of the WRF Facility Plan Study (FPS) tasks:
 - i. Project Kickoff Meeting/WRF Site Visit.
 - ii. Workshop #1 – Review preliminary findings for Chapters 1 through 5; Brainstorm Treatment Alternatives.
 - iii. Workshop #2 – Review recommended improvements for future upgrades
 - iv. Workshop #3 – Finalize recommended improvements and develop a draft Capital Improvement Plan.
 - v. One presentation to City Council.
 - b. If requested by CLIENT, J-U-B will attend additional meetings / develop additional workshops under the Management Reserve task.
3. Subtask 003: QC Reviews
 - a. Perform internal reviews at appropriate phases for quality control (QC).
4. Subtask 004: Compiling Deliverables

- a. Compile content developed in subsequent subtasks and generate the following deliverables:
 - i. Chapters 1 through 5 – Preliminary Client Review Draft: One PDF copy (including appendices) and two hard copies (excluding appendices).
 - ii. Chapter 6 – Preliminary Client Review Draft: One PDF copy (including appendices) and two hard copies (excluding appendices); will include revised Chapters 1 through 5, as applicable, based on CLIENT comments.
 - iii. Agency Review Draft: One PDF copy and two hard copies (excluding appendices).
 - iv. Final FPS: One PDF copy and two hard copies (including appendices).
- b. The following items will be included as appendices, as appropriate:
 - i. Latest discharge permit, fact sheet, inspection report, and regulatory correspondence.
 - ii. Current user charge ordinance (provided by CLIENT).
 - iii. Current operations and maintenance budgets (provided by CLIENT).
 - iv. Maps, charts, figures, tables.
 - v. Council meeting agendas, notes, and summaries of comments received.
 - vi. Engineering data/supporting calculations and supplementary exhibits.
 - vii. Equipment proposals.
5. Subtask 100: Executive Summary
 - a. Summarize the key findings and decisions of the Facility Plan into a concise Executive Summary. To be completed with Agency Review Draft and updated with Final FPS.
6. Subtask 101: Introduction (Chapter 1)
 - a. Discuss the scope of the FPS effort, facility background and history, and organization of the study.
7. Subtask 102: Existing Environment (Chapter 2)
 - a. Define the project study boundary (the treatment facility and existing service area).
 - b. Provide vicinity and site maps for the existing WRF.
 - c. Briefly describe the existing environmental conditions, as they relate to a municipal wastewater treatment facility to include: topography, geology, soils, hydrology, fauna/flora, development, cultural resources, utilities, floodplains/wetlands, rivers, health and water quality, farmlands, aquifer, land use, climate, air and noise quality, energy, and socioeconomics.
8. Subtask 103: Flows and Loads (Chapter 3)
 - a. Compile influent flow / load data for the previous five calendar years. It is assumed that CLIENT will provide monthly data sheets in Excel format that include influent and effluent flow data.
 - b. Summarize existing influent flow conditions based on WRF records. Review potential outlying / abnormal data with City to establish probable existing conditions. If data are missing, utilize typical literature values.

- i. Estimate the magnitude of inflow/infiltration (I/I) based on WRF influent flow meter data. Baseline flows will be estimated based on preceding / following dry periods.
 - (a) A detailed I/I evaluation (i.e., sources, locations, rainfall versus increased flows, shallow groundwater influence, field investigations, monitoring, mitigation, etc.) will not be completed. For the purposes of this facility plan, it is assumed that the cost to remove I/I will exceed the cost for treatment. If a detailed I/I study is requested by CLIENT, the work will be completed as an Additional Service.
 - (b) The facility plan will assume I/I is unchanged in the future, i.e. the system will generally be maintained in its current condition and therefore not result in more or less I/I.
 - c. Summarize existing influent loading conditions for the following: five-day biochemical oxygen demand (BOD5), total suspended solids (TSS), influent ammonia (or total Kjeldahl nitrogen, TKN), influent total phosphorus, as available.
 - d. Industrial dischargers
 - i. CLIENT will provide current discharge limits for industrial users. For planning purposes, it is assumed that industrial dischargers will discharge to their maximum permitted value.
 - ii. CLIENT will establish additional industrial treatment discharge values (growth allowance) to be incorporated into future loading conditions.
 - e. Provide a flow and load projection for the planning period.
 - i. The study will assume a 20-year planning period for treatment improvements.
 - ii. Review US Census data and other CLIENT planning documents (as available and applicable) for potential growth scenarios.
 - iii. J-U-B will provide up to three growth scenarios (at x% growth per year) for consideration and selection by CLIENT.
 - iv. Provide overall flow and load (BOD5, TSS, TKN, and total phosphorus) projections at the selected growth rate for the 20-year planning period.
- 9. Subtask 104: Permit Conditions and Discharge Standards (Chapter 4)
 - a. Identify known and projected permit conditions:
 - i. CLIENT's draft National Pollutant Discharge Elimination System (NPDES) permit will be reviewed with respect to the limits and measurement frequency established for common effluent parameters such as BOD, TSS, TKN/TN/NH₃-N, TP, Chlorine Residual, pH, and Dissolved Oxygen, as applicable. This information will be used to establish future treatment targets for consideration in developing process improvements.
 - ii. This review will briefly evaluate, but not focus on other secondary parameters such as benzene, toluene, ethylbenzene, and xylene (BTEX) compounds, trihalomethanes (THMs) synthetic or volatile organic compounds, metals, parameters related to the monitoring wells which are contained in the draft permit, etc.
 - b. Potential long-range permit conditions:
 - i. Summarize Total Maximum Daily Load (TMDL) studies in the receiving stream and downstream water bodies for potential long-range water quality drivers that could affect CLIENT's discharge.
 - ii. Contact NDEP (with CLIENT authorization) to discuss potential long-range water quality drivers and status of TMDL updates.
 - iii. Summarize potential long-range water quality drivers in the FPS. Since the pollutants of concern, the corresponding limits, and timing are all unknown, the summary will provide a

qualitative summary only. The long-range water quality drivers will not be used in subsequent development of the treatment alternatives in Subtask 106.

10. Subtask 105: Existing WRF Evaluation (Chapter 5)

- a. Compile process operational data for the previous five calendar years to establish the prevailing operational conditions at the plant and also identify any extraordinary or unusual operational conditions that have occurred, e.g. peak/wet weather flows. It is assumed that CLIENT will provide monthly data sheets in Excel format.
- b. Conduct one site visit / workshop with CLIENT and WRF operations staff to review current operations, observed deficiencies, planned maintenance and upgrades, and potential bottlenecks for all major unit processes. The site visit will be conducted as part of the Kick-Off Meeting.
- c. Establish a planning-level mass balance for the facility based on current loading and operating parameters. Review estimate against process logs provided by CLIENT.
- d. For each unit process, provide a brief description, summarize available design criteria, and list design and/or operational deficiencies as identified by operations staff and observed during the site visit.
- e. Identify existing capacities and design criteria for main WRF unit processes. Compare the actual performance and operational criteria for each unit process against design criteria and/or established guidelines, including NDEP requirements for WRF's. Detailed process modeling will not be performed; however, capacities from past studies, previously reported facility design criteria, calculations for individual processes, observed performance, operator input, and general literature or manufacturer values will be used.
- f. Summarize historical performance of the facility and ability to comply with existing permit limits over the past five years.
- g. Summarize current loading versus estimated capacity (on a percentage basis) on a process-by-process basis based on the evaluation noted in the preceding items. A detailed capacity evaluation to determine the maximum number of equivalent residential units (ERUs) that can be served at the facility will not be completed. If required, the work can be completed under the Management Reserve task.
- h. For the purposes of evaluating solids/sludge management, it is assumed that all solids will be handled in the forthcoming dewatering facility being designed by J-U-B (separate project). It is expected that design criteria for the dewatering facility will be established and available for this study. This also assumes that use of the existing stabilization ponds for this purpose is not part of the City's long-term plan and the ponds will therefore not be included in this evaluation.

11. Subtask 106: Development of Improvements (Chapter 6)

- a. Summarize 20-year planning period conditions based on content developed in preceding subtasks.
- b. No-Action Alternative – Evaluate the impact to the facility if no improvements are made within the 20-year planning window. Summarize projected loading versus estimated capacity (on a percentage basis) on a process-by-process basis. Processes projected to be above 100% capacity will require capacity upgrades to maintain a reliable level of service, and processes projected to be at or above 85% capacity should be considered for improvements / capacity upgrades during the planning period.
- c. Identify improvements needed to address existing deficiencies and accommodate projected growth:

- (a) List the issues that need to be addressed at the WWTP to address existing deficiencies (identified in Subtask 105), including the potential for optimizing treatment processes.
 - (b) Identify expansion needs for the 20-year projected flows and loads.
 - (c) Items not included in this scope of services include the following:
 - 1. Alternative process or equipment configurations
 - 2. Detailed troubleshooting, capacity analysis, or stress testing of the existing equipment.
 - 3. Energy audit
 - d. Identify improvements needed to address known future permit conditions. These are assumed to include the following based on preliminary information available at the time of developing this scope of services:
 - i. Total Phosphorus, TP
 - ii. Total Nitrogen, TN
 - iii. Ammonia Nitrogen, NH₃-N
 - iv. Disinfection/Chlorine Residual
 - v. Develop a process schematic and planning-level exhibits of proposed improvements.
 - e. Develop a planning-level cost opinion (AAECI Class 4, -30% to +50%) for recommended improvements.
 - f. Review recommended improvements during corresponding Workshops as noted above.
 - g. Prepare and submit a draft of Chapter 6 for CLIENT review.
12. Subtask 107: Capital Improvement Plan and Implementation (Chapter 7)
- a. Identify key milestones for implementing the preferred alternative.
 - b. Develop a phasing plan for the preferred alternative based on implementing improvements in 0-5 years, 5-10 years, and 10+ years.
 - c. Estimate user rates and budget.
 - d. Discuss significant changes to operation and maintenance and operator certification requirements resulting from the preferred alternative.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** – The CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
- 1. Provide on-going review of J-U-B's work and timely considerations of policy issues within a time acceptable to the CLIENT and J-U-B.
 - 2. Provide record drawings, reports, design memoranda, etc. of the existing facility.
 - 3. Catalog existing equipment at the WRF, including model numbers, serial numbers, manufacturers O&M manuals, etc.
 - 4. Provide electronic records of operating data for the past five years.
 - 5. Provide current operating budget for the WRF, as well as improvements planned by the WRF operations staff in the next 5 to 10 years.
 - 6. Complete any laboratory analyses deemed necessary and prudent during the course of the work, as mutually agreed to by CLIENT and J-U-B. Tests that cannot be performed by the WRF operators will be performed by an independent laboratory and paid for by the CLIENT. The CLIENT will also perform the sampling.
 - 7. Assist with physical investigations of WRF components as necessary.

B. **Additional Services** – The CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Topographical survey, boundary survey, property line mapping, negotiations and preparation of legal descriptions for easements, identifying new land parcels for acquisition or treatment.
2. Additional workshops and/or presentations in excess of those specifically noted.
3. Industrial monitoring, analytical work, source tracing, review of internal facility procedures (e.g. washdown, pretreatment, etc.), and related discharge conditions.
4. Detailed site planning including specific process locations, access, accommodation of surrounding land uses, exhibits, etc.
5. Alternative process configurations (e.g. fermentation, alternate biological treatment systems, sidestream nutrient treatment, digestion alternatives, etc.) unless specifically noted otherwise above.
6. Developing more alternatives than noted in the base scope of services.
7. Detailed troubleshooting or stress testing of the existing processes, including pollutant or nutrient profiling throughout the facility.
8. Detailed I/I evaluation (i.e., sources, locations, rainfall versus increased flows, shallow groundwater influence, field investigations, monitoring, mitigation, etc.).
9. Environmental documents to meet funding agency requirements for funding.
10. Odor control and management studies; detailed, design-level hydraulic modeling; detailed, design-level computer modeling of biological processes; energy efficiency evaluations.
11. Outfall and mixing zone analysis.
12. Biosolids permitting applications or Sludge Management Plans.
13. Public involvement.
14. Grant/loan applications for funding improvements, including revisions to the facility plan to comply with funding agency requirements.
15. Payment of any fees required by regulatory agencies.
16. Wetland delineations; geotechnical studies; hazardous material evaluations.
17. Energy audit.
18. Rate study.
19. Modified effluent permit requirements arising from issuance of a new NPDES permit.
20. Local Limits Evaluation (LLE)

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. The CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

B. **Period of Service:** If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	WRF Facility Plan	Lump Sum	\$190,200	<p>Within 150 calendar days from Kick-Off Meeting and receipt of all required data: draft of Chapters 1 through 5 and conduct Workshop #1.</p> <p>Within 120 calendar days of completing Workshop #1 and receipt of written comments from CLIENT: draft of Chapter 6 and conduct Workshop #2</p> <p>Within 90 calendar days following completion of Workshop #2 and receipt of written comments from CLIENT: Agency Review Draft and conduct Workshop #3.</p> <p>Council Workshop: schedule to be determined with CLIENT at Workshop #3.</p> <p>Final: Within 45 calendar days following the Council Workshop and receipt of comments from CLIENT</p>
TOTAL:			\$190,200	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

4. Wastewater Treatment (S04-T)
5. Planning (P05)