



LAYLA M. WALZ, Mayor
ROBERT WOOLSEY, Vice-Mayor
LAURA MOORE DELRIO, Councilwoman
JONATHAN GOOLSBY, Councilman
CHRIS MICHELI, Councilman

JASON PENGELLY, City Manager
SAMANTHA NANCE, City Clerk
PATTI ZANDER, Deputy Clerk

PUBLIC MEETING NOTICE
Of the
CITY OF WELLS BOARD OF COUNCILMEN

The Board of Council of the City of Wells, County of Elko, State of Nevada, will meet in regular session on Tuesday, November 22, 2022, in the Council Chambers of Wells City Hall, 525 Sixth Street, Wells, Nevada
Beginning at 7:00 P.M.

Attached with this Notice is the agenda for said meeting of the Board. This Notice and Agenda is posted pursuant to N.R.S. 241.020 as amended by the 2013 Legislature. This Notice and Agenda has been posted on or before 9:00 A.M. on the third working day before the meeting at the following locations:

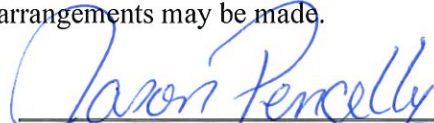
WELLS CITY HALL, 525 Sixth Street, Wells, Nevada
WELLS FIRE STATION, 516 Seventh Street, Wells, Nevada
WELLS POST OFFICE, 201 Castle Street, Wells, Nevada
WELLS RURAL ELECTRIC COMPANY, 1451 Humboldt Avenue, Wells, Nevada
SILVER SAGE SENIOR CITIZEN CENTER, 213 First Street, Wells, Nevada
ROY'S MARKET, 647 Humboldt Avenue, Wells, Nevada

Supporting materials for this meeting may be reviewed at the office of the City Clerk, Wells City Hall, 525 Sixth Street, Wells, Nevada.

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or call (866) 632-9992 to request the form. You may also write a letter containing all the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, and 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

NOTICE TO PERSONS WITH DISABILITIES

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the City Manager, City of Wells, in writing at P.O. Box 366, 525 Sixth Street, Wells, Nevada 89835-0366, or by calling 775-752-3355 at least two (2) days in advance so that arrangements may be made.


Jason Pengelly, City Manager

TEL 775.752.3355

FAX 775.752.3419

finance@cityofwellsnv.com

MAILING P.O. BOX 366 • WELLS, NEVADA 89835 PHYSICAL 525 6TH STREET • WELLS, NEVADA 89835

The City of Wells is an equal opportunity employer

**AGENDA
REGULAR MEETING
CITY OF WELLS BOARD OF COUNCIL
TUESDAY, NOVEMBER 22, 2022 7:00 P.M.
COUNCIL CHAMBERS, WELLS CITY HALL
525 SIXTH STREET WELLS, NEVADA**

*Breaks and Recess Actions shall be called for at the pleasure of the Board
rather than by agenda schedule.*

Pursuant to N.R.S. 241.020, 6, notice is hereby given that items on the agenda may be taken out of order, that the Board may combine two or more agenda items for consideration, and that the Board may remove an item from the agenda or delay discussion relating to an item on the agenda any time and if the agenda is not completed, to recess the meeting and continue on another specified date and time.

Pursuant to N.R.S. 241.020, 7, any restriction on comments by the general public must be reasonable and may be restricted to the time, place and manner of the comments, but may not restrict comments based on viewpoint.
Citizens will be allowed to make public comment during each agenda item as well as at the formal Citizens to Address the Board of Councilmen agenda item at the beginning of the meeting.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of minutes of previous meeting(s) **FOR POSSIBLE ACTION**

DELEGATION:

5. Citizens to address the Council

Pursuant to N.R.S. 241.020,2 (c) (3), this time is devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item

OLD BUSINESS

6. Discussion and possible action to accept or deny application for special use to allow nonconforming accessory buildings and to construct garage or other accessory buildings APN #002-670-014 APN #002-670-015, Aaron and Kristina Bushur. **FOR POSSIBLE ACTION**

NEW BUSINESS:

7. Discussion and possible action to approve Resolution 22-10, a **RESOLUTION APPOINTING JASON PENGELLY AS CITY MANAGER AND OTHER MATTERS PROPERLY RELATING THERETO**. City Clerk, Samantha Nance to swear in Jason Pengelly as City Manager and issue oath.
8. Discussion and possible action to approve Resolution 22-11, a **RESOLUTION DESIGNATING CERTAIN ELECTED OFFICIALS AND CERTAIN APPOINTED OFFICIALS AS SIGNATORIES ON VARIOUS BANK ACCOUNTS OF THE CITY OF WELLS, AUTHORIZING THE USE OF ELECTRONIC SIGNATURES AND OTHER MATTERS RELATING THERETO**

9. Action to canvass returns and declare the results of the Wells City 2022 General Election.
FOR POSSIBLE ACTION
10. First reading of ORDINANCE NO. 239 – **AN ORDINANCE AMENDING TITLE 8 TRAFFIC REGULATIONS OF THE WELLS CITY CODE ENTITLED “2022 TRAFFIC CODE AMENDMENT,” REPEALING THE FORMER TITLE 8, ADOPTING THE LAWS OF THE STATE OF NEVADA CONCERNING TRAFFIC LAWS GENERALLY, PROVIDING FOR THE GREAT MAJORITY OF VIOLATIONS TO BE PUNISHABLE BY CIVIL INFRACTIONS AS REQUIRED BY RECENT CHANGES TO STATE LAW, RE-ADOPTING CERTAIN TRAFFIC LAWS OF LOCAL CONCERN, IF ANY, AMENDING THE GENERAL PENALTY CODE IN TITLE 1 CHAPTER 4 CONCERNING APPROPRIATE PENALTIES AND PROVIDING OTHER MATTERS APPROPRIATELY RELATED THERETO.**
FOR DISCUSSION ONLY
11. Discussion and possible action to approve the Loves Hospitality, LLC (DBA Hampton Inn and Suites) liquor license. **FOR POSSIBLE ACTION**
12. Discussion and possible action to approve civil engineering services with Carter Engineering, LLC for engineering and design for sidewalk improvements on Shoshone Avenues in the amount of \$15,080.00 to move forward with CDBG grant application. **FOR POSSIBLE ACTION**
13. Discussion and possible action to approve purchase of new snowplow from Clearwater Power Equipment in the amount of \$12,655.08. **FOR POSSIBLE ACTION**
14. Discussion and possible action to approve and authorize City Manager, Jason Pengelly to sign the Wastewater Treatment Plant Headworks and Screening Rehabilitation contract in the amount of \$86,700 and authorize Shaw Engineering to proceed. **FOR POSSIBLE ACTION**
15. Discussion and possible action to approve and authorize City Manager, Jason Pengelly to sign the Booster Pump Station contract for \$65,340 and authorize Shaw Engineering to proceed. **FOR POSSIBLE ACTION**
16. Discussion and possible action to advertise for Request For Qualifications and experience For Woodhill’s Trail Planning & Design services for the Woodhill’s Trail CDBG grant.
FOR POSSIBLE ACTION
17. Discussion and possible action to advertise for Request For Qualifications and experience for engineering oversight of soil evacuation for Fearless Farris cleanup. **FOR POSSIBLE ACTION**

18. Claims Committee Report and possible action to approve financial statement.
FOR POSSIBLE ACTION

19. Councilmen's Report

This time is devoted to comments by Board members for general information or update Purposes and may include reports of involvement in liaison actives/meetings with matter raised under this item of the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.

20. Staff reports

This time is devoted to comments by city Staff for general information or updates purpose. No action maybe taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on a successive agenda and identified to be action item

21. Citizens to address the Council

Pursuant to N.R.S. 241.020,2 (c) (3), this time is devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a mat raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.

22. Adjournment

Agenda Item

#6

Date of Meeting

11-22-22

10-7-5.1: R-3 AGRICULTURAL/RESIDENTIAL DISTRICT:

A. Intent: The purpose of the agricultural/residential zoning district is to provide and preserve low density, single-family residential living areas that are semirural or agricultural in character and transitional in relationship to more urbanized residential areas of higher density; to allow for the sheltering of large domestic or farm animals on a lot or parcel in conjunction with an established residential use; and to preclude the encroachment of land use activities that may be incompatible with the character of the semirural residential environment.

B. Principal Uses Permitted:

One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land and provided all area and setback requirements are met.

Publicly owned and operated parks and recreation areas and centers.

Sheltering of farm animals:

1. This area shall be exclusive of the area dedicated for residential use.
2. The keeping of domestic horses, cattle, donkeys, llamas and alpacas under the ownership of the resident occupant of the lot or parcel shall be considered as a permitted principal use; provided that any combination of such animals on any one lot shall be limited to one animal for the first forty three thousand six hundred fifty (43,650) square feet (1 acre) of lot area. One additional large animal may be maintained for each additional fifteen thousand (15,000) square feet of lot area contained in the same lot.
3. The keeping of domestic sheep, potbelly pigs, miniature horses and goats under the ownership of the resident occupant of the lot or parcel shall be considered as a permitted principal use; provided that any combination of such animals on any one lot shall be limited to six (6) animals for the first twenty one thousand (21,000) square feet of lot area. One additional small animal be maintained for each additional ten thousand (10,000) square feet of lot area contained in the same lot.
4. The keeping of such farm animals shall conform to all other provisions of law governing same, and no animal, nor any pen, stable, barn, or corral shall be kept or maintained within fifty feet (50') of any principal dwelling (other than that occupied by the owner of such domestic animal), any public building, park, school, hospital, or any other public plan. There shall be no killing or dressing of any such animal for commercial purposes.
5. Poultry like chickens, turkeys, pheasants, peacocks, pigeons, ducks, geese, or other domestic fowl and rabbits raised for food, education, scientific or furbearing purposes; provided not more than twelve (12) per one-half (1/2) acre of any one or combination of such animals and fowl may be maintained on one lot.
6. The keeping of such domestic animals or fowl shall conform to all other provisions of law governing same, and no fowl or animals, nor any pen or coop, shall be kept or maintained within fifty feet (50') of any window or door of any residence, dwelling or any other building used for human habitation (other than that occupied by the owner of such animals or fowl).

7. Pigs may be allowed with a special use permit only.

C. Special Use Permits: Any of the following uses may be permitted as principal uses upon approval of a special use permit in accordance with the provisions of this chapter and those set forth in section 10-3-2 of this title regarding special use permits. In reviewing special use permit applications, the planning commission shall ensure that adequate light and air, ingress and egress, and compatibility with other uses in the neighborhood are maintained.

Churches, church facility complexes and places of religious worship.

Public buildings provided cultural, educational, administrative and fire and police service to residents of the district.

D. Accessory Uses Permitted: Accessory buildings, structures, and uses customarily incidental to a permitted use such as the following may be permitted, except as otherwise provided in this chapter:

Childcare family home.

Garden house, tool house, ramada; outdoor swimming pool and similar home recreational facilities provided that such facilities are used solely by occupants of the premises and their guests.

Guesthouse or servants' quarters.

Home occupations in accordance with other provisions of this chapter.

Private garage or carport.

Storage parking for recreational vehicles owned by the occupant provided that it is located in a garage, carport, rear or interior side yard, and is not provided water and sewer connections.

Storage parking of boat, utility trailer, horse trailer and similar equipment owned by the occupant provided that such equipment is located in garage, carport or rear or interior side yard.

E. Property Development Standards:

1. Development standards shall adhere to factory built and manufactured homes as set forth in section 10-7-19 of this chapter. Noncomplying situations may be allowed, only with a special use permit.

2. Subdivisions within an agricultural/residential district which are essentially independent and self-contained, and which are characterized by lots which are no less than one-half ($1/2$) acre in size, may utilize rural road standards upon recommendation by the planning commission and approval of the Wells board of councilmen. (Ord. 198, 10-22-2002)

Upon introduction and motion by Councilman _____, a second by Councilman _____, the following Resolution was duly passed and adopted:

**CITY OF WELLS
RESOLUTION NO. 22 – 10**

**RESOLUTION APPOINTING A CITY MANAGER AND OTHER MATTERS
PROPERLY RELATING THERETO.**

WHEREAS the Wells City Charter provides that the Board of Council of the City of Wells may appoint certain appointive officers including the office of City Manager; and

WHEREAS, with resignation of the current City Manager, the Board of Council desires to appoint officers to fill a certain vacant appointive office; and

WHEREAS, the Board of Council has desires to re-affirm such appointments and to reappoint certain appointive officers'

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF COUNCILMEN OF THE CITY OF WELLS, at a regular meeting, that the following appointments are made, and confirmed and made of record:

SECTION 1. That under the provisions of Section 1.080, 1, Wells City Charter, the following appointments are made:

City Manager

JASON PENGELLY

SECTION 2. That the aforesaid appointive officers will continue to serve at the pleasure of the Board of Councilmen.

SECTION 4. That the aforesaid appointive officers may resign at any time.

THAT all orders, resolutions, or parts thereof in conflict with this Resolution are hereby repealed.

THIS Resolution shall become effective and shall be in force on November 22, 2022.

PASSED, APPROVED AND SIGNED this 22nd day of November 2022.

CITY OF WELLS

By: _____
LAYLA WALZ, Mayor

ATTEST:

SAMANTHA R. NANCE, City Clerk

VOTE: AYES: _____

NAYES: _____

ABSENT: _____

Upon introduction and motion by Councilwomen _____ a second by Councilman _____ the following resolution was duly passed and adopted:

**CITY OF WELLS
RESOLUTION NO. 22-11**

RESOLUTION DESIGNATING CERTAIN ELECTED OFFICIALS AND CERTAIN APPOINTED OFFICIALS AS SIGNATORIES ON VARIOUS BANK ACCOUNTS OF THE CITY OF WELLS, AUTHORIZING THE USE OF ELECTRONIC SIGNATURES, AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Wells Board of Councilmen has established various bank accounts under separate name and styles, and

WHEREAS, every commercial bank check of each of said bank accounts requires the signatures of two officials to be valid; and

WHEREAS, for ease in day-to-day operations, electronic signatures of two officials will be allowed,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF COUNCILMEN OF THE CITY OF WELLS, at a regular meeting;

THAT every commercial bank check shall require the signature of one of the following designated elected officials;

LAYLA M. WALZ, Mayor, or
ROBERT WOOLSEY, Vice Mayor or
LAURA L. MOORE DELRIO, Councilwoman; and

THAT every commercial bank check shall require the signature of one of the following designated appointed officials;

JASON PENGELLY, City Manager, or
SAMANTHA NANCE, City Clerk, or
PATTI J. ZANDER, Deputy Clerk.

THAT Nevada State Bank, as a designated depository of the City of Wells, is hereby requested, authorized and directed to honor all checks, drafts, or other orders for payment of money drawn in said City's name when bearing the electronic signatures of the following:

LAYLA M. WALZ, Mayor, and
JASON PENGELLY, City Manager.

THIS Resolution shall become effective and shall be in force November 22, 2022.

PASSED, APPROVED AND SIGNED this 22nd day of November, 2022.

CITY OF WELLS

By: _____
LAYLA M. WALZ, Mayor

ATTEST:

SAMANTHA NANCE, City Clerk

VOTE: AYES: _____

NAYES: _____

ABSENT: _____

WELLS CITY MAYOR (Vote for 1)

Precinct	POLLOCK, GARY RICHARD (NP)	ROBINSON, JAYRON D. (NP)	RODRIGUEZ, STEVE (NP)	SPEIR, MIKE (NP)	THORNAL, SHAUNIA (NP)	Total Votes
COUNTY						
ELKO COUNTY						
Precinct 18						
Election Day	70	7	11	24	7	119
Early Vote	11	1	2	1	0	15
Mail In	63	4	20	13	11	111
Total	144	12	33	38	18	245
Precinct 19						
Election Day	49	11	8	18	8	94
Early Vote	0	0	2	0	1	3
Mail In	47	3	18	12	13	93
Total	96	14	28	30	22	190
Electionwide - Total	240	26	61	68	40	435
Countywide - Total	240	26	61	68	40	435

WELLS CITY COUNCIL (Vote for 1)

Precinct	BEARDALL, MIKEL (NP)	SAVEDRA, C.R. "BETH" (NP)	SWETT, NOAH J. (NP)	Total Votes
COUNTY				
ELKO COUNTY				
Precinct 18				
Election Day	55	45	17	117
Early Vote	4	10	1	15
Mail In	20	66	25	111
Total	79	121	43	243
Precinct 19				
Election Day	33	33	22	88
Early Vote	1	1	1	3
Mail In	21	44	23	88
Total	55	78	46	179
Electionwide - Total	134	199	89	422
Countywide - Total	134	199	89	422

Agenda Item #11
Date of Meeting 11-22-22



ELKO COUNTY SHERIFF'S OFFICE

SHERIFF

SHERIFF AITOR NARVAIZA

TEL 775.738.3421 • FAX 775.753.9845
775 W. Silver St. • Elko, NV 89801

November 9, 2022

City of Wells
Attn: Jason Pengelly
525 Sixth Street
P.O. Box 366
Wells, NV 89834

RE: Liquor License Status: Reviewed Recommendation: Approval

Dear Jason,

As per the City of Wells Ordinance, Chapter 3 Liquor Regulations, 3-3-5: Investigation of Applicant; the following information pertains to your request for a review of the submitted Liquor License application for:

NAME: Love's Hospitality, LLC (DBA Hampton Inn and Suites

ADDRESS: 10601 N. Pennsylvania Ave. Oklahoma City, OK 73120

The Elko County Sheriff's Office has reviewed the submitted application by the above named party and has concluded there is no reason to disqualify the listed applicant for the required City of Wells liquor license at this time.

Should you have any questions, please contact me at your convenience.

Sincerely,

Aitor Narvaiza
Sheriff
Elko County Sheriff's Office

Agenda Item # 12
Date of Meeting 11-22-22

Carter Engineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531



November 15, 2022

Jason Pengelly
Wells City Manager
525 Sixth Street
Wells, Nevada 89838

Subject: Civil Engineering services required curb, gutter and sidewalk improvements on Shoshone Avenue (Castle Street to 6th Street) on both sides of the street in Wells, Nevada

Dear Jason,

Attached our scope of work and proposal for civil engineering services for the subject project.

The estimated cost for this work as described in the attached scope of work for is **\$15,080.00**. The charges will be billed on a time and materials basis. This amount will not be exceeded unless the scope of work increases and then only with written authorization. This is based on a rate of \$120.00/hour.

We appreciate the opportunity to provide this proposal to you. Please feel free to contact me should you have any questions.

Sincerely,
Carter Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Lana L. Carter', is written over the typed name.

Lana L. Carter, P.E.
Professional Engineer - Owner

Robert E. Morley, P.L.S, High Desert Engineering, LLC

SCOPE OF WORK **Design Phase**

Topographic Survey

1. A topographic survey of the project areas will be performed by High Desert Engineering. **(\$5,000.00)**

2. Prepare a base map showing existing conditions to include contours, existing surface utilities and surface features from the survey data. **(\$960.00)**

Preliminary Site Plans

3. The conceptual layout shall be generated utilizing the topographic survey, research of the existing utilities and consultation with you prior to proceeding with the construction drawings. **(\$960.00)**

Construction Drawings

3. I will prepare construction plans and submit the plans to the City of Wells. The drawings shall be revised if needed to address concerns of the City of Wells. The construction drawings shall consist of the following components:
(\$7,200.00)
 1. Title sheet
 2. Site and Grading Plan (1-6 sheets)
 3. Details of curb ramps (8 sheets)
 4. Improvement Details

Quantity and cost estimate

5. I will provide and engineers estimate for the site improvements. **(\$960.00)**

Coordination

6. Attend meetings and coordinate with other consultants and agencies. **(\$0.00)**

Preparation of Specifications

7. The current edition of the “Standard Specifications Public Works Construction” and specified on the plans. **(\$0.00)**

Total of TASK 1 = \$15,080.00

Not included as part of this scope of work or proposal

1. Geotechnical investigation and construction testing is not included.
2. Construction surveying is not included.
3. Bidding assistance is not included.

Q U O T A T I O N

Clearwater Power Equipment, Llc
 400 S. Main Street
 Bellevue, ID 83313
 Phone #: (208)788-7894

PHONE #: (775)752-3355
 CELL #: (775)340-5368
 ALT. #:
 P.O.#:
 TERMS: Net 10th EOM
 SALES TYPE: Quote

DATE: 11/8/2022
 ORDER #: 19635
 CUSTOMER #: 103157
 CP: TrevorD
 LOCATION: 2
 STATUS: Active

BILL TO 103157
 CITY OF WELLS
 PO Box 366
 WELLS, NV 89835

SHIP TO
 CITY OF WELLS
 525 SIXTH STREET
 WELLS, NV 89835

MFR PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
BOSSMSC10182B	BLADE CRATE (SNOWPLOW),8-2,STL V-XT,09+	1	\$2,537.60	\$2,537.60	\$2,537.60
BOSSMSC15005C	PLOW BOX,RT3-V SH2 W/Smartlock	1	\$6,375.20	\$6,375.20	\$6,375.20
BOSSLTA10200	UC/RT3,FORD F250/350/450/550,17+	1	\$774.80	\$774.80	\$774.80
BOSSMSC03809	CONTROL-JOYSTICK,V-BLADE,12V	1	\$312.00	\$312.00	\$312.00
BOSSMSC25002	KIT-WIRING,RT3 SH2,12V,FORD F250-550,20+	1	\$445.72	\$445.72	\$445.72
BOSSMSC22146	ADAPTER-LIGHT,FORD F25-550 LED 20+,13PIN	1	\$180.44	\$180.44	\$180.44
BOSSMSC01570	SHOE,PLOW,CAST IRON W/HARDWARE	1	\$72.76	\$72.76	\$72.76
BOSSHYD01704	Boss HYD01704 Quart hydraulic fluid	2	\$18.28	\$18.28	\$36.56
**** SHIPPING	Freight Charges	1	\$600.00	\$600.00	\$600.00
**** LABOR	LABOR	12	\$110.00	\$110.00	\$1,320.00
	2021 FORD F250 8'2" VPLOW				

Prices reflected on this quote are valid for same day as quoted.
 While current supplies last.
 However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.
 Freight charges apply
 Plows and equipment require 100% full payment before ordering NO Exceptions
 Plows and equipment are NOT allowed on charge account
 Thank you for the opportunity

SUBTOTAL:	\$12,655.08
TAX:	\$0.00
ORDER TOTAL:	\$12,655.08

Authorized By: _____



Agenda Item # 14
Date of Meeting 11-22-22

August 22, 2022

Jason Pengelly
City of Wells
525 Sixth Street
Wells, NV 89835

Re: **Proposal for Engineering Services**
Wastewater Treatment Plant Headworks and Screening Rehabilitation

Dear Mr. Pengelly:

At your request Shaw Engineering (Shaw) is pleased to submit an engineering services proposal for preliminary analysis and design of a new screening structure at the City's Wastewater Treatment Plant. We understand the City would like to eliminate the rags and other large debris from entering the sewage lagoons. The engineering services will review screen options, select equipment, design the equipment and permit the improvements. The scope of work is more specifically described below:

Scope of Work

Task 1.0 Screen Feasibility and Equipment Selection

There are multiple screen options for raw wastewater applications. For the City of Wells an educated decision needs to be made as to what type of screen will fit best for the budget and infrastructure, while also considering long term maintenance. Through initial review of the facility it appears a bar screen or auger screen, installed below ground into the existing gravity sewer flow path, will be preferable. As part of this task, Shaw will coordinate with the City regarding electrical and space availability and also review screen options/manufacturers with at least two equipment vendors. The types of screens available will be reviewed and, after consultation with the City, Shaw will recommend a screen system to utilize. This task will also update project budgeting documents and provide any grant or loan funding support to assist with complying with any state or federal funding programs.

Task 2.0 Screen and Headworks Design

In order to implement the screen into the existing gravity sewer main entering the wastewater treatment plant, a new cast-in-place reinforced concrete structure will be required. As part of this task, Shaw will design the screen location, layout the vault and concrete flat work, design other required site improvements, design the gravity piping connections and tie-ins, provide details for removal of the existing grinder, and coordinate the design with the subconsultants. Copies of the

design will be provided to the City for comment and review at the 60% and 90% design level. This task will develop complete construction-level design plans and specifications. The final improvement plans and specifications will also be incorporated into a project manual which complies the project funding requirements as well as NRS 338, to allow the project to be publically bid. At the request of the City, Shaw will also place the project on an electronic plan room website for access by any potential bidders.

Task 2.1 Screen and Headworks – Structural Design

This task will complete the structural design for the subsurface concrete basin/flow channel for the screen equipment. Hartman Engineering will be utilized for structural engineering services. Hartman will coordinate the final basin layout with the civil plans as well as the screen manufacturer layouts and specifications. Details for concrete base sections, rebar layouts and equipment attachment will be included on the structural engineering plans. Hartman will also provide structural design calculations for review by the building department and any representatives of the funding agency.

Task 2.2 Screen and Headworks – Electrical Design

As part of this task, Shaw will utilize Jensen Engineering to complete the required electrical design for the new screen facility. It is understood 3-phase power is available at the site. Jensen will provide plans and specifications for making any required adjustments or abandonments to the existing electrical system and provide a complete design for powering the new screen equipment. Controls and logic requirements will also be included with the plans to ensure any alarms or other required reporting is integrated into the plants existing systems.

Task 3.0 Screen and Headworks Permitting

In order to receive all required regulatory approvals, Shaw will coordinate with the building department and NDEP Bureau of Water Pollution Control (BWPC) for review of the final design plans. One round of review comments is estimated and included. All review comments will be addressed and a response letter will be provided with resubmittal.

Task 4.0 Construction Administration/Construction Management

This task will include conducting a pre-construction conference including issuance of the notice to proceed, periodic coordination with the contractor via telephone and/or site meetings, review and approval of pay requests, review and response to any RFI's and construction change orders. Work under this task will also include review of shop drawings and material submittals. Periodic inspections by Shaw are anticipated to be necessary at the appropriate stages of construction with enhanced inspections during concrete pours for review of rebar placement and soil compaction. It is assumed the City will also assist with minor day-to-day Inspections and contractor coordination. All federal compliance items such as AIS and Davis Bacon Wages will be

reviewed throughout construction. Shaw will also provide complete project closeout coordination including substantial and final completion inspections, punch list generation, review of contractor lien releases, warranty and O&M documentation and compile record drawings. This task assumes only two inspections by a 3rd party special inspector will be required.

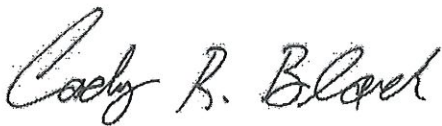
Our engineering fee to complete this work is estimated as follows:

Task 1.0 Screen Feasibility and Equipment Selection	\$5,500
Task 2.0 Screen and Headworks Design	\$21,900
Task 2.1 Screen and Headworks Structural Design	\$7,500
Task 2.2 Screen and Headworks Electrical Design	\$6,300
Task 3.0 Screen and Headworks Permitting	\$3,500
<u>Task 4.0 Construction Administration/Construction Management</u>	<u>\$42,000</u>
Estimated Total Fee:	\$86,700

Our total fee for this project is \$86,700. This fee will process the new Wastewater screen and headworks through design and permitting approval with associated bidding and construction phase support. Construction support includes milestone inspections and asbuilt plans, however fulltime inspection is not included. All costs will be invoiced monthly based on time and materials at our current fee schedule, attached. Thank you for the opportunity to submit this proposal.

If you have any questions please call.

Sincerely,
SHAW ENGINEERING



Cody Black, P.E.
Principal Engineer

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



2022 FEE SCHEDULE

PROFESSIONAL

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

TECHNICAL

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

ADMINISTRATIVE

Office Administrator	\$ 75.00/hr
Administrative Assistant II	\$ 65.00/hr
Administrative Assistant I	\$ 55.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.75/mile
Per Diem	\$150.00/day
Expenses	At Cost

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

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

THIS IS AN AGREEMENT effective as of _____ ("**Effective Date**") between City of Wells ("**OWNER**") and Shaw Engineering ("**ENGINEER**").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1--SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide services to the OWNER as described in the Shaw Engineering Proposal dated August 22, 2022 referencing the "Wastewater Treatment Plant Headworks and Screening Rehabilitation" attached hereto as Exhibit A.

ARTICLE 2--OWNER'S RESPONSIBILITIES

2.01 General

OWNER shall have the responsibilities set forth herein.

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project.

B. Arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

C. Examine all documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render timely decisions pertaining thereto.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. OWNER shall pay ENGINEER for Services set forth in this Agreement as follows:

1. For Lump Sum Basis-The amounts billed for ENGINEER's services will be based on an estimate of the percentage of project completion.
2. For Time and Materials Basis - The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges as shown in Exhibit A.
3. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (from one year of the date of the Proposal) to reflect equitable changes in the compensation payable to ENGINEER.

4.02 Other Provisions Concerning Payments

A. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt.

ARTICLE 5--OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

ARTICLE 6--GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

6.02 Termination

A. The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice.

6.03 Controlling Law

A. This Agreement is to be governed by the laws of the State of Nevada, Washoe County.

6.04 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under law.

6.05 Allocation of Risks – Indemnification

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other

dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

6.06 Insurance

ENGINEER shall maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.

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

OWNER:

City of Wells

By (Signature): _____

Printed Name: _____

Title: _____

ENGINEER:
Shaw Engineering

By (Signature): _____

Typed Name: Cody Black, P.E.

Title: President



September 30, 2022

Agenda Item #15
Date of Meeting 11-22-22

Jason Pengelly
City of Wells
525 Sixth Street
Wells, NV 89835

Re: **Proposal for Engineering Services**
Booster Pump Station

Dear Mr. Pengelly:

At your request Shaw Engineering (Shaw) is pleased to submit an engineering services proposal for preliminary analysis and design of a new Booster Pump Station at the City's Well #7 Site. We understand the City of Wells (City) plans to expand to the existing upper pressure zone which would necessitate a redundant source via the City's lower pressure zone. The engineering services will review site design, pump options and capacity, building construction, electrical configuration and upgrades as well as SCADA integration with the existing system. The scope of work is more specifically described below:

Scope of Work

Task 1.0 Structural and Building Site Design

The existing Well Site includes the well head, an electrical panel and a 12'x8' Precast Vault with a 2" Low Flow PRV and 6" High Flow PRV. Site Design will include the addition of a prefabricated sheet metal structure (size TBD) otop of the existing PRV Vault. Structural and architectural plans and details will be provided for building permit submittal. All required calculations and foundation design will also be included. Shaw will utilize Hartman Structural Engineering as a sub-consultant for the structural engineering design.

Task 2.0 Hydraulic and Improvement Design Plans

The hydraulic design will include the review of the number and type of pumps to be supplied based on information provided by the City and connection to the City's existing system. The design plans will include details and cross sections (as applicable) for the piping and pump systems. Details for pump cross sections and pipe configurations will also be included. Exterior or interior piping showing check valves, suction and discharge piping and a flow meter will be provided. The plans will include the hydraulic summary and operating parameters. Plans and specifications will be coordinated with electrical and structural engineers. All required design information for both building department and NDEP Bureau of Safe Drinking Water will be included on the plans. Preliminary and final improvement plans will be provided to the City for review. One site visit is included in this task.

Task 3.0 Electrical Design

The electrical design will include complete electrical design drawings showing the pump starters, Manual Transfer Switch, and SCADA integration requirements. It is assumed general SCADA requirements will be shown with a reference to the City's preferred controls vendor for installation and integration with the existing system. Miscellaneous building electrical systems will also be provided for lighting, heating, and convenience receptacles. It is assumed the electrical panels will remain in their current locations with additional racks added for the new pump and single phase panel as required. It is also assumed the existing 100 amp service will not be upgraded. Shaw will utilize Jensen Engineering as the subconsultant for electrical design services.

Task 4.0 Permitting

The booster pump station final design will be wet-stamped and submittal packages prepared for NDEP-BSDW. Two rounds of revisions are planned for NDEP-BSDW review. Construction estimates will also be provided for bidding and permitting as required. A building permit submittal will also be provided as requested by the City.

Task 5.0 Bidding

Shaw will compose a project manual to be used for construction contracting, bond requirements and bidding support. Additionally, Shaw will assist the City in advertisement, bid documents, the pre-bid meeting, bid opening for the project, respond to the bidder RFI's, review alternative materials proposed by bidders, attend the pre-bid meeting, provide review of all bids and provide a recommendation of award.

Task 6.0 Construction Support

Shaw will provide periodic office and field support throughout construction. Shaw will also be available to review any product submittals, process any plan revisions, and provide office-related construction support. One to three field inspections are anticipated and will be provided as necessary for the construction of the pump station. Inspections include: Mechanical piping final, substantial completion/startup, and final completion. Work under this task will be completed on an as-needed basis and will include NDEP construction completion certifications and as built.

Our engineering fee to complete this work is estimated as follows:

Task 1.0 Structural and Building Site Design	\$15,600
Task 2.0 Hydraulic Design	\$21,000
Task 3.0 Electrical Design	\$8,740
Task 4.0 Permitting	\$2,500
Task 5.0 Bidding	\$3,500
<u>Task 6.0 Construction Administration/Construction Management</u>	<u>\$14,000</u>
Estimated Total Fee:	\$65,340

September 30, 2022

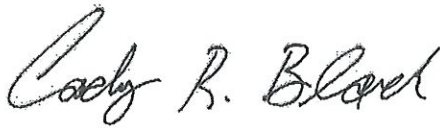
Page 3 of 3

Our fee to provide these services will be billed monthly based on time and materials at our current fee schedule attached. Our total fee for this project will not exceed \$65,340 without prior authorization. This fee will process the pump station through design and permitting approval with associated bidding and construction phase support. Construction support includes milestone inspections and as-built plans, however fulltime inspection is not included. Thank you for the opportunity to submit this proposal.

If you have any questions please call.

Sincerely,

SHAW ENGINEERING



Cody Black, P.E.
Principal Engineer

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By (Signature): _____

Printed Name: _____

Title: _____

ENGINEER:
Shaw Engineering

By (Signature): _____

Typed Name: Cody Black, P.E.

Title: President