



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, July 2, 2025 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Joe Mendoza

City Manager

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

- 1.1. Pledge of Allegiance**
- 1.2. Roll Call**
- 1.3. Public Forum**
- 1.4. (For Possible Action) Approval of Agenda**

2. CONSENT AGENDA

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

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. (Possible Action) Review and possible action to approve a revised contract with DOWL Engineering to continue providing surveying review of Planning applications.**
- 2.5. (Possible Action) Review and possible action to approve a revised contract with DOWL Engineering to provide engineering plan review of Planning applications.**
- 2.6. Possible Action to Approve a Contract with DOWL, Reno, NV, for Strategic Asset Management Program Support for professional services related to the continued implementation, training, and technical support of the City's GIS and WebGIS viewer through ArcGIS Online, in an amount not to exceed \$60,000.**
- 2.7. Possible Action to approve the updated job description for Animal Control Officer I/II.**
- 2.8. (For possible action) to approve the contract extension between the City of Fernley and Atlanta Capital for investment and related services.**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

- 5.1. Presentation, discussion and possible action on the playground equipment to be donated by the Boys & Girls Club of Truckee Meadows to the City of Fernley.**

6. STAFF REPORTS

- 6.1. A discussion and possible action to approve Additional Service Request (ASR.03) to TSK's current Community Response and Resource Center contract.**
- 6.2. Possible action to approve a revised/additional work contract with Wood Rodgers for \$183,458 for the conveyance of Federal lands to the City of Fernley.**

7. RESOLUTIONS

- 7.1. (Possible Action) Discussion and possible action to approve Resolution #25-010 to update the Planning Department Fee Schedule reflecting the amounts shown in the revised contracts with DOWL Engineering for survey and engineering plan review services.**

8. PUBLIC FORUM

9. ADJOURNMENT

Next Meeting: July 16th @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
A & K EARTH MOVERS, INC.								
304	A & K EARTH MOVERS, INC.	Pay App # 5	Shadow Ln - A&K - Water Construction	03/31/2025	130,762.75		510-166100 Construction In Progress	325
304	A & K EARTH MOVERS, INC.	Pay App # 5	Shadow Ln - A&K - Street Construction	03/31/2025	444,971.60		100-475-745 RTC Reimbursable	325
304	A & K EARTH MOVERS, INC.	Pay App #6	Shadow Ln - A&K - Water Construction	04/30/2025	40,090.00		510-166100 Construction In Progress	425
304	A & K EARTH MOVERS, INC.	Pay App #6	Shadow Ln - A&K -Street Construction	04/30/2025	700,298.94		100-475-745 RTC Reimbursable	425
Total 304:					1,316,123.29			
AFLAC								
5690	AFLAC	441552	SUPPLEMENTAL INSURANCE	06/25/2025	676.86		100-217400 AFLAC Insurance Payable	625
Total 5690:					676.86			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202505B-FMC-	Spanish - Emilio Perez 15TR00505	05/13/2025	160.00	06/20/2025	100-425-330 Prof Serv-Interpreter	525
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202506A	Spanish - Edwin Herrera-Herrera 25CR00105 3K	06/09/2025	160.00	06/20/2025	100-425-330 Prof Serv-Interpreter	625
Total 8498:					320.00			
ALLDATA LLC								
8930	ALLDATA LLC	INVC05774472	ALLDATA Automotive Repair Services	06/13/2025	361.60	06/20/2025	100-480-342 Tech Services-Other	625
Total 8930:					361.60			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980299421	PS Shop Supplies	06/10/2025	124.12	06/20/2025	510-840-420 Outside Services	625
1895	ARAMARK (VESTIS)	5980299429	SHIRT CONTRACT	06/10/2025	80.22	06/20/2025	100-480-420 Outside Services	625
1895	ARAMARK (VESTIS)	5980299430	MAT SERVICE	06/10/2025	104.14	06/20/2025	100-475-420 Outside Services	625
1895	ARAMARK (VESTIS)	5980299432	mat service	06/10/2025	33.79	06/20/2025	510-810-420 Outside Services	625
1895	ARAMARK (VESTIS)	5980301050	uniforms	06/17/2025	84.49	06/20/2025	100-480-420 Outside Services	625
1895	ARAMARK (VESTIS)	5980301051	Clothing/Floor mats	06/17/2025	83.77	06/20/2025	100-475-420 Outside Services	625
Total 1895:					510.53			
ARTISTIC FENCE								
2436	ARTISTIC FENCE	70385	East Lift gate repair	06/05/2025	990.78	06/20/2025	510-810-430 Outside Serv-Repair & Maint	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 2436:					990.78			
AT&T								
13	AT&T	28574 JUN 25	131 252-7192 857 4	06/02/2025	308.16	06/24/2025	100-417-530 Communications	625
13	AT&T	28574 JUN 25	131 252-8129 614 5	06/02/2025	230.00	06/24/2025	100-417-530 Communications	625
13	AT&T	8000903018	07048 WTP Ethernet May 25 5/1-5/31	06/01/2025	2,575.28	06/20/2025	100-417-530 Communications	625
Total 13:					3,113.44			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343-JUN25	815519343 JUNE - 2025	06/04/2025	242.47	06/20/2025	100-417-530 Communications	625
Total 448:					242.47			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	22085/5	Work Gloves	06/02/2025	40.85	06/20/2025	520-810-616 Safety Supplies	625
20	BIG R OF FERNLEY	22101/5	ADULT / KI TTN Food and Cat liter	06/04/2025	43.84	06/20/2025	100-525-600 General Supplies	625
20	BIG R OF FERNLEY	22118/5	BOOT M N RUB MUD HI BK 8	06/05/2025	79.99	06/20/2025	100-525-600 General Supplies	625
20	BIG R OF FERNLEY	22163/5	Rope, Tarp, Tape	06/11/2025	63.66	06/20/2025	100-417-600 General Supplies	625
20	BIG R OF FERNLEY	22176/5	PARTS FOR VAC-CON	06/13/2025	14.98	06/20/2025	100-480-610 Automotive Supplies	625
20	BIG R OF FERNLEY	22188/5	Straps/Irrigation Supplies	06/16/2025	44.79	06/20/2025	100-575-600 General Supplies	625
20	BIG R OF FERNLEY	22208/5	Nails/Marking paint	06/18/2025	43.97		100-575-600 General Supplies	625
20	BIG R OF FERNLEY	22209/5	METER LIDS	06/18/2025	77.79		510-810-614 Shop Supplies	625
20	BIG R OF FERNLEY	22220/5	Caulk	06/20/2025	13.98		100-576-600 General Supplies	625
20	BIG R OF FERNLEY	22239/5	Gloves/Ratchet Straps	06/24/2025	139.73		100-475-600 General Supplies	625
20	BIG R OF FERNLEY	22243/5	Gloves/Safety Glasses	06/24/2025	48.94		100-575-616 Safety Supplies	625
20	BIG R OF FERNLEY	22250/5	PVC parts	06/24/2025	11.96		520-810-614 Shop Supplies	625
Total 20:					624.48			
BLUE BEACON INC								
200	BLUE BEACON INC	4846428	VacCon washed	05/31/2025	248.80	06/20/2025	510-810-610 Automotive Supplies	525
Total 200:					248.80			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	60625-2	WINDOW ENVELOPES	06/12/2025	270.00		100-415-600 General Supplies	625
6970	BOB'S PRINTING AND SIGNAGE	61325-1	Name Plate	06/24/2025	28.44		100-416-550 Printing and Postage	625
Total 6970:					298.44			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	10260354	Trash Bags	06/20/2025	112.49		100-417-612 Building Maint Supplies	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8837:					112.49			
CDM SMITH								
8576	CDM SMITH	90234443	Surface Water Project	05/15/2025	21,965.12		510-166100 Construction In Progress	525
Total 8576:					21,965.12			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AE5226M	It Minor Equip PC Docks	06/12/2025	1,233.01	06/20/2025	100-418-605 Minor Equipment	625
27	CDW GOVERNMENT INC.	AE53A6S	IT-Minor Equip - Batteries	06/12/2025	35.99	06/20/2025	100-418-605 Minor Equipment	625
27	CDW GOVERNMENT INC.	AE55Q8X	WiFi Access Point for CRRC	06/13/2025	188.51	06/20/2025	225-575-720 Buildings	625
Total 27:					1,457.51			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	7026	PS Bi-Annual HVAC Service	01/01/2025	4,982.00	06/20/2025	510-840-424 Outside Serv-HVAC	125
Total 9033:					4,982.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701060125	69701 595 Silver Lace June 25 06/01-06/30	06/01/2025	1,336.57	06/20/2025	100-417-530 Communications	625
4479	CHARTER COMMUNICATIONS	175970201060125	7020 355 Cottonwood 6/1-6/30	06/01/2025	386.57	06/20/2025	100-417-530 Communications	625
Total 4479:					1,723.14			
CIVIC PLUS								
3028	CIVIC PLUS	338776	Municode	05/30/2025	950.41	06/20/2025	100-416-420 Outside Services	525
Total 3028:					950.41			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340701071	E3103934 SUPPLEMENTAL INSURANC	07/01/2025	55.16		100-218000 COLONIAL INSURANCE PAYABL	725
Total 3520:					55.16			
CONSTRUCTION SEALANTS AND SUPPLY								
6839	CONSTRUCTION SEALANTS AND SUPPLY	r176390	Crack Seal	06/24/2025	3,375.00		100-475-600 General Supplies	625
Total 6839:					3,375.00			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	170098	CRRC Services May 1 May 31 2025	05/31/2025	34,034.00		225-575-720 Buildings	525

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8889:					34,034.00			
DOWL, LLC								
8931	DOWL, LLC	17	Survey review for FPM25001 and FPM25002	06/06/2025	4,200.00	06/20/2025	100-228311 Engineering Reimb. (Maps)	625
Total 8931:					4,200.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	172566	REIMB FOR ANNUAL BOOTS- K. HUHTALA	06/12/2025	250.00	06/20/2025	100-480-600 General Supplies	625
8639	EMPLOYEES, CITY OF FERNLEY	62025	REIMB FOR 4TH OF JULY ANIMAL SERVICES DONATION	06/20/2025	318.81		100-525-600 General Supplies	625
Total 8639:					568.81			
FERNLEY DOWNTOWN CORRIDOR ASSOC.								
8949	FERNLEY DOWNTOWN CORRIDOR ASSOC.	104 FY24-25	Main St Fernley Contribution for FY24-25	06/18/2025	30,000.00		100-413-322 Prof Serv-Other	625
Total 8949:					30,000.00			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	61125	PLANNING COMMISSION STIPEND	06/11/2025	80.00		100-610-322 Prof Serv-Other	625
Total 9012:					80.00			
GARVIN, TESSA								
9010	GARVIN, TESSA	61125	PLANNING COMMISSION STIPEND	06/11/2025	80.00		100-610-322 Prof Serv-Other	625
Total 9010:					80.00			
GOLDSTAR PRODUCTS INC								
6125	GOLDSTAR PRODUCTS INC	82112-IN	Degreaser	06/02/2025	289.48	06/20/2025	100-475-600 General Supplies	625
6125	GOLDSTAR PRODUCTS INC	82112-IN	Degreaser	06/02/2025	289.47	06/20/2025	100-575-600 General Supplies	625
Total 6125:					578.95			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	35477	Base	06/12/2025	237.82		100-475-600 General Supplies	625
Total 202:					237.82			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2965090	Hot Mix (Art Park)	06/06/2025	1,359.80	06/20/2025	220-480-684 Main Street Beautification	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 64:					1,359.80			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	66801	new wrenches	06/18/2025	569.95	06/20/2025	100-480-600 General Supplies	625
Total 8987:					569.95			
HANSFORD ECONOMIC CONSULTING LLC								
6228	HANSFORD ECONOMIC CONSULTING LLC	795	Fernley Utility Rate Study	04/05/2025	930.00	06/20/2025	520-810-420 Outside Services	425
6228	HANSFORD ECONOMIC CONSULTING LLC	795	Fernley Utility Rate Study	04/05/2025	930.00	06/20/2025	510-810-420 Outside Services	425
Total 6228:					1,860.00			
HARRINGTON INDUSTRIAL PLASTICS LLC								
4944	HARRINGTON INDUSTRIAL PLASTICS LLC	10J3317	PS Amiad Seal Kits	06/16/2025	2,885.39		510-840-614 Shop Supplies	625
Total 4944:					2,885.39			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-052	3721P GROUP HEALTH INSURANCE	07/01/2025	94,064.19		100-217000 HEALTH INSURANCE PAYABLE	725
Total 4842:					94,064.19			
INTERCEPT INC								
9054	INTERCEPT INC	9272	Steven Williams Scram	04/07/2025	310.00	06/20/2025	100-425-341 Pretrial Services Program	425
9054	INTERCEPT INC	9380	Steven Williams Scram	05/08/2025	300.00	06/20/2025	100-425-341 Pretrial Services Program	525
Total 9054:					610.00			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1002064482	PDF Download of the 24 IRC Significant Changes Book	04/22/2025	43.00	06/20/2025	100-605-640 Books and Periodicals	425
617	INTERNATIONAL CODE COUNCIL	1002088766	Tabs for IECC Book	06/09/2025	24.00	06/20/2025	100-605-640 Books and Periodicals	625
Total 617:					67.00			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	32007301	Southwest Area Plan - TRI II Revisions	05/31/2025	23,000.00		100-610-322 Prof Serv-Other	525
Total 8715:					23,000.00			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	400807	Monthly Maintenance Elevator	06/11/2025	216.80	06/20/2025	100-417-430 Outside Serv-Repair & Maint	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8751:					216.80			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	61125	PLANNING COMMISSION STIPEND	06/11/2025	80.00		100-610-322 Prof Serv-Other	625
Total 9020:					80.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	76170	PS Shop Supplies	06/16/2025	490.20	06/20/2025	510-840-614 Shop Supplies	625
7650	LOWES CREDIT SERVICES	91294	PVC pipe and fittings	06/23/2025	47.18		520-810-614 Shop Supplies	625
7650	LOWES CREDIT SERVICES	95933	PS HS Lighting Equipment	06/12/2025	147.89	06/20/2025	510-840-614 Shop Supplies	625
7650	LOWES CREDIT SERVICES	97117	General Supplies	06/12/2025	91.07	06/20/2025	520-810-600 General Supplies	625
7650	LOWES CREDIT SERVICES	977754	Trash can	05/23/2025	28.48		100-575-600 General Supplies	525
7650	LOWES CREDIT SERVICES	983823	Angle Iron	05/12/2025	57.89		100-575-600 General Supplies	525
7650	LOWES CREDIT SERVICES	985577	10 ft ladder	05/13/2025	255.55		520-810-614 Shop Supplies	525
7650	LOWES CREDIT SERVICES	989469	Paint brush/ Spray bottle	05/27/2025	71.52		100-417-600 General Supplies	525
7650	LOWES CREDIT SERVICES	991461	Backer Rod/Angle Iron/Bedliner	05/16/2025	76.51		100-575-600 General Supplies	525
7650	LOWES CREDIT SERVICES	992211	PVC Couplings	05/16/2025	12.55		100-576-600 General Supplies	525
7650	LOWES CREDIT SERVICES	993875	Tools/Sand paper	05/29/2025	33.12		100-417-600 General Supplies	525
7650	LOWES CREDIT SERVICES	995917	Foam/Misc Supplies	05/30/2025	91.91		100-417-600 General Supplies	525
Total 7650:					1,403.87			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	1 FY 2025-2026	RENEWAL PREMIUM FY 2025-2026	07/01/2025	74,280.00		520-810-520 Insurance	725
8746	LP INSURANCE SERVICES, INC	1 FY 2025-2026	RENEWAL PREMIUM FY 2025-2026	07/01/2025	145,912.17		100-417-520 Insurance	725
8746	LP INSURANCE SERVICES, INC	1 FY 2025-2026	RENEWAL PREMIUM FY 2025-2026	07/01/2025	71,098.00		510-840-520 Insurance	725
8746	LP INSURANCE SERVICES, INC	1 FY 2025-2026	RENEWAL PREMIUM FY 2025-2026	07/01/2025	96,739.00		510-810-520 Insurance	725
Total 8746:					388,029.17			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	127108	Wastewater Treatment Plant PER	03/19/2025	2,342.00		520-166100 Construction In Progress	325
370	LUMOS & ASSOCIATES INC	127123	Pond 4A and 4B Relining	03/21/2025	1,400.50		520-166100 Construction In Progress	325
370	LUMOS & ASSOCIATES INC	127390	Wastewater Treatment Plant PER	04/11/2025	10,048.25		520-166100 Construction In Progress	425
370	LUMOS & ASSOCIATES INC	127418	Pond 4A and 4B Relining	04/17/2025	13,582.50		520-166100 Construction In Progress	425
Total 370:					27,373.25			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	61125	PLANNING COMMISSION STIPEND	06/11/2025	80.00		100-610-322 Prof Serv-Other	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9019:					80.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12506290	outside legal planning	05/31/2025	5,433.75		100-414-310 Prof Serv-Legal	525
Total 322:					5,433.75			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	JULY 2025	5952725 GROUP VISION INSURANCE	07/01/2025	985.04		100-217200 Vision Insurance Payable MetL	725
5387	METLIFE SMALL BUSINESS CENTER	JULY 2025	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	07/01/2025	4,073.14		100-217300 Life/ADD LTD/STD Anthem Payabl	725
5387	METLIFE SMALL BUSINESS CENTER	JULY 2025	5952725 GROUP DENTAL INSURANCE	07/01/2025	6,656.81		100-217100 Dental Insurance Payable MetL	725
Total 5387:					11,714.99			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 6.20.25	PLOT H.35 OPEN/CLOSE DEPOSIT RETURN	06/20/2025	350.00		100-223200 Deferred Revenue - Cem. Plots	625
1111	MISCELLANEOUS ONE TIME VENDOR	EN2024-027	RELEASE BOND; 2425 FARM DISTRICT RD	06/12/2025	500.00	06/20/2025	100-228300 Customer Deposits/Bonds - Dev	625
Total 1111:					850.00			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	37479	VacCon Parts	06/11/2025	816.15	06/20/2025	520-810-610 Automotive Supplies	625
6635	MME - MUNICIPAL MAINTENANCE EQUIP	37492	Rodding Knozzle	06/11/2025	1,931.72	06/20/2025	520-810-614 Shop Supplies	625
6635	MME - MUNICIPAL MAINTENANCE EQUIP	37987	VacCon sprayer gun	06/24/2025	597.71		520-810-610 Automotive Supplies	625
Total 6635:					3,345.58			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	29158880	PS Shop Supplies	06/04/2025	571.50	06/20/2025	510-840-614 Shop Supplies	625
115	MSC INDUSTRIAL SUPPLY CO	97447669	Electrician supplies	04/28/2025	344.48	06/20/2025	520-810-428 Outside Serv-Electrical	425
Total 115:					915.98			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	431291	FILTERS FOR FLEET	06/10/2025	51.58	06/20/2025	100-480-610 Automotive Supplies	625
58	NAPA AUTO & TRUCK PARTS	431374	SERVICE PARTS FOR FLEET	06/12/2025	284.03	06/20/2025	100-480-610 Automotive Supplies	625
58	NAPA AUTO & TRUCK PARTS	431453	V-BELT FOR DUMPTRUCK	06/13/2025	37.99	06/20/2025	100-480-610 Automotive Supplies	625
58	NAPA AUTO & TRUCK PARTS	431592	Oil Dry	06/16/2025	86.94	06/20/2025	100-475-600 General Supplies	625
58	NAPA AUTO & TRUCK PARTS	431616	PS Shop Supplies	06/17/2025	327.70	06/20/2025	510-840-614 Shop Supplies	625
58	NAPA AUTO & TRUCK PARTS	431823	incorrect part for 10yd	06/20/2025	23.90	06/20/2025	100-480-610 Automotive Supplies	625
Total 58:					764.34			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NCE								
7617	NCE	675232508	Permit Mark IV - QA Inspect - NCE	06/02/2025	8,398.75	06/20/2025	100-228309 Project Plan Review - Mark IV	625
7617	NCE	675232508	Permit QA Inspections - NCE	06/02/2025	13,523.75	06/20/2025	100-529-320 Prof Serv-Engineering	625
Total 7617:					21,922.50			
NEVADA SEAL & PUMP								
4339	NEVADA SEAL & PUMP	NSP6871	mechanical seal spare parts maintenance kit for well 11	06/16/2025	2,151.25	06/20/2025	510-810-430 Outside Serv-Repair & Maint	625
Total 4339:					2,151.25			
NEVADA WATER RESOURCES ASSN - NWRA								
5586	NEVADA WATER RESOURCES ASSN - NWRA	90331315	WATER RIGHTS IN NEVADA BOOK- O. JOHN	06/25/2025	38.00		510-810-640 Books and Periodicals	625
Total 5586:					38.00			
NEW YORK LIFE INSURANCE COMPANY								
9061	NEW YORK LIFE INSURANCE COMPANY	20250703	SUPPLEMENTAL INSURANCE - NEW YORK LIFE	07/01/2025	2,650.79		100-218200 New York Life	725
Total 9061:					2,650.79			
NORTHERN NEVADA IMAGING, LLC								
7260	NORTHERN NEVADA IMAGING, LLC	1342	Photos	06/05/2025	550.00	06/20/2025	100-413-420 Outside Services	625
Total 7260:					550.00			
NV ENERGY								
167	NV ENERGY	10601 JUN 25	80865908610601	05/31/2025	37.54	06/18/2025	100-475-622 Electricity	525
167	NV ENERGY	13050 JUN 25	48768103613050 ACH	06/07/2025	2,380.19	06/25/2025	100-417-622 Electricity	625
167	NV ENERGY	14319 JUN 25	34596405214319 ACH	06/07/2025	48.47	06/25/2025	100-575-622 Electricity	625
167	NV ENERGY	26093 JUN 25	34596402626093 ACH	06/05/2025	3,534.52	06/23/2025	100-575-622 Electricity	625
167	NV ENERGY	26100 JUN 25	34596502626100 ACH	06/05/2025	41.77	06/23/2025	520-810-622 Electricity	625
167	NV ENERGY	26100 JUN 25	34596502626100 ACH	06/05/2025	25,550.30	06/23/2025	510-810-622 Electricity	625
167	NV ENERGY	29499 JUN 25	1000213677906929499 ACH	05/30/2025	51.64	06/17/2025	100-475-622 Electricity	525
167	NV ENERGY	34991 JUN 25	34596407734991 ACH	06/10/2025	37.54	06/26/2025	510-810-622 Electricity	625
167	NV ENERGY	37594 JUN 25	80865904937594 ACH	06/10/2025	37.54	06/26/2025	100-475-622 Electricity	625
167	NV ENERGY	41110 JUN 25	82190403641110 ACH	06/05/2025	44.60	06/23/2025	520-810-622 Electricity	625
167	NV ENERGY	42683	82190404842683 ACH	06/05/2025	62.30	06/23/2025	100-475-622 Electricity	625
167	NV ENERGY	42683	82190404842683 ACH	06/05/2025	6,494.91	06/23/2025	520-810-622 Electricity	625
167	NV ENERGY	42683	82190404842683 ACH	06/05/2025	233.82	06/23/2025	100-575-622 Electricity	625
167	NV ENERGY	42683	82190404842683 ACH	06/05/2025	263.89	06/23/2025	510-810-622 Electricity	625
167	NV ENERGY	50573 JUN 25	34596508750573	06/07/2025	75.72	06/25/2025	100-417-622 Electricity	625
167	NV ENERGY	52067 JUN 25	82190407952067ACH	06/10/2025	108.28	06/26/2025	520-810-622 Electricity	625
167	NV ENERGY	65197 JUN 25	34596407565197 ACH	06/07/2025	37.54	06/25/2025	510-810-622 Electricity	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	67463 JUN 25	34596404867463 ACH	06/10/2025	76.25	06/26/2025	100-575-622 Electricity	625
167	NV ENERGY	68387 JUN 25	34596408268387 ACH	06/10/2025	37.54	06/26/2025	100-475-622 Electricity	625
167	NV ENERGY	84389 JUN 25	34596503684389 ACH	06/07/2025	190.23	06/25/2025	100-417-622 Electricity	625
167	NV ENERGY	93503 JUN 25	34596408593503 ACH	06/07/2025	338.95	06/25/2025	100-417-622 Electricity	625
167	NV ENERGY	97899 JUN 25	80865904797899 ACH	06/05/2025	10,869.43	06/23/2025	100-475-622 Electricity	625
167	NV ENERGY	98954 JUN 25	82190405098954 ACH	06/05/2025	2,236.84	06/23/2025	520-810-622 Electricity	625
Total 167:					52,789.81			

OFFICE DEPOT

133	OFFICE DEPOT	423997150001	Office supplies- pens, legal pads, duck tape, binder clips, stap	06/06/2025	248.72	06/20/2025	100-605-601 Office Supplies	625
133	OFFICE DEPOT	423997361001	Office Supplies- usb, laminator, chair	06/06/2025	269.39	06/20/2025	100-416-600 General Supplies	625
133	OFFICE DEPOT	424023267001	Office Supplies- pens, post it notes, calculator, highlighters, tis	06/06/2025	217.44	06/20/2025	100-605-601 Office Supplies	625
133	OFFICE DEPOT	424023289001	Staple Remover- Building	06/06/2025	5.80	06/20/2025	100-605-601 Office Supplies	625
133	OFFICE DEPOT	424036189001	Highlighters	06/11/2025	27.72	06/20/2025	100-425-600 General Supplies	625
133	OFFICE DEPOT	424184956001	Office Supplies-envelope moistener bottle	06/06/2025	7.67	06/20/2025	100-416-600 General Supplies	625
133	OFFICE DEPOT	424309890001	Office Supplies- Stamp	06/10/2025	31.92	06/20/2025	100-416-600 General Supplies	625
133	OFFICE DEPOT	424314336001	Office Supplies- Disinfectant wipes	06/06/2025	25.00	06/20/2025	100-416-600 General Supplies	625
133	OFFICE DEPOT	424767502001	Office supplies- batteries, envelopes, labels, post it notes	06/11/2025	62.60	06/20/2025	100-610-601 Office Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.55	06/20/2025	100-413-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	100-610-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	100-475-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	100-529-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.55	06/20/2025	100-415-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	100-525-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	520-810-601 Office Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.55	06/20/2025	100-575-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	100-605-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	100-416-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	510-810-601 Office Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.55	06/20/2025	100-418-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	100-414-600 General Supplies	625
133	OFFICE DEPOT	425275552001	CITY WIDE PAPER	06/09/2025	29.54	06/20/2025	510-840-601 Office Supplies	625
133	OFFICE DEPOT	425363583001	usb office supplies	06/11/2025	112.86	06/20/2025	100-414-600 General Supplies	625
133	OFFICE DEPOT	425522040001	Notary logbook and stamp	06/06/2025	72.48	06/20/2025	100-417-601 Office Supplies	625
133	OFFICE DEPOT	425522607001	Under Desk Footrest	06/04/2025	28.23	06/20/2025	100-417-601 Office Supplies	625
133	OFFICE DEPOT	425522609001	Classification folders and paper clips	06/05/2025	31.76	06/20/2025	100-417-601 Office Supplies	625
133	OFFICE DEPOT	425522619001	Watch Batteries	06/05/2025	61.90	06/20/2025	100-417-601 Office Supplies	625
133	OFFICE DEPOT	426091966001	WW Foreman office chair	06/04/2025	139.14	06/20/2025	520-810-601 Office Supplies	625
133	OFFICE DEPOT	426092558001	WW foreman sharpies	06/05/2025	27.29	06/20/2025	520-810-601 Office Supplies	625
133	OFFICE DEPOT	427309975001	Office supplies- stapler, highlighters, dry erase markers, sharp	06/12/2025	51.33	06/20/2025	100-529-601 Office Supplies	625
133	OFFICE DEPOT	427445360001	Office Supplies - tape dispenser	06/11/2025	3.64	06/20/2025	100-529-601 Office Supplies	625
133	OFFICE DEPOT	428048437001	Eyeglass cleaning tissues	06/17/2025	13.49		100-417-601 Office Supplies	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 133:					1,851.98			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-357956	CREDIT	06/04/2025	116.92-	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-358715	TIRE SEALENT	06/09/2025	19.99	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-358839	PARTS FOR 4009	06/10/2025	56.60	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-358975	PARTS FOR 3008	06/11/2025	343.68	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-359784	battery dead on 6004	06/16/2025	279.53	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-359835	blend door actuator for 6004	06/16/2025	42.52	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-360077	battery maintainer	06/18/2025	47.99	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-360099	ac fluid	06/18/2025	21.98	06/20/2025	100-480-610 Automotive Supplies	625
6230	O'REILLY AUTO PARTS	3599-360118	AC gauge	06/18/2025	31.99	06/20/2025	100-480-610 Automotive Supplies	625
Total 6230:					727.36			
PAC MACHINE COMPANY, INC.								
8597	PAC MACHINE COMPANY, INC.	97923	West Lift pump repair	06/09/2025	15,322.10	06/20/2025	520-810-430 Outside Serv-Repair & Maint	625
Total 8597:					15,322.10			
POOL PACT; NV PUBLIC AGENCY INS POOL								
271	POOL PACT; NV PUBLIC AGENCY INS POOL	JUN 25	REFUND FRAUD CHECK PAYMENT	06/16/2025	32,034.00	06/20/2025	100-415-615 Cash Over/Short	625
Total 271:					32,034.00			
PURCHASE POWER								
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - WATER	06/03/2025	278.10	06/30/2025	510-810-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - CITY MANAGER	06/03/2025	20.07	06/30/2025	100-413-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - ANIMAL CONTROL	06/03/2025	105.27	06/30/2025	100-525-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - FERNLEY JUSTICE	06/03/2025	171.99	06/30/2025	100-126000 Intergovernmental Receivable	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - PLANNING	06/03/2025	214.26	06/30/2025	100-610-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - CLERK	06/03/2025	999.98	06/30/2025	100-416-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - MAYOR	06/03/2025	9.38	06/30/2025	100-412-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - TLT	06/03/2025	13.80	06/30/2025	225-575-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - COURT	06/03/2025	215.23	06/30/2025	100-425-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - PARKS	06/03/2025	2.78	06/30/2025	100-575-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - STREETS	06/03/2025	5.30	06/30/2025	100-475-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - BUILDING	06/03/2025	5.73	06/30/2025	100-605-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - FINANCE	06/03/2025	289.17	06/30/2025	100-415-550 Printing and Postage	625
3155	PURCHASE POWER	69812 JUN 25	POSTAGE - CITY ATTORNEY	06/03/2025	211.93	06/30/2025	100-414-550 Printing and Postage	625
Total 3155:					2,542.99			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	25-0655	Water rights services - meetings and email coordination, appli	06/20/2025	4,382.50		510-810-698 Water Rights Protection	625
8602	RESOURCE CONCEPTS	25-0656	Water rights services for NV Energy project	06/20/2025	2,127.75		510-810-698 Water Rights Protection	625
Total 8602:					6,510.25			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	25060613	ARMORED SERVICES-WATER	06/12/2025	219.64	06/20/2025	510-810-342 Tech Services-Other	625
8629	SECTRAN SECURITY, INC.	25060613	ARMORED SERVICES-SEWER	06/12/2025	219.64	06/20/2025	520-810-342 Tech Services-Other	625
8629	SECTRAN SECURITY, INC.	25060613	ARMORED SERVICES-GF	06/12/2025	219.64	06/20/2025	100-415-322 Prof Serv-Other	625
Total 8629:					658.92			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	25-05	Consulting and Training WTP	06/13/2025	1,500.00	06/20/2025	510-840-320 Prof Serv-Engineering	625
Total 8884:					1,500.00			
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	48814B35900	New E-Ones	06/05/2025	11,310.00	06/20/2025	520-810-615 E-One Supplies	625
Total 9037:					11,310.00			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN330190	WWTP Samples	06/09/2025	228.00	06/20/2025	520-810-423 Outside Serv-Analytical	625
7856	SILVER STATE ANALYTICAL LABORATORIES	RN330201	WWTP Samples	06/09/2025	188.00	06/20/2025	520-810-423 Outside Serv-Analytical	625
7856	SILVER STATE ANALYTICAL LABORATORIES	RN330467	WWTP Samples	06/16/2025	188.00	06/20/2025	520-810-423 Outside Serv-Analytical	625
7856	SILVER STATE ANALYTICAL LABORATORIES	RN330768	WWTP Samples	06/24/2025	502.00		520-810-423 Outside Serv-Analytical	625
7856	SILVER STATE ANALYTICAL LABORATORIES	RN330769	WWTP Samples	06/24/2025	665.00		520-810-423 Outside Serv-Analytical	625
Total 7856:					1,771.00			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590047286	New Tires for backhoe	06/16/2025	3,644.44	06/20/2025	510-810-610 Automotive Supplies	625
8964	SOUTHERN TIRE MART LLC	7590047488	TIRE FOR W/W VAC-CON	06/16/2025	365.49	06/20/2025	100-480-610 Automotive Supplies	625
Total 8964:					4,009.93			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	86744 JUN 25	910001086744 WTP	06/13/2025	596.84	07/02/2025	510-840-621 Natural Gas	625
Total 204:					596.84			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
STANTEC CONSULTING SERVICES INC									
9049	STANTEC CONSULTING SERVICES INC	2408475	Highway 50 Water Main Looping	06/12/2025	39,481.20	06/20/2025	510-166100	Construction In Progress	625
Total 9049:					39,481.20				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2025100108347	PS Citric Acid	06/17/2025	36,028.80		510-840-617	Chemical Supplies	625
8646	THATCHER COMPANY, INC.	2025400102451	WWTP Chlorine	06/10/2025	8,210.25	06/20/2025	520-810-617	Chemical Supplies	625
Total 8646:					44,239.05				
U S POSTAL SERVICE									
7344	U S POSTAL SERVICE	JUL 2025	PREPAID IN-HOUSE POSTAGE	07/01/2025	1,900.00		520-810-550	Printing and Postage	725
7344	U S POSTAL SERVICE	JUL 2025	PREPAID IN-HOUSE POSTAGE	07/01/2025	1,900.00		510-810-550	Printing and Postage	725
Total 7344:					3,800.00				
ULTIMATE AIR, INC.									
8575	ULTIMATE AIR, INC.	8084	HVAC Filter Replacement	06/12/2025	1,608.04	06/20/2025	100-417-424	Outside Serv-HVAC	625
Total 8575:					1,608.04				
UNION PACIFIC RAILROAD COMPANY									
185	UNION PACIFIC RAILROAD COMPANY	90146061	Public Project Engineering Services	05/12/2025	7,693.33	06/20/2025	100-475-730	Improve Other than Buildings	525
Total 185:					7,693.33				
UNVC									
9034	UNVC	5116	CRRC Special Inspections	05/07/2025	3,451.16	06/20/2025	225-575-720	Buildings	525
Total 9034:					3,451.16				
UTILITY DEPOSITS									
2202	UTILITY DEPOSITS	10105009	WATER DEPOSIT REFUND	06/13/2025	50.10		510-228200	Customer Deposits	625
2202	UTILITY DEPOSITS	10232401-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	127.48	06/20/2025	010-115100	Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	10291505-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	558.67	06/20/2025	010-115100	Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	10974501	SEWER DEPOSIT REFUND	06/01/2025	80.00	06/20/2025	520-228200	Customer Deposits	625
2202	UTILITY DEPOSITS	10974501	WATER DEPOSIT REFUND	06/01/2025	39.56	06/20/2025	510-228200	Customer Deposits	625
2202	UTILITY DEPOSITS	11169014	CREDIT REFUND	06/11/2025	26.77	06/20/2025	010-115100	Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	1125701-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	325.54	06/20/2025	010-115100	Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	11362807-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	187.96	06/20/2025	010-115100	Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	11364712	SEWER DEPOSIT REFUND	06/01/2025	80.00	06/20/2025	520-228200	Customer Deposits	625
2202	UTILITY DEPOSITS	11364712	WATER DEPOSIT REFUND	06/01/2025	38.08	06/20/2025	510-228200	Customer Deposits	625
2202	UTILITY DEPOSITS	11679518	CREDIT REFUND	06/13/2025	35.41	06/20/2025	010-115100	Cash Clearing-Utilities	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	1202809	SEWER DEPOSIT REFUND	06/13/2025	61.20		520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	13332408-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	317.35	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	13396606-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	249.72	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	13481206	SEWER DEPOSIT REFUND	06/02/2025	80.00	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	13481206	WATER DEPOSIT REFUND	06/02/2025	47.80	06/20/2025	510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	13518002-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	460.31	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	13549613	WATER DEPOSIT REFUND	06/12/2025	10.22	06/20/2025	510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	13549613	SEWER DEPOSIT REFUND	06/12/2025	80.00	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	136293.09	CREDIT REFUND	06/04/2025	79.51	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	13629309	WATER DEPOSIT REFUND	06/02/2025	75.00	06/20/2025	510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	13629309	SEWER DEPOSIT REFUND	06/02/2025	80.00	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	13924002	CREDIT REFUND	06/12/2025	98.43	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	14533209	SEWER DEPOSIT REFUND	06/13/2025	80.00	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	14533209	WATER DEPOSIT REFUND	06/13/2025	27.26	06/20/2025	510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	16329505	CREDIT REFUND	06/06/2025	107.92	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	163422.28	CREDIT REFUND	06/04/2025	33.53	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16342228	WATER DEPOSIT REFUND	06/02/2025	75.00	06/20/2025	510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	16342228	SEWER DEPOSIT REFUND	06/02/2025	80.00	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	16346113	CREDIT REFUND	06/12/2025	208.15	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16421017	CREDIT REFUND	06/12/2025	95.35	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16588914	CREDIT REFUND	06/10/2025	105.28	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16621421	CREDIT REFUND	06/12/2025	99.85	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16664329	SEWER DEPOSIT REFUND	06/17/2025	80.00		520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	16664329	WATER DEPOSIT REFUND	06/17/2025	1.31		510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	16681903-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	236.69	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16897905	SEWER DEPOSIT REFUND	06/05/2025	12.29	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	169089.02	CREDIT REFUND	06/11/2025	101.65	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16919602	CREDIT REFUND	06/13/2025	203.43	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16978301	CREDIT REFUND	06/11/2025	74.40	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	169784.01	CREDIT REFUND	06/11/2025	105.67	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	16978801	SEWER DEPOSIT REFUND	06/02/2025	42.55		520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	16978901	SEWER DEPOSIT REFUND	06/02/2025	42.55	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	16979001	SEWER DEPOSIT REFUND	06/01/2025	9.76	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	17689918	CREDIT REFUND	06/12/2025	145.09	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18515415	CREDIT REFUND	06/12/2025	70.80	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18523027	CREDIT REFUND	06/10/2025	101.65	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18533705	CREDIT REFUND	06/12/2025	105.67	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18536702	CREDIT REFUND	06/12/2025	300.00	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18537205-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	300.02	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18554808	CREDIT REFUND	06/12/2025	10.62	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18694414	CREDIT REFUND	06/06/2025	105.39	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	18737322	SEWER DEPOSIT REFUND	06/02/2025	18.61	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	18743706	CREDIT REFUND	06/12/2025	153.35	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	19651718	CREDIT REFUND	06/12/2025	80.74	06/20/2025	010-115100 Cash Clearing-Utilities	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	19675609	CREDIT REFUND	06/12/2025	38.73	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	19675706	CREDIT REFUND	06/12/2025	312.09	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	19853306	WATER DEPOSIT REFUND	06/13/2025	26.94		510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	19853306	SEWER DEPOSIT REFUND	06/13/2025	80.00		520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	19858110	SEWER DEPOSIT REFUND	06/01/2025	41.92	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	20707904-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	103.70	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	20718002	CREDIT REFUND	06/11/2025	69.60	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	20848806	CREDIT REFUND	06/12/2025	125.71	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	21.9725.01	CREDIT REFUND	06/11/2025	101.65	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	21.9728.01	CREDIT REFUND	04/18/2025	6.00		010-115100 Cash Clearing-Utilities	425
2202	UTILITY DEPOSITS	21.9729.01	CREDIT REFUND	06/11/2025	101.65	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	21.9734.01	CREDIT REFUND	06/11/2025	125.77	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	21.9762.01	CREDIT REFUND	06/11/2025	119.69	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	2134822	SEWER DEPOSIT REFUND	06/01/2025	49.96	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	2153516	CREDIT REFUND	06/06/2025	24.00	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	21792402-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	149.26	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	21968501	CREDIT REFUND	06/11/2025	119.69	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	219732.01	CREDIT REFUND	06/11/2025	101.65	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	219752.01	CREDIT REFUND	06/11/2025	101.65	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	21976801	CREDIT REFUND	06/11/2025	210.34	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	305007.05	CREDIT REFUND	06/12/2025	92.87	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	30986901	WATER DEPOSIT REFUND	06/09/2025	1,490.79	06/20/2025	510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	3156307	CREDIT REFUND	06/06/2025	57.92	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	3189409	CREDIT REFUND	06/12/2025	224.10	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	3195102-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	528.73	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	5330505	CREDIT REFUND	06/12/2025	149.88	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	5488802-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	260.56	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	5737202-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	304.69	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	5877502	CREDIT REFUND	06/06/2025	71.66	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	69701.01	CREDIT REFUND	06/23/2025	113.71		010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	6970101	SEWER DEPOSIT REFUND	06/02/2025	34.51		520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	7256501-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	119.71	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	7470825	SEWER DEPOSIT REFUND	06/10/2025	80.00	06/20/2025	520-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	7470825	WATER DEPOSIT REFUND	06/10/2025	41.11	06/20/2025	510-228200 Customer Deposits	625
2202	UTILITY DEPOSITS	7625102-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	189.37	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	7650111	CREDIT REFUND	06/17/2025	144.33		010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	7712113	CREDIT REFUND	06/12/2025	68.06	06/20/2025	010-115100 Cash Clearing-Utilities	625
2202	UTILITY DEPOSITS	8467303-EPP25	REFUND YEARLY EPP CREDIT OVER \$100	06/18/2025	170.99	06/20/2025	010-115100 Cash Clearing-Utilities	625
Total 2202:					12,556.68			

VANDERHEIDEN, JACOB RAY

9027	VANDERHEIDEN, JACOB RAY	61125	PLANNING COMMISSION STIPEND	06/11/2025	80.00		100-610-322 Prof Serv-Other	625
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9027:					80.00			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	6114848314	CMO	06/01/2025	56.15	06/20/2025	100-413-530 Communications	625
8495	VERIZON WIRELESS	6114848314	IT	06/01/2025	169.91	06/20/2025	100-418-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Animal Control	06/01/2025	270.35	06/20/2025	100-525-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Building	06/01/2025	1,090.83	06/20/2025	100-605-530 Communications	625
8495	VERIZON WIRELESS	6114848314	City Attorney	06/01/2025	240.06	06/20/2025	100-414-530 Communications	625
8495	VERIZON WIRELESS	6114848314	FMC	06/01/2025	56.15	06/20/2025	100-425-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Vector Control	06/01/2025	92.01	06/20/2025	100-528-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Water Dist	06/01/2025	258.23	06/20/2025	510-810-530 Communications	625
8495	VERIZON WIRELESS	6114848314	City Council	06/01/2025	220.10	06/20/2025	100-412-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Facilities	06/01/2025	474.43	06/20/2025	100-417-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Fleet	06/01/2025	52.00	06/20/2025	100-480-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Parks	06/01/2025	19.99	06/20/2025	100-575-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Sewer	06/01/2025	387.99	06/20/2025	520-810-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Treasurer	06/01/2025	64.10	06/20/2025	100-415-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Streets	06/01/2025	52.00	06/20/2025	100-475-530 Communications	625
8495	VERIZON WIRELESS	6114848314	Engineering	06/01/2025	104.00	06/20/2025	100-529-530 Communications	625
8495	VERIZON WIRELESS	6114848314	WTP	06/01/2025	351.93	06/20/2025	510-840-530 Communications	625
8495	VERIZON WIRELESS	6114939388	52267 May 2- June 01 25	06/01/2025	40.01	06/20/2025	520-810-530 Communications	625
Total 8495:					4,000.24			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2691-r	PS Outside SCADA	02/28/2025	1,463.85		510-840-429 Outside Serv-SCADA	225
8606	VERUS ASSOCIATES NEVADA, LLC	2792	WW SCADA Support	05/31/2025	1,894.36		520-810-429 Outside Serv-SCADA	525
Total 8606:					3,358.21			
VINNIE'S ELECTRIC INC.								
9050	VINNIE'S ELECTRIC INC.	7111	Train Depot Light Repair	06/19/2025	470.00		100-417-428 Outside Serv-Electrical	625
9050	VINNIE'S ELECTRIC INC.	7112	OTP Light Switch installation	06/19/2025	1,400.00		100-575-428 Outside Serv-Electrical	625
Total 9050:					1,870.00			
WAGNER, CODY								
9013	WAGNER, CODY	61125	PLANNING COMMISSION STIPEND	06/11/2025	80.00		100-610-322 Prof Serv-Other	625
Total 9013:					80.00			
WEDCO								
3350	WEDCO	S100171337.002	PS HS Lighting Materials	06/09/2025	4,012.81	06/20/2025	510-840-600 General Supplies	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
3350	WEDCO	S100171337.003	PS HS Lighting Equipment	06/09/2025	77.07	06/20/2025	510-840-600 General Supplies	625
3350	WEDCO	S100172783.001	PS Shop Supplies	06/10/2025	303.58	06/20/2025	510-840-600 General Supplies	625
Total 3350:					4,393.46			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	JULY 2025	SUPPLEMENTAL INSURANCE	07/01/2025	90.35		100-218100 Western Insurance Payable	725
Total 881:					90.35			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11771614	PS Shop Supplies	06/12/2025	608.73	06/20/2025	510-840-614 Shop Supplies	625
195	WESTERN NEVADA SUPPLY CO.	11781714	Hydrant meter register	06/06/2025	503.31	06/20/2025	510-810-613 Meter Service Supplies	625
195	WESTERN NEVADA SUPPLY CO.	11792060	Bollards for River ranch fire hydrant	06/10/2025	1,282.40	06/20/2025	510-840-614 Shop Supplies	625
195	WESTERN NEVADA SUPPLY CO.	11796980	iperl 3/4 1000 gal water meters	06/12/2025	7,206.24	06/20/2025	510-166100 Construction In Progress	625
195	WESTERN NEVADA SUPPLY CO.	11799100	3/4 cts pipe- bin stock	06/13/2025	56.00	06/20/2025	510-810-613 Meter Service Supplies	625
Total 195:					9,656.68			
WILLIAMS, BARRY REGINALD								
9018	WILLIAMS, BARRY REGINALD	61125	PLANNING COMMISSION STIPEND	06/11/2025	80.00		100-610-322 Prof Serv-Other	625
Total 9018:					80.00			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	193259	Prof Svc thru 5.31.25 Corridor Action Plan	05/31/2025	51,298.75	06/20/2025	100-413-322 Prof Serv-Other	525
Total 2454:					51,298.75			
Grand Totals:					2,339,210.03			

Dated: _____

Mayor: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JUNE 18, 2025**

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilman Stan Lau, Councilman Albert Torres, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Senior Planner Alisa Johansson, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, Utilities Director Seong Kim, City Engineer Maria Paz Fernandez, Municipal Court Judge Lori Matheus. **Absent:** Councilwoman Felicity Zoberski, Councilman Joe Mendoza.

1.3. Public Forum

Debbie Skinner, Fernley resident, made a public statement regarding the notice she received under NRS241 and respectfully requested a public and written apology from both the Mayor and the Council.

Tammy Dittman, Fernley resident, stated that she is embarrassed as a city resident that item 8, the closed personnel session, is even being brought forth. It's a closed session, which usually does not state the employee's name or volunteer's name or anything else.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA AS PRESENTED. **Action:** Approved **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Torres, Councilman Hanan.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. For possible action: Discussion and possible approval of a Resolution by Lyon County creating a general improvement district for the purpose of furnishing electric power to the Northern Nevada Industrial Center (NNIC). NNIC is a master-planned industrial development located in Lyon County, Nevada, dedicated to delivering modern infrastructure and energy solutions to support large-scale economic growth in the region.

2.5. (For possible action) to approve the second amendment to the contract between Lori Matheus and the City of Fernly for Municipal Court Judge Services, an additional cost of \$50,000 annually.

2.6. (Discussion and Possible Action) to approve the Interlocal Agreement for partial consolidation of the Fernley Municipal Court with the Lyon County Justice Court

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

3. Yes: Councilman Lau, Councilman Torres, Councilman Hanan.

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

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

Mayor Neal E. McIntyre stated that he has been contacted by CPSHR Consulting about looking for a new city manager and is waiting on another consulting firm before bringing both firms to the Council to decide. He also has been in contact with NDOT regarding the roundabout.

Councilman Ryan Hanan asked for an update on the lights on Fremont Street.

Barry Williams, Public Works Director, stated the traffic signal did experience a malfunction. Our crew needed to order parts and were able to get that traffic signal back online.

3.2. State of Nevada Legislative update

Daniel Giudici, Flynn Giudici Government Affairs, (zoom) gave a brief session overview and then at the next Council meeting will give a more in-depth report on the legislation that's going to specifically affect Fernley.

4. PRESENTATIONS

4.1. For Possible Action: Presentation and Discussion regarding the survey results received for a proposed landscape restoration project within the Fernley Roundabout.

Olivia John, Deputy Public Works Director, presented the results of the survey for the proposed landscape restoration project within the roundabout.

Mayor Neal E. McIntyre stated that when he spoke with NDOT they were really excited to work with us. He will send them the information from the survey along with the pictures that were submitted.

Councilman Albert Torres stated that he was talking with the Western Nevada Development District (WNDD), and they will try to help us find funding for this project. He will work with the Executive Director and the President to get this done.

5. STAFF REPORTS

5.1. (For Possible Action) – TSM20004 – Tentative Subdivision Map Amendment to Conditions of Approval Consideration of and possible action on an amendment to the conditions of approval for the Fernwood Village Tentative Subdivision Map, TSM20004, a

54-lot subdivision comprising ±7.08 acres generally located between Eaglewood Drive to the north, Granada Street to the east, Tanglewood Drive to the south, and Vine Street to the west (APN 020-516-06).

Alisa Johansson, Senior Planner, presented. Condition 3 of the approved conditions of approval incorrectly states that no extensions shall be granted. Nevada Revised Statutes Chapter 278, Section 360 Paragraph 1(c) permits extensions of time of up to two (2) years by Planning Commission action. Removal of the erroneous statement in Condition 3 would allow the applicant to submit an extension of time. The Planning Commission did recommend approval of this action. The extension of time would provide the developer with up to an additional two (2) years to record their final subdivision map.

Motion: I MOVE TO APPROVE THE AMENDMENT TO THE CONDITIONS OF APPROVAL FOR TSM2004, REMOVING THE RESTRICTION ON EXTENSIONS AS PRESENTED BY STAFF. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Torres, Councilman Hanan.

6. PUBLIC HEARINGS

6.1. Discussion and possible action to adopt Bill 360 as an ordinance adopting the 2024 International Code Council (ICC) series, the 2023 National Electric Code, and the 2024 Northern Nevada Chapter of the International Code Council amendments, as attached, which will amend the City of Fernley Municipal Code, Title 8. Chapter 2, Buildings and Building Regulations, and Building and Construction.

Charity Birkel, Building Official, presented the standard code adoption of the next cycle of International Codes. They're published every 3 years, but all the Northern Nevada jurisdictions adopt them every 6 years just to avoid additional costs. The Northern Nevada International Code Council (NICC) recently completed the adoption process to develop the 2024 Northern Nevada amendments to the International and Uniform codes. Adopting updated building safety codes enables the city of Fernley to address all aspects of safe and sound construction, such as structural integrity, plumbing, electrical mechanical systems, energy efficiency and sustainability. If the Fernley City Council approves the ordinance to adopt the 2024 building codes with the Northern Nevada Amendments, an approximate 6-month grace period will begin July 14, 2025. During that grace period, applications will be accepted using either the 2018 or the 2024 codes. Beginning January 14, 2026, only applications using the 2024 codes will be accepted.

There was no public input.

Motion: I MOVE TO ADOPT BILL 360 AS AN ORDINANCE ADOPTING THE 2024 INTERNATIONAL CODE COUNCIL SERIES, THE 2023 NATIONAL ELECTRIC CODE, AND THE NORTHERN NEVADA CHAPTER OF THE INTERNATIONAL CODE COUNCIL AMENDMENTS, AS ATTACHED. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Torres, Councilman Hanan.

6.2. (For possible action) Discussion and possible action regarding Resolution #25-004 associated with a Master Plan Amendment application (MPA25002) submitted by the City of Fernley to adopt the Southwest Fernley Area Plan document for approximately 11,800 acres generally located south of the Truckee Canal and west of Highway 50/95 Alternate.

Michele Rambo, Planning Director, stated that Blake Young from Kimley Horn would be giving the presentation via Zoom.

Blake Young, Kimley Horn, gave a brief overview of all the existing conditions' analysis and meetings.

Public Input:

Mark Tilford, Fernley resident, stated he was opposed to the project.

Tom Shannon, Fernley resident, stated he has a concern only with infrastructure. He has seen nothing that indicates that there is a hydrologist involved and is concerned about the water issue.

Clayton Trapp (Zoom), representing the owner of parcel 02027201, expressed concern about the land use designation.

Michele Rambo, Planning Director, stated this does not change the underlying zoning.

Derek Kirkland (Zoom), representing the Norman properties, expressed support for the Southwest Area Plan.

Motion: I MOVE TO CERTIFY RESOLUTION #25-004 ASSOCIATED WITH MPA25002 AND ADOPT THE SOUTHWEST FERNLEY AREA PLAN DOCUMENT AS PRESENTED BY STAFF AND APPROVED BY PLANNING COMMISSION. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Torres, Councilman Hanan.

7. RESOLUTIONS

7.1. (For possible action) Discussion and possible action to approve resolution #25-008 amending the City of Fernley Fund Balance Policy.

Mayor Neal E. McIntyre stated that they will combine 7.1 and 7.2 because they tie in directly.

Robert Carson, City Treasurer, gave a brief presentation. This requires local and state governments to have a fund balance policy to mitigate against any unforeseen emergencies or loss of funding. There were minor changes in the categories. In the maintenance section, what we are proposing to do is increase the minimum unassigned fund balance to maintain from 8.3% to 15%. Those are the changes to the fund balance policy, which would be Resolution 25-008. Resolution 25-009 is proposing to commit \$3.126 million of the current year's ending fund balance in the general fund, which will cover the proposed capital expenditures that were approved in the fiscal year 2026 budget. The fiscal year 2026 budget that was approved has \$4.11 million of the General Funds fund balance being utilized to cover proposed expenditures. The remaining \$984,000 after the committed fund balance would be assigned at the end of the year to cover the one-time expenditures approved by the council.

Motion: I MOVE TO PASS RESOLUTION 25-008 AND RESOLUTION 25-009 AS WRITTEN.

Action: Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan

Hanan. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilman Lau, Councilman Torres, Councilman Hanan.

7.2. (For possible action) Discussion and possible action to approve resolution #25-009 to commit \$3,126,000 of the City of Fernley's fiscal year 2025 general fund ending fund balance for the design and construction of capital projects and purchase of capital equipment approved in the fiscal year 2026 Capital Improvement Plan that was presented as part of the final budget.

Included with item 7.1.

Mayor Neal E. McIntyre called for a break: 6:08 pm - 6:13 pm.

8. CLOSED PERSONNEL SESSION

Aaron Mouritsen, City Attorney, stated regarding the decision that the Council is making today, the Senior Citizens Advisory Council, under its Bylaws, has a section that allows the council to remove an individual for reason or without reason. In this case, the Mayor is asking for Ms. Skinner to be removed from the Senior Citizens Advisory Committee without reason. It has been discussed in terms of a closed session to discuss character and competence. The City and Council do not intend to present evidence or documentation attacking Ms. Skinner's character, her job performance or anything like that. This is a vote on a no-reason removal. The purpose of the closed session is to give Ms. Skinner an opportunity to present to the council in a closed session any evidence or documentation, or witnesses that she wishes to provide to council prior to the Council making that deliberation and decision in an open meeting.

8.1. Possible Action to enter into a Closed Personnel Session to remove Debbie Skinner from her position on the Fernley Senior Citizen Advisory Board.

Motion: I MOTION TO MOVE THIS TO CLOSED SESSION. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3, **Yes:** Councilman Lau, Councilman Torres, Councilman Hanan.

8.2. CLOSED SESSION Pursuant to NRS 241.030(1) to consider the character, professional competence and qualifications of Debbie Skinner, City of Fernley Senior Citizen Advisory Committee Member.

City Council went into a closed session.

8.3. Discussion and possible action on the Closed Personnel Session to remove Debbie Skinner from her position on the City of Fernley Senior Advisory Committee, pursuant to NRS 241.030(1).

Councilman Ryan Hanan stated per NRS 281A-420 requires him to disclose a potential conflict of interest. This matter before the body is related to his private capacity and city capacity. He has personal business and board member relations with Miss Skinner. He does not believe that this would affect the independence or judgment of a reasonable person in his situation. However, in order to avoid the appearance of any impropriety, he is abstaining from the vote on this matter.

Mayor Neal E. McIntyre stated that we now do not have a quorum. At this point, we will continue this until the next meeting.

9. PUBLIC FORUM

Debbie Skinner stated how extremely disappointed she is with the Mayor and the Council. If Mr. Hanan knew that he was going to abstain because of personal conflict, and you continued to ignore the request for us to have a full quorum, and she has to go through this a second time again in 2 weeks.

Tammy Dittman, Fernley resident, stated the Mayor is not the City Manager. He may be working in that capacity, but he is the Mayor of the City.

Patty Palmer, Fernley resident, stated in a time when bullying is highly discouraged, she thinks that the actions of the Council singling out a respected member of this community and putting them on blast and questioning their character is an extreme form of bullying, and is uncalled-for and unacceptable.

Mayor Neal E. McIntyre announced that city hall would be closed on June 19, 2025.

10. ADJOURNMENT

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

Approved by the Fernley City Council on July 2, 2025, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 6/12/2025-6/25/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Freedom Plumbing, LLC		Brown, Jeffery R.	1595 Miami Way	Reno	NV	89502	775-331-5383	Contractor	Plumbing & Heating Cont
TEDco Construction, LLC		Ted Taylor	5514 Hurricane Ct	Reno	NV	89433	775-846-2024	Contractor	Carpentry Contractor # 5
His Plumbing Inc		Jose Luis Robles	2241 Isabella Court	Reno	NV	89434	775-303-7443	Contractor	Plumbing Contractor #76
Joshuas Heating & Air Inc		Jose Carpio	7137 High Hill Street	Sparks	NV	89436	775-351-8048	Contractor	HVAC Contractor #76948
Silver State Excavation LLC		Patrick DeLaVergn	2565 Last Chance Ct	Minden	NV	89423	775-309-8290	Contractor	Excavation/Grading/Drain
John Longo Construction Company In		John and Cindy Lo	4790 Caughlin Parkway #3	Reno	NV	89519	775-240-0621	Contractor	General Engineering Con
All Four Seasons Roofing		Charles Green	142 River Village Circle	Dayton	NV	89403	775-671-1085	Contractor	Roofing Contractor #857
Miller Diesel Repair LLC		Bryan Miller	1857 Canal Dr	Fernley	NV	89408	209-701-9622	Repair Services	Mobile mechanic
Wild One Custom LLC		Alexandria Walsh	2210 Nightingale Court	Fernley	NV	89408	408-621-9229	Hobby/Crafter, Sewing	Crafts and bake goods sa
Mountain View Montessori LLC		Brittany L. Hathawa	526 Garden Circle	Fernley	NV	89408	559-760-6307	Child Care/Day Care	Home child care: up to 4
B.S.L. Electric Corp.		Bruce Hudson/Jere	60 Cessna Lane	Lovelock	NV	89419	775-225-1693	Contractor	Electrical Contractor #74
Plumbing NV LLC		Adam & Briann Col	1125 Broadview Ct	Reno	NV	89521	775-240-9659	Contractor	Plumbing Contractor #90
Paramount Craftsman Services	Paramount Heating and Air Co	Spencer Keife	3515 Airway Drive, Suite 2	Reno	NV	89511	775-309-4222	Contractor	Air Conditioning Contract
Interwest Consulting Group Inc.		SAFEBUILT, LLC -	444 N. Cleveland Avenue	Loveland	CO	80537	970-292-2200	Engineering Services	Professional engineering
Montrose Glass, LLC		Brady Shippy	1520 Lamoille Hwy	Elko	NV	89801	775-738-9688	Contractor	Steel/Awnings/Glass&Gla
Amigo Electric LLC		Daniel Rocha	838 Glen Molly Drive	Sparks	NV	89434	775-741-8967	Contractor	Electrical Contractor #91
Stonelake Masonry, Inc.		Art Pettit	9137 Laguna Lake Way	Elk Grove	CA	95758	916-417-1234	Contractor	Masonry Contractor #856
Summer Green Landscaping LLC		Luis Duarte	765 Sage St	Fernley	NV	89408	775-835-7612	Lawn Care & Tree Ser	Mowing, weedeating, law
Western Oilfields Supply Company	Rain for Rent	The Lake Family	3404 State Road	Bakersfield	CA	93308	661-399-9124	Equipment Rentals, S	Equipment rentals
Carol S LLC		Carol E Schaefer	399 Gazzigli Ln	Fernley	NV	89408	760-300-5909	Business Specific Prof	Piloting/escorting oversiz
Pye-Barker Fire & Safety LLC		Christian Dirx - Man	4920 Brookside Ct	Reno	NV	89502	801-395-8731	Contractor	Fire & Alarm Contractor #
Alpine Roofing Co, A Tecta America C		Tecta America	25 Greg St	Sparks	NV	89431	775-358-7663	Contractor	Roofing Contractor #938
Grand Totals:									
									22

Report Criteria:

License.Status = "Active"

Business.Origination date = 6/12/2025-6/25/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(Possible Action) Review and possible action to approve a revised contract with DOWL Engineering to continue providing surveying review of Planning applications.

AGENDA ITEM BRIEF:

The City's outside surveying consultant, DOWL Engineering, is changing their prices starting July 1, 2025. Therefore, the City Planning Department needs to revise the contract to reflect these changes.

RECOMMENDED MOTION:

If removed from Consent: I move to approve the revised contract with DOWL Engineering for survey review of Planning applications.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Any motion that City Council feels is appropriate.

BACKGROUND:

The existing contract with DOWL Engineering for outside surveying review of Planning applications was entered into on January 25, 2024. Included in that contract was a list of prices per application type that the City has been collecting from the applicants and passing on directly to DOWL. The increased surveying fees will be adjusted on the fee schedule during a later agenda item.

The list below shows the fees outlined in the 2024 contract.

Annexation:.....	\$1,600
Abandonment:.....	\$1,450
Amended Map:.....	\$1,450
Boundary Line Adjustment:.....	\$1,500
Certificate of Amendment:.....	\$ 850
Division of Land into Large Parcels, Final:.....	\$2,100
Parcel Map, Final:.....	\$2,100
Reversion to Acreage:.....	\$1,300
Roadway Dedication:.....	\$1,450
Subdivision Map, Final:.....	\$2,600 + \$20 per lot

The fees applicable starting July 1, 2025 are listed below. The amount changed is indicated to the right of the fees.

Annexation:.....	\$1,300	Down \$300
Abandonment:.....	\$1,550	Up \$100
Amended Map:.....	\$1,550	Up \$100
Boundary Line Adjustment:.....	\$2,200	Up \$700
Certificate of Amendment:.....	\$ 900	Up \$50
Division of Land into Large Parcels, Final:.....	\$2,200	Up \$100
Parcel Map, Final:.....	\$2,200	Up \$100
Reversion to Acreage:.....	\$1,400	Up \$100
Roadway Dedication:.....	\$1,550	Up \$100
Subdivision Map, Final:.....	\$2,700 + \$20 per lot	Up \$100

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. 2025 Surveying Contract - New
2. 2024 Surveying Contract
3. 2025.07.02 FY2025-26 DOWL Renewal Contract

CONTRACT

Contract for Professional Surveying Services

A contract between:

City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

and

DOWL, LLC
5510 Longley Lane
Reno, NV 8951

WHEREAS Nevada Revised Statutes ("NRS") Chapter 266.085 authorizes the City of Fernley, Nevada (the "City") to contract and be contracted with; and

WHEREAS the services of DOWL, LLC (the "Contractor") are both necessary and in the best interests of the City;

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

1. **REQUIRED APPROVAL.** This contract for services of an Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.
2. **DEFINITIONS.**
 - a. "City" means City of Fernley, County of Lyon, State of Nevada.
 - b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
 - c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from the date of adoption by City Council until the 30th day of June, 2026. This contract shall automatically renew beginning July 1, 2026, and renew on an annual basis on the 1st day of July each year, unless one party notifies the other party of intent to cancel or renegotiate the contract 90 day to a new renewal date in writing.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the addresses specified herein.

Notice for the City
shall be sent to:

City of Fernley
Planning Department
595 Silver Lace Boulevard
Fernley, NV 89408

Notice for the Contractor
shall be sent to:

DOWL
Survey Department
5510 Longley Lane
Reno, NV 89511

CONTRACT

Contract for Professional Surveying Services

5. **SCOPE OF WORK**. Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in Attachment A.
7. **ATTACHMENTS**. This Contract incorporates the following attachments (the "Attachments"):
 - ATTACHMENT A: Scope of Work
 - ATTACHMENT B: Fee Schedule
 - ATTACHMENT C: Schedule of Services
8. **TIMELINESS OF BILLING SUBMISSION**. The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal Year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION AND AUDIT**.
 - a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada, or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
 - b. **Inspection and Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City. All subcontracts shall reflect the requirements of this paragraph.
 - c. **Period of Retention**. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

CONTRACT

Contract for Professional Surveying Services

10. **CONTRACT TERMINATION.**

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- c. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- d. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (20).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

CONTRACT

Contract for Professional Surveying Services

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
12. **ATTORNEY'S FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.
13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
15. **INDEMNIFICATION.**
 - A. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

CONTRACT

Contract for Professional Surveying Services

15. **INDEMNIFICATION (CONTINUED).**

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

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

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

CONTRACT

Contract for Professional Surveying Services

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
19. **SEVERABILITY OF PARTS.** If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONTRACT

Contract for Professional Surveying Services

23. **LOBBYING**. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- Any federal, state, county or local agency, legislature, commission, counsel, or board;
 - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel, or board.
24. **STANDARD OF CARE**. Contractor represents that all services, deliverables, and/or work product under this Contract shall be completed using that degree of care and skill ordinarily exercised under the same conditions by professionals practicing in the same field, at the same time and in the same or similar locality; shall conform to the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
25. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
26. **GOVERNING LAW; VENUE**. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

CONTRACT

Contract for Professional Surveying Services

27. **INTEGRATED AGREEMENT.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
28. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
29. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
30. **MODIFICATION; NO WAIVER.** The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.
31. **INTERPRETATION OF AGREEMENT.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

CONTRACT

Contract for Professional Surveying Services

32. **COOPERATION OF PARTIES**. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.
33. **NON-DISCRIMINATION**. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

REMAINDER OF PAGE PURPOSEFULLY LEFT BLANK.

CONTRACT

Contract for Professional Surveying Services

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

DEPUTY CITY MANAGER

City of Fernley

Lydia Altick

Telephone: 775-784-9869

LYDIA ALTICK, DEPUTY CITY MANAGER

DATED: _____

CITY ATTORNEY

City of Fernley

Aaron Mouritsen

Telephone: 775-784-9860

AARON MOURITSEN, CITY ATTORNEY

DATED: _____

PLANNING DEPARTMENT

City of Fernley

Michele Rambo, AICP

Telephone: 775-784-9810

MICHELE RAMBO, AICP, PLANNING DIRECTOR

DATED: _____

CONTRACT

Contract for Professional Surveying Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of July 2, 2025, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED: _____

ATTEST:

KIM SWANSON, CITY CLERK

DATED: _____

CONTRACT

Contract for Professional Surveying Services

George Nicholas agrees that DOWL, LLC is the Contractor and that George Nicholas is authorized to enter into a contract on DOWL's behalf, has read the foregoing contract, and understands the terms, conditions, and requirements thereof.

CONTRACTOR

DOWL, LLC

Business License #: BL23-6588

5510 Longley Lane

Reno, NV 89408

CONTRACTOR REPRESENTATIVE

George Nicholas

Survey Department Manager

Professional Land Surveyor

775-851-4788

gnicholas@dowl.com

GEORGE NICHOLAS, SURVEY DEPARTMENT MANAGER

DATED: _____

CONTRACT

Contract for Professional Surveying Services

Attachment A – Scope of Work

Contractor shall review specific types of land division and land development applications and maps, legal descriptions, and related documents to advise the City of Fernley Planning Department whether the submitted documents match all currently recorded documents. Contractor shall review all land records and other sources of information that may relate to the property to provide professional advice to the Planning Department regarding any necessary corrections. Once all corrections have been completed, the Contractor shall provide a final approval of the application and map. Contractor shall be responsible for applying the seal of a Professional Land Surveyor and signing as City Surveyor for all documents reviewed by contractor that require it.

The preferred method of document certification is electronic; however, City reserves the right to request physical sealing and signature of documents. City will either mail documents to Contractor at City's expense or arrange an in-person appointment at either the Contractor's offices or, if Contractor consents, at Fernley City Hall.

CONTRACT

Contract for Professional Surveying Services

Attachment B – Fee Schedule

The following list of project types will be submitted to Contractor for professional review. The costs for initial review, first resubmittal review, and finalization (survey seal and signature as required) of each project type shall be as follows:

Annexation:.....	\$1,300
Abandonment:	\$1,550
Amended Map:	\$1,550
Boundary Line Adjustment:	\$2,200
Certificate of Amendment:	\$ 900
Division of Land into Large Parcels, Final:	\$2,200
Parcel Map, Final:.....	\$2,200
Reversion to Acreage:	\$1,400
Roadway Dedication:.....	\$1,550
Subdivision Map, Final:	\$2,700 + \$20 per lot

The Contractor shall charge all revisions past the first revision, and all work for the City that cannot be tied to an existing project, at the rates listed on Contractor's "Nevada Fee Schedule, Effective July 6, 2025", which is attached to this exhibit. The Contractor shall verify with the City before conducting any work requested by a third party on the City's behalf that will incur additional fees beyond the agreed upon project fee, such as questions from a City applicant surveyor, before conducting such work.

Invoices shall be submitted to the City of Fernley one time per month. Invoices shall be emailed to City of Fernley Planning Department at planning@cityoffernley.org and shall be itemized separately than other services provided for City of Fernley from Contractor. City agrees to pay all invoices within 30 days of receipt.

CONTRACT

Contract for Professional Surveying Services

Attachment C – Schedule of Services

If Contractor fails to return a complete review to City within the deadlines stipulated below greater than three times per calendar year, or any one review is delayed more than seven calendar days, City reserves the right to terminate this contract and seek services from another Contractor. The City shall not be liable for paying fees due for any outstanding reviews that City must submit to another Contractor for expedient review. Upon terminating this contract, City shall still be responsible for paying any outstanding fees due for other outstanding projects completed by Contractor within the agreed upon review period in attachment C.

Initial Review10 business days

Re-review5 business days

Business days are defined as 24-hour periods during which City Hall is open during regular business hours. Regular business hours are Monday – Friday, 8 AM to 5 PM, excepting federal and state holidays. A list of holidays observed by City Hall, from City of Fernley Personnel Manual, is attached to this exhibit.

CONTRACT

Contract for Professional Surveying Services

A contract between:

City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

and

DOWL, LLC
5510 Longley Lane
Reno, NV 8951

WHEREAS Nevada Revised Statutes ("NRS") Chapter 266.085 authorizes the City of Fernley, Nevada (the "City") to contract and be contracted with; and

WHEREAS the services of DOWL, LLC (the "Contractor") are both necessary and in the best interests of the City;

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

1. **REQUIRED APPROVAL.** This contract for services of an Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.
2. **DEFINITIONS.**
 - a. "City" means City of Fernley, County of Lyon, State of Nevada.
 - b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
 - c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from the date of adoption by City Council until the 30th day of June, 2024. This contract shall automatically renew beginning July 1, 2024, and renew on an annual basis on the 1st day of July each year, unless one party notifies the other party of intent to cancel or renegotiate the contract 90 day to a new renewal date in writing.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the addresses specified herein.

Notice for the City
shall be sent to:

City of Fernley
Planning Department
595 Silver Lace Boulevard
Fernley, NV 89408

Notice for the Contractor
shall be sent to:

DOWL
Survey Department
5510 Longley Lane
Reno, NV 89511

DS
GN

DS
MR

CONTRACT

Contract for Professional Surveying Services

5. **SCOPE OF WORK**. Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in Attachment A.
7. **ATTACHMENTS**. This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT B: Fee Schedule
ATTACHMENT C: Schedule of Services
8. **TIMELINESS OF BILLING SUBMISSION**. The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal Year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION AND AUDIT**.
 - a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada, or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
 - b. **Inspection and Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City. All subcontracts shall reflect the requirements of this paragraph.
 - c. **Period of Retention**. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

DS
GN

Contractor's Initial

DS
MR

CoF Representative

CONTRACT

Contract for Professional Surveying Services

10. **CONTRACT TERMINATION.**

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- c. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- d. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (20).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).



Contractor's Initial



CoF Representative

CONTRACT

Contract for Professional Surveying Services

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
12. **ATTORNEY'S FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.
13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
15. **INDEMNIFICATION.**
 - A. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

DS
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Contractor's Initial

DS
MR

CoF Representative

CONTRACT**Contract for Professional Surveying Services****15. INDEMNIFICATION (CONTINUED).**

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

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

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

Page 5 of 15

Contractor's Initial

CoF Representative

CONTRACT**Contract for Professional Surveying Services**

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
19. **SEVERABILITY OF PARTS.** If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.



Contractor's Initial



CoF Representative

CONTRACT

Contract for Professional Surveying Services

23. **LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- Any federal, state, county or local agency, legislature, commission, counsel, or board;
 - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel, or board.
24. **STANDARD OF CARE.** Contractor represents that all services, deliverables, and/or work product under this Contract shall be completed using that degree of care and skill ordinarily exercised under the same conditions by professionals practicing in the same field, at the same time and in the same or similar locality; shall conform to the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
25. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
26. **GOVERNING LAW; VENUE.** This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

DS
GN

Contractor's Initial

DS
MR

CoF Representative

CONTRACT

Contract for Professional Surveying Services

27. **INTEGRATED AGREEMENT.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
28. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
29. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
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31. **INTERPRETATION OF AGREEMENT.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

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Contractor's Initial

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CoF Representative

CONTRACT

Contract for Professional Surveying Services

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DS
GN

DS
MR

CONTRACT

Contract for Professional Surveying Services

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

CITY MANAGER

City of Fernley

Benjamin Marchant

Telephone: 775-784-9800

DocuSigned by:
Benjamin Marchant
BENJAMIN MARCHANT, CITY MANAGER

DATED: 1/19/2024

CITY ATTORNEY

City of Fernley

Aaron Mouritsen

Telephone: 775-784-9860

DocuSigned by:
Aaron Mouritsen
AARON MOURITSEN, CITY ATTORNEY

DATED: 1/19/2024

PLANNING DEPARTMENT

City of Fernley

Michele Rambo

Telephone: 775-784-9810

DocuSigned by:
Michele Rambo
MICHELE RAMBO, PLANNING DIRECTOR

DATED: 1/19/2024

CONTRACT

Contract for Professional Surveying Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of December 20, 2023, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

DocuSigned by:
Neal E McIntyre
NEAL E. MCINTYRE, MAYOR
DATED: 1/19/2024

ATTEST:

DocuSigned by:
Kimberly Swanson
KIM SWANSON, CITY CLERK
DATED: 1/19/2024

CONTRACT

Contract for Professional Surveying Services

George Nicholas agrees that DOWL, LLC is the Contractor and that George Nicholas is authorized to enter into a contract on DOWL's behalf, has read the foregoing contract, and understands the terms, conditions, and requirements thereof.

CONTRACTOR

DOWL, LLC

Business License #: BL23-6588

5510 Longley Lane

Reno, NV 89408

CONTRACTOR REPRESENTATIVE

George Nicholas

Survey Department Manager

Professional Land Surveyor

775-851-4788

gnicholas@dowl.com

DocuSigned by:

George Nicholas

GEORGE NICHOLAS, SURVEY DEPARTMENT MANAGER

DATED: 1/25/2024

CONTRACT

Contract for Professional Surveying Services

Attachment A – Scope of Work

Contractor shall review specific types of land division and land development applications and maps, legal descriptions, and related documents to advise the City of Fernley Planning Department whether the submitted documents match all currently recorded documents. Contractor shall review all land records and other sources of information that may relate to the property to provide professional advice to the Planning Department regarding any necessary corrections. Once all corrections have been completed, the Contractor shall provide a final approval of the application and map. Contractor shall be responsible for applying the seal of a Professional Land Surveyor and signing as City Surveyor for all documents reviewed by contractor that require it.

The preferred method of document certification is electronic; however, City reserves the right to request physical sealing and signature of documents. City will either mail documents to Contractor at City's expense or arrange an in-person appointment at either the Contractor's offices or, if Contractor consents, at Fernley City Hall.

DS
GN

Contractor's Initial

DS
MR

CoF Representative

CONTRACT
Contract for Professional Surveying Services

Attachment B – Fee Schedule

The following list of project types will be submitted to Contractor for professional review. The costs for initial review, first resubmittal review, and finalization (survey seal and signature as required) of each project type shall be as follows:

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Abandonment:	\$1,450
Amended Map:	\$1,450
Boundary Line Adjustment:	\$1,500
Certificate of Amendment:	\$ 850
Division of Land into Large Parcels, Final:	\$2,100
Parcel Map, Final:.....	\$2,100
Reversion to Acreage:	\$1,300
Roadway Dedication:.....	\$1,450
Subdivision Map, Final:	\$2,600 + \$20 per lot

The Contractor shall charge all revisions past the first revision, and all work for the City that cannot be tied to an existing project, at the rates listed on Contractor’s “Nevada Fee Schedule, Effective July 2, 2023”, which is attached to this exhibit. The Contractor shall verify with the City before conducting any work requested by a third party on the City’s behalf that will incur additional fees beyond the agreed upon project fee, such as questions from a City applicant surveyor, before conducting such work.

Invoices shall be submitted to the City of Fernley one time per month. Invoices shall be emailed to City of Fernley Planning Department at planning@cityoffernley.org and shall be itemized separately than other services provided for City of Fernley from Contractor. City agrees to pay all invoices within 30 days of receipt.

 Contractor's Initial

 CoF Representative

CONTRACT

Contract for Professional Surveying Services

Attachment C – Schedule of Services

If Contractor fails to return a complete review to City within the deadlines stipulated below greater than three times per calendar year, or any one review is delayed more than seven calendar days, City reserves the right to terminate this contract and seek services from another Contractor. The City shall not be liable for paying fees due for any outstanding reviews that City must submit to another Contractor for expedient review. Upon terminating this contract, City shall still be responsible for paying any outstanding fees due for other outstanding projects completed by Contractor within the agreed upon review period in attachment C.

Initial Review 10 business days
Re-review 5 business days

Business days are defined as 24-hour periods during which City Hall is open during regular business hours. Regular business hours are Monday – Friday, 8 AM to 5 PM, excepting federal and state holidays. A list of holidays observed by City Hall, from City of Fernley Personnel Manual, is attached to this exhibit.

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6. LEAVE PLANS

6.1. Holidays

6.1.1. Holidays Designated

The following holidays are recognized by the **City of Fernley** (NRS 236.015):

New Year's Day – January 1

Martin Luther King, Jr.'s Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Juneteenth – June 19

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day – Last Friday in October

Veterans Day – November 11

Thanksgiving Day – Fourth Thursday in November

Family Day – Friday following the fourth Thursday in November

Christmas Eve – December 24

Christmas Day – December 25

Any day declared a legal holiday by the President of the United States will be observed in accordance with the presidential proclamation. The **City of Fernley** will observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday.

6.1.2. Holiday Pay

Recognized holidays are typically non-work days. Each employee in a full-time, non-exempt position who is on paid status on his/her regularly scheduled work day before and after a holiday will be paid eight hours of pay at his/her rate of pay for each recognized holiday. Employees in less than full-time, non-exempt positions, who are on paid status on the day before and after a holiday will be paid for each recognized holiday at his/her rate of pay on a pro-rated basis. Casual, seasonal, temporary employees will not be paid unless they work on the holiday.

6.1.3. Weekend Holidays

For employees regularly assigned to work Mondays and/or Fridays, if a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday. When a holiday falls on Saturday or Sunday for an employee regularly scheduled to work on the Saturday or Sunday, the employee will observe the holiday on the Saturday or Sunday, unless an

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

and

DOWL, LLC
5510 Longley Lane
Reno, Nevada 89511

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

WHEREAS, it is deemed that the services of DOWL, LLC, (the "Contractor") are both necessary and in the best interests of the City; and

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. "City" means City of Fernley, County of Lyon, State of Nevada.
- b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2025, to the 30th day of June, 2026, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

DOWL, LLC
5510 Longley Lane
Reno, Nevada 89511

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

ATTACHMENT A: FEE SCHEDULE

ATTACHMENT B: N/A

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

8. **TIMELINESS OF BILLING SUBMISSION**. The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

10. CONTRACT TERMINATION.

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

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A Contract For Vueworks and Web Viewer Hosting

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

15. INDEMNIFICATION.

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

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

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

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A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

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

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

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Workers' Compensation and Employer's Liability Insurance:

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A Contract For Vueworks and Web Viewer Hosting

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

DOWL, LLC has entered into a contract with Owner to perform work from 7/1/2025 to 6/30/2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

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Commercial General Liability Insurance:

- 1) Minimum Limits required:

<u>\$1,000,000</u>	General Aggregate
<u>\$1,000,000</u>	Products & Completed Operations Aggregate
<u>\$1,000,000</u>	Personal and Advertising Injury
<u>\$1,000,000</u>	Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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Business Automobile Liability Insurance:

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

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

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Professional Liability Insurance:

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

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Umbrella or Excess Liability Insurance:

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

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Commercial Crime Insurance:

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

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Performance Security:

- 1) Amount required: **\$ 0**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.

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

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

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

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others,

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and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. STANDARD OF CARE: Contractor will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by professionals practicing in the same field, at the same time, and in the same or similar locality. Contractor represents that all services, deliverables, and/or work product under this Contract shall be completed in a manner consistent with standards in the trade, profession, or industry; shall conform to the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

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

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

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

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

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

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

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

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

CITY MANAGER, Deputy

City of Fernley

Lydia Altick, Deputy City Manager

Telephone: 775-784-9900

LYDIA ALTICK, Deputy City Manager

DATED: _____.

CITY ATTORNEY

City of Fernley

Aaron Mouritsen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

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

AARON MOURITSEN, City Attorney

DATED: _____.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Engineering Department

MARIA PAZ FERNANDEZ, City Engineer

DATED: _____.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of July 2, 2025, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED: _____.

ATTEST:

KIM SWANSON, CITY CLERK

DATED: _____.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

_____, being first duly sworn, deposes and says: That
_____ is the Contractor; that _____ has read the foregoing
Contract; and that _____ understands the terms, conditions, and
requirements thereof.

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

E-mail Address: _____

(Signature of Contractor)

DATED: _____.

CONTRACT

A Contract For Viewworks and Web Viewer Hosting

ATTACHMENT A



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(Possible Action) Review and possible action to approve a revised contract with DOWL Engineering to provide engineering plan review of Planning applications.

AGENDA ITEM BRIEF:

Due to workload challenges, the Engineering Department is no longer conducting internal reviews for the Planning Department's development applications. The Engineering Department proposed, and the City Council approved, a contract for outside consulting services at the April 2, 2025 meeting. Per the contract, DOWL Engineering will take over these reviews. However, the original contract did not take NRS-required timelines into account or provide for a seamless payment process. Therefore, the contract needs to be revised to better conform to the overall planning process.

RECOMMENDED MOTION:

If removed from Consent: I move to approve the revised contract with DOWL Engineering for engineering plan review of Planning applications.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Any motion that City Council feels is appropriate.

BACKGROUND:

Under the previous City Engineer, the Engineering Department was conducting internal reviews of development applications with some outside assistance from Shaw Engineering. When the City Engineer left the City, the process was reversed and Shaw Engineering became the main plan reviewer with assistance from the Engineering Department. However, with their workload and other clients, Shaw Engineering was not consistently providing timely reviews on Planning applications. Instead, this work was contracted to DOWL Engineering through a contract between DOWL and the Engineering Department approved by the City Council on April 2, 2025.

Unfortunately, this contract did not adequately consider the needs of the Planning Department and included processes and timelines that are not compatible with the timeline requirements imposed by NRS Chapter 278. In addition, the system to collect payment was cumbersome to the applicants and would exacerbate compliance issues related to NRS timelines. Therefore, the Planning Department has worked with DOWL to revise the contract to include a more accurate scope of work, a defined fee schedule, and compliant timeline requirements.

Like the contract that the Planning Department already has with DOWL for surveying review, the fees for engineering review will be added to the fee schedule to be paid up-front by the developers. DOWL will then provide monthly invoices, and the money collected by the City will be transferred to DOWL. This will be a “pass-through” fee that does not impact either revenues or expenses to the City.

A revision to the fee schedule will be needed to include this new outside review and will be presented during a later agenda item. It is also important to note that **no City of Fernley fees are changing**.

The list below shows the new fees to be added to the Planning Department submittal fees:

Application Types:

Abandonment/Vacation:	\$1,200
Administrative Review:	\$ 720
Conditional Use Permit:	\$2,160
Continuance:	\$ 300
Development Agreement:	\$2,880
Division of Land into Large Parcels, Final:	\$ 240
Division of Land into Large Parcels, Tentative:.....	\$ 420
Extension of Time:	\$ 600
Parcel Map, Final:	\$ 420
Parcel Map, Tentative:	\$1,920 + \$100 per lot
Planned Development:	\$4,320
Reversion to Acreage:	\$ 720
Roadway Dedication:	\$1,200
Subdivision Map, Final:	\$ 960
Subdivision Map, Tentative:.....	\$5,760 +\$50 per lot (100+lots)
Waiver:	\$1,320

Extras/Incidentals: \$120/hr

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

None - These are pass-through fees that the City collects and transfers to the consultant.

ATTACHMENTS:

1. 2025 Plan Review Contract - New
2. Original Contract - Signed

CONTRACT

Contract for Professional Plan Review Services

A contract between:

City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

and

DOWL, LLC
5510 Longley Lane
Reno, NV 8951

WHEREAS Nevada Revised Statutes ("NRS") Chapter 266.085 authorizes the City of Fernley, Nevada (the "City") to contract and be contracted with; and

WHEREAS the services of DOWL, LLC (the "Contractor") are both necessary and in the best interests of the City;

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

1. **REQUIRED APPROVAL.** This contract for services of an Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.
2. **DEFINITIONS.**
 - a. "City" means City of Fernley, County of Lyon, State of Nevada.
 - b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
 - c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from the date of adoption by City Council until the 30th day of June, 2026. This contract shall automatically renew beginning July 1, 2026, and renew on an annual basis on the 1st day of July each year, unless one party notifies the other party in writing of intent to cancel or renegotiate the contract at least 90 days before the renewal date.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the addresses specified herein.

Notice for the City
shall be sent to:

City of Fernley
Planning Department
595 Silver Lace Boulevard
Fernley, NV 89408

Notice for the Contractor
shall be sent to:

DOWL
Engineering Department
5510 Longley Lane
Reno, NV 89511

CONTRACT

Contract for Professional Plan Review Services

5. **SCOPE OF WORK**. Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in Attachment A.
7. **ATTACHMENTS**. This Contract incorporates the following attachments (the "Attachments"):
 - ATTACHMENT A: Scope of Work
 - ATTACHMENT B: Fee Schedule
 - ATTACHMENT C: Schedule of Services
8. **TIMELINESS OF BILLING SUBMISSION**. The parties agree that timeliness of billing is essential to this Contract and recognize that the City is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION AND AUDIT**.
 - a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada, or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
 - b. **Inspection and Audit**. Contractor agrees that the relevant books, records (written, electronic, computer-related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City. All subcontracts shall reflect the requirements of this paragraph.
 - c. **Period of Retention**. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

CONTRACT

Contract for Professional Plan Review Services

10. **CONTRACT TERMINATION.**

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- c. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- d. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or on a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (20).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

CONTRACT

Contract for Professional Plan Review Services

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
12. **ATTORNEY'S FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.
13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
15. **INDEMNIFICATION.**
 - A. With respect to negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

CONTRACT

Contract for Professional Plan Review Services

15. **INDEMNIFICATION (CONTINUED).**

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

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

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

CONTRACT

Contract for Professional Plan Review Services

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
19. **SEVERABILITY OF PARTS.** If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or by a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONTRACT

Contract for Professional Plan Review Services

23. **LOBBYING**. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- Any federal, state, county or local agency, legislature, commission, counsel, or board;
 - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel, or board.
24. **STANDARD OF CARE**. Contractor represents that all services, deliverables, and/or work product under this Contract shall be completed using that degree of care and skill ordinarily exercised under the same conditions by professionals practicing in the same field, at the same time and in the same or similar locality; shall conform to the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
25. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
26. **GOVERNING LAW; VENUE**. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

CONTRACT

Contract for Professional Plan Review Services

27. **INTEGRATED AGREEMENT.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
28. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
29. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information, and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation, and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
30. **MODIFICATION; NO WAIVER.** The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.
31. **INTERPRETATION OF AGREEMENT.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

CONTRACT

Contract for Professional Plan Review Services

32. **COOPERATION OF PARTIES**. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.
33. **NON-DISCRIMINATION**. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

REMAINDER OF PAGE PURPOSEFULLY LEFT BLANK.

CONTRACT

Contract for Professional Plan Review Services

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

DEPUTY CITY MANAGER

City of Fernley

Lydia Altick

Telephone: 775-784-9869

LYDIA ALTICK, DEPUTY CITY MANAGER

DATED: _____

CITY ATTORNEY

City of Fernley

Aaron Mouritsen

Telephone: 775-784-9860

AARON MOURITSEN, CITY ATTORNEY

DATED: _____

PLANNING DEPARTMENT

City of Fernley

Michele Rambo, AICP

Telephone: 775-784-9810

MICHELE RAMBO, AICP, PLANNING DIRECTOR

DATED: _____

CONTRACT

Contract for Professional Plan Review Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of July 2, 2025, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED: _____

ATTEST:

KIM SWANSON, CITY CLERK

DATED: _____

CONTRACT

Contract for Professional Plan Review Services

Chuck Reno agrees that DOWL, LLC is the Contractor and that Chuck Reno is authorized to enter into a contract on DOWL's behalf, has read the foregoing contract, and understands the terms, conditions, and requirements thereof.

CONTRACTOR

DOWL, LLC

Business License #: BL23-6588

5510 Longley Lane

Reno, NV 89408

CONTRACTOR REPRESENTATIVE

Chuck Reno, PE, WRS

Senior Engineer

775-851-4788

creno@dowl.com

CHUCK RENO, SENIOR ENGINEER

DATED: _____

CONTRACT

Contract for Professional Plan Review Services

Attachment A – Scope of Work

Contractor shall review specific types of planning and development applications, maps, technical studies, and related documents to advise the City of Fernley Planning Department whether the submitted documents comply with all current applicable Development Code requirements and Engineering design standards. Contractor shall also review any revised maps, technical studies, etc., that are resubmitted with changes.

For each application type, the Contractor shall:

- Review applications
- Provide initial review comments, corrections, and/or conditions of approval within 20 calendar days
- Review resubmitted/revised documents
- Provide re-review comments, corrections, and/or conditions of approval within 5 calendar days
- Attend Development Review meetings with applicants as requested by City of Fernley
- Attend Planning Commission and City Council meetings as requested by City of Fernley

In addition, the Contractor shall attend weekly Development Team meetings with City staff.

The preferred method of document transfer is electronic; however, City reserves the right to request physical transfer of documents when needed. City will provide a shared folder or drop box to facilitate these transfers.

CONTRACT

Contract for Professional Plan Review Services

Attachment B – Fee Schedule

The following list of project types will be submitted to Contractor for professional review. The total costs for initial review, first resubmittal review, and any required meetings for each project type shall be as follows:

Application Types:

Abandonment/Vacation:	\$1,200
Administrative Review:	\$ 720
Conditional Use Permit:	\$2,160
Continuance:	\$ 300
Development Agreement:	\$2,880
Division of Land into Large Parcels, Final:	\$ 240
Division of Land into Large Parcels, Tentative:	\$ 420
Extension of Time:	\$ 600
Parcel Map, Final:	\$ 420
Parcel Map, Tentative:	\$1,920 + \$100 per lot
Planned Development:	\$4,320
Reversion to Acreage:	\$ 720
Roadway Dedication:	\$1,200
Subdivision Map, Final:	\$ 960
Subdivision Map, Tentative:	\$5,760 + \$50 per lot (100+lots)
Waiver:	\$1,320

Extras/Incidentals: \$120/hr

The Contractor shall charge all revisions past the first revision, and all work for the City that cannot be tied to an existing project, at the rates listed on Contractor's "Nevada Fee Schedule, Effective July 6, 2025", which is attached to this exhibit. The Contractor shall verify with the City before conducting any work requested by a third party on the City's behalf that will incur additional fees beyond the agreed upon project fee, such as questions from an applicant, before conducting such work.

Invoices shall be submitted to the City of Fernley once per month. Invoices shall be emailed to City of Fernley Planning Department at planning@cityoffernley.org and shall be itemized (by City project number) separately from other services provided for City of Fernley from Contractor. City agrees to pay all invoices within 30 days of receipt.

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Contract for Professional Plan Review Services

Attachment C – Schedule of Services

If Contractor fails to return a complete review to City within the deadlines stipulated below greater than three times per calendar year, or if any one review is delayed more than seven calendar days, City reserves the right to terminate this contract and seek services from another Contractor. The City shall not be liable for paying fees due for any outstanding reviews that City must submit to another Contractor for expedient review. Upon terminating this contract, City shall still be responsible for paying any outstanding fees due for other outstanding projects completed by Contractor within the agreed upon review period in attachment C.

Initial Review 20 calendar days

Re-review 5 calendar days

Regular business hours are Monday – Friday, 8 AM to 5 PM, excepting federal and state holidays. A list of holidays observed by City Hall, from City of Fernley Personnel Manual, is attached to this exhibit.

CONTRACT

A Contract For On Call Engineering Review Services

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

and

DOWL, LLC
5510 Longley Lane
Reno, Nevada 89511

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

WHEREAS, it is deemed that the services of DOWL, LLC, (the "Contractor") are both necessary and in the best interests of the City; and

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. "City" means City of Fernley, County of Lyon, State of Nevada.
- b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the 2nd day of April, 2025, to the 30th day of June, 2026, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

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A Contract For On Call Engineering Review Services

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

DOWL, LLC
Attn: Chuck Reno
5510 Longley Lane
Reno, Nevada 89511

5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in Attachment A.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT B: N/A
ATTACHMENT C: N/A

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation,

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relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

10. CONTRACT TERMINATION.

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

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

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

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

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

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Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

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

15. INDEMNIFICATION.

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

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

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other

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

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

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

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

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

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

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

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Workers' Compensation and Employer's Liability Insurance:

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

DOWL, LLC has entered into a contract with Owner to perform work from 4/2/25 to 6/30/26 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

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Commercial General Liability Insurance:

- 1) Minimum Limits required:

<u>\$1,000,000</u>	General Aggregate
<u>\$1,000,000</u>	Products & Completed Operations Aggregate
<u>\$1,000,000</u>	Personal and Advertising Injury
<u>\$1,000,000</u>	Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover

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

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Business Automobile Liability Insurance:

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

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

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Professional Liability Insurance:

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

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Umbrella or Excess Liability Insurance:

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

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Commercial Crime Insurance:

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

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Performance Security:

- 1) Amount required: **\$ 0**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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

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

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

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither

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approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

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

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

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

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

22. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps,

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data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection. Such documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification of Contractor will be at Client's sole risk

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

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

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

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

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

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

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

26. STANDARD OF CARE: Contractor represents that all services, deliverables, and/or work product under this Contract shall be completed using that degree of care and skill ordinarily exercised under the same conditions by professionals practicing in the same field, at the same time and in the same or similar locality; shall conform to the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

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

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

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

Initial
Page 12 of 16
Contractor's Initial

Initial
MPF
CoF Representative

CONTRACT

A Contract For On Call Engineering Review Services

expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

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

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

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

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

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

Initial
Page 13 of 16
 Contractor's Initial

Initial
 CoF Representative

CONTRACT

A Contract For On Call Engineering Review Services

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

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

CITY MANAGER

City of Fernley Lydia Altick, Deputy City Manager on behalf of:
Benjamin Marchant
Telephone: 775-784-9900

Lydia Altick, Deputy
City Manager on
behalf of: Lydia Altick
BENJAMIN MARCHANT, CITY MANAGER
DATED this _____ day of 4/10/2025, 20_25_.

CITY ATTORNEY

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

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

Aaron Mouritsen
AARON MOURITSEN
DATED this _____ day of 4/7/2025, 20_25_.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: ENGINEERING

Maria Paz Fernandez
MARIA PAZ FERNANDEZ, Department Director
DATED this _____ day of 4/7/2025, 20_25_.

Initial
Page 14 of 16
MP Contractor's Initial

Initial
MPF CoF Representative

CONTRACT
A Contract For On Call Engineering Review Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of April 2,
2025, approved the acceptance of this Contract. Further, the City Council authorizes
the Mayor of Fernley, Nevada to set his hand to this document and record his signature
for the execution of this Contract in accordance with the action taken.

FERNLEY:

DocuSigned by:
Neal E McIntyre
NEAL E. MCINTYRE, MAYOR
DATED this 4/8/2025, 2025.

ATTEST:

Signed by:
Kim Swanson
KIM SWANSON, CITY CLERK
DATED this 4/7/2025, 2025.

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Page 15 of 16
MP Contractor's Initial

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MP CoF Representative

CONTRACT

A Contract For On Call Engineering Review Services

Brent Farr, being first duly sworn, deposes and says: That DOWL is the Contractor; that Brent Farr has read the foregoing Contract; and that Brent Farr understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Brent Farr

TITLE: Principal

FIRM: DOWL

BUSINESS LICENSE #: NV20151234066

Address: 5510 Longley Lane

City: Reno State: NV Zip Code: 89511

Telephone: 775-851-4788 / Fax #: _____

E-mail Address: bfarr@dowl.com

Signed by:

Brent Farr
(Signature of Contractor)

DATED this _____ day of 4/8/2025, 20__.

Initial
Page 16 of 16
BF Contractor's Initial

Initial
MPF CoF Representative



DOWL Project No.: _____

Exhibit A to Standard Agreement for Professional Services

Scope of Services

Introduction:

Client has requested DOWL to assist with two tasks: 1) Planning Department application reviews and 2) Building Department plan checking services.

Technical Support Services:

Task 1 – Planning Department Support Services

Objective

Client's request DOWL to perform planning engineering and surveying review support services. Client has an intake schedule for Planning Department applications published annually. Intakes are monthly (typically the second Tuesday of each month). Planning applications consist of Abandonment, Boundary Line Adjustments, Conditional Use Permits, Parcel Maps, and Zoning Map Amendments to name a few.

Approach

Work under this task includes:

- Setup and maintaining a SharePoint site for the transfer of digital files from Client to DOWL
- Develop a budget for each engineering or surveying review application supplied by the Client
- Perform engineering and/or surveying review on applications
- Perform markups along with "Conditions of Approval" for use in public meetings
- At the request of the Client, attend Planning Commission or City Council meetings to address, discuss and explain, conditions of approval.

Deliverables

The following deliverables will be delivered under this task:

- Letter of Review Estimates (LRE) provided to Client for each unique applicant
- Provide written comments on applications as needed
- When applicable, provide Draft PDF redlines of plans or maps
- When applicable, provide Final PDF redlines of plans or maps
- As needed provide Draft "Conditions of Approvals" to Client for review and acceptance
- As needed provide Final "Conditions of Approvals" to Client to provide to applicants

Assumptions

The following assumptions apply:

- Work will not commence without Client approval and acceptance of each LRE
- DOWL will not interact with applicants directly unless approved by the Client
- Site inspections are not required or provided
- DOWL reviews will not hinder DOWL from doing public or private work within the City of Fernley. DOWL will communicate all such conflicts with the City prior to issuing a LRE.



- DOWL recognizes there are adopted fee schedules for certain applications, LREs will conform to the schedules as possible. If the fees schedule is insufficient for the review, the LRE shall outline such.

Schedule

Schedule are to be outlined in the LRE but will typically be completed within 21 days from written authorization of the LRE. Complex projects may require additional time which will be outlined in the LRE.

Task 2 – Building Department Support Services

Objective

Client Request assistance with Building Department application review and comment. Development application may be submitted at any time and consist of residential, multi-family, commercial and industrial developments.

Approach

Work under this task includes:

- Setup and maintaining a SharePoint site for the transfer of digital files from Client to DOWL
- Develop a budget for each building permit review application (project site only) supplied by the Client
- Perform technical review of site drainage, utility, grading, general civil engineering and general surveying review on applications (no building code compliance reviews)
- Perform markups of submitted plans, specifications, construction budgets, and other provided application data
- Perform compliance checks on resubmittals from applicants

Deliverables

The following deliverables will be delivered under this task:

- Letter of Review Estimates (LRE) provided to Client for each unique applicant
- Provide redlined and written comments on applications as needed
- When applicable provide Draft PDF redlines of plans and project files
- When applicable provide Final PDF redlines of plans and project files
- Provide review acceptance letter to Client after review process is complete

Assumptions

The following assumptions apply:

- DOWL will not provide building compliance reviews, only site civil or surveying reviews
- Work will not commence without Client approval and acceptance of each LRE
- DOWL will not interact with applicants directly unless approved by the Client
- Site inspections are not required or provided
- DOWL reviews will not hinder DOWL from doing public or private work within the City of Fernley. DOWL will communicate all such conflicts with the City prior to issuing a LRE
- DOWL recognizes there are adopted fee schedules for certain applications, LREs will conform to the schedules as possible. If the fees schedule is insufficient for the review, the LRE shall outline.



such.

Schedule

Schedule are to be outlined in the LRE but will typically be completed within 21 days from written authorization of the LRE. Complex projects may require additional time which will be outlined in the LRE.



DOWL Project No.: _____

Exhibit B to Standard Agreement for Professional Services

Payment Schedule and Reimbursable Expenses

NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$185	Engineer IX	\$250
Accounting Technician	\$120	Engineer X	\$265
Administrative Assistant	\$95	Engineering Technician I	\$100
Administrative Manager	\$125	Engineering Technician II	\$115
Biologist I	\$130	Engineering Technician III	\$125
Biologist II	\$140	Engineering Technician IV	\$140
Biologist III	\$150	Engineering Technician V	\$155
Biologist IV	\$160	Engineering Technician VI	\$175
Biologist V	\$205	Environmental Specialist I	\$120
CAD Drafter I	\$105	Environmental Specialist II	\$135
CAD Drafter II	\$120	Environmental Specialist III	\$140
CAD Drafter III	\$130	Environmental Specialist IV	\$150
CAD Drafter IV	\$140	Environmental Specialist V	\$155
CAD Drafter V	\$150	Environmental Specialist VI	\$190
Senior CAD Drafter	\$170	Environmental Specialist VII	\$210
Civil and Transportation Designer	\$135	Environmental Specialist VIII	\$225
Senior Civil and Transportation Designer	\$170	Environmental Specialist IX	\$245
Contract Administrator I	\$160	Environmental Specialist X	\$265
Contract Administrator II	\$185	Field Project Representative I	\$130
Corporate Development Manager	\$230	Field Project Representative II	\$145
Cultural Resources Specialist I	\$120	Field Project Representative III	\$155
Cultural Resources Specialist II	\$140	Field Project Representative IV	\$170
Cultural Resources Specialist III	\$145	Field Project Representative V	\$210
Cultural Resources Specialist IV	\$180	Geologist I	\$135
Cultural Resources Specialist V	\$195	Geologist II	\$145
Document Production Supervisor	\$150	Geologist III	\$155
Engineer I	\$130	Geologist IV	\$175
Engineer II	\$140	Geologist V	\$205
Engineer III	\$155	GIS Coordinator	\$175
Engineer IV	\$175	GIS Manager	\$185
Engineer V	\$195	GIS Specialist	\$145
Engineer VI	\$205	GIS Technician	\$110
Engineer VII	\$215	Graphics Designer	\$130
Engineer VIII	\$225	Senior Graphics Designer	\$165



Description	Rate	Description	Rate
Hydrogeologist I	\$140	Professional Land Surveyor IV	\$150
Hydrogeologist II	\$165	Professional Land Surveyor V	\$160
Hydrogeologist III	\$195	Professional Land Surveyor VI	\$165
Sr. Hydrogeologist	\$225	Professional Land Surveyor VII	\$175
Intern I	\$85	Professional Land Surveyor VIII	\$185
Intern II	\$105	Professional Land Surveyor IX	\$210
Laboratory Manager	\$125	Professional Land Surveyor X	\$220
Laboratory Supervisor	\$105	Professional Land Surveyor XI	\$255
Landscape Architect I	\$130	Project Administrator	\$135
Landscape Architect II	\$145	Project Assistant I	\$115
Landscape Architect III	\$160	Project Assistant II	\$130
Landscape Architect IV	\$175	Project Controller	\$165
Landscape Architect V	\$190	Senior Project Controller	\$185
Landscape Architect VI	\$200	Project Manager I	\$160
Landscape Architect VII	\$210	Project Manager II	\$175
Landscape Designer I	\$95	Project Manager III	\$190
Landscape Designer II	\$115	Project Manager IV	\$205
Marketing Assistant	\$105	Project Manager V	\$220
Marketing Coordinator	\$135	Project Manager VI	\$235
Marketing & Administrative Manager	\$225	Project Manager VII	\$250
Materials Technician I	\$95	Proposal Manager	\$140
Materials Technician II	\$105	Senior Proposal Manager	\$210
Lead Materials Technician	\$115	Public Involvement Assistant	\$115
Senior Materials Technician	\$125	Public Involvement Coordinator	\$155
Materials Manager	\$130	Public Involvement Planner	\$135
Planner I	\$120	Public Involvement Program Manager	\$200
Planner II	\$145	Real Estate Services Manager	\$180
Planner III	\$160	Right of Way Agent I	\$125
Planner IV	\$175	Right of Way Agent II	\$140
Planner V	\$190	Right of Way Agent III	\$155
Planner VI	\$200	Right of Way Agent IV	\$170
Planner VII	\$210	Right of Way Agent V	\$185
Planner VIII	\$225	Right of Way Agent VI	\$215
Planner IX	\$240	Right of Way Assistant	\$115
Planner X	\$280	Risk Manager	\$200
Planning Technician	\$110	Senior Manager I	\$240
Professional Land Surveyor I	\$120	Senior Manager II	\$260
Professional Land Surveyor II	\$130	Senior Manager III	\$270
Professional Land Surveyor III	\$140	Senior Manager IV	\$295



Description	Rate	Description	Rate
Senior Manager V	\$315	Survey Technician -- Supervisor	\$155
Senior Manager VI	\$335	Systems Administrator	\$155
Survey Technician I	\$90	Technical Coordinator	\$180
Survey Technician II	\$95	Utility Operator	\$145
Survey Technician III	\$100	Water Resource Specialist	\$195
Survey Technician IV	\$115	Water Rights Specialist I	\$160
Survey Technician IX	\$170	Water Rights Specialist II	\$190
Survey Technician V	\$120	Water Rights Specialist III	\$220
Survey Technician VI	\$130	Water Rights Technician I	\$105
Survey Technician VII	\$145	Water Rights Technician II	\$115
Survey Technician VIII	\$160	Water Rights Technician III	\$125

Survey Crews

One-Person Survey Crew	=	\$160 / hour
One-Person Survey Crew GPS/Robotics	=	\$180 / hour
Two-Person Survey Crew	=	\$240 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$280 / hour
Two-Person Survey Crew GPS/Robotics	=	\$255 / hour
Three-Person Survey Crew	=	\$350 / hour

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.10/mile
Vehicle Usage – Trucks & SUV's	=	\$1.30/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m.-3:00 p.m.), and dinner (3:00 p.m. to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1 st and Last Day	Per Diem Rate
Elko	\$13.00	\$15.00	\$26.00	\$5.00	\$44.25	\$59.00
Reno	\$16.00	\$17.00	\$31.00	\$5.00	\$51.75	\$69.00

For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>



Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Maria Paz Fernandez, City Engineer

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve a Contract with DOWL, Reno, NV, for Strategic Asset Management Program Support for professional services related to the continued implementation, training, and technical support of the City's GIS and WebGIS viewer through ArcGIS Online, in an amount not to exceed \$60,000.

AGENDA ITEM BRIEF:

This agenda item will renew a contract with DOWL Reno, NV so that the engineering department can continue to utilize their services for on-call GIS services, and the ArcGIS online service.

RECOMMENDED MOTION:

"I move to approve a contract with DOWL Reno, NV for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and VueWorks) in an amount not to exceed \$60,000"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not approve of the contract. If Council were to not approve the contract, staff would then need to purchase the software and implement the programs in-house.

BACKGROUND:

The City of Fernley has utilized DOWL Reno, NV for these services since 2012. The City of Fernley has a part time GIS Technician that frequently works with DOWL Reno, NV to resolve issues with the City's spatial data and update the data as construction projects are completed or new development takes place. The engineering department continues to work toward creating an asset management program for the City's water, sewer and storm drain system, however, staffing losses and increased demand from permitting new development has slowed progress.

The Nevada Revised Statutes require municipalities like the City of Fernley to award professional services such as professional services based on qualifications; not location or lowest price. Staff has determined that DOWL Reno, NV is the most qualified firm to perform the job and feel their quote is reasonable. If approved, Staff will move forward with issuing DOWL Reno, NV the contract to perform the work. The contract will be based on actual time and materials. The contract has a not-to-exceed amount of \$60,000.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

\$60,000 is currently budgeted for FY 26 Engineering Budget.

ATTACHMENTS:

1. CityOfFernley_FY26_GIS_Services_Contract



DOWL Project No.:

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 1, 2025 and shall expire June 30, 2026 between **City of Fernley (Client)** and **DOWL, Reno, NV (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:

City of Fernley GIS Services FY26

The purpose of this project is to provide professional services related to the continued implementation, training, and technical support of the City's GIS and WebGIS viewer through ArcGIS Online

Representatives: **CLIENT:** City of Fernley

DOWL: DOWL, Reno, NV

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL:

Reimbursement shall be on a **Time and Materials Basis**, (with a not-to-exceed total of **\$60,000**). DOWL shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)

Exhibit A - Scope of Services

Exhibit B - DOWL rate schedule

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.



IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Accepted for **Client:**

By: _____

Title: _____

Date: _____

Accepted for **DOWL:**

By: _____

Title: GIS Manager, Reno

Date: 6/5/2025

Tax ID No or 92-0166301

SSN: _____



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's sub consultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. Insurance

DOWL will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this contract as required



by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.

2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

DOWL will not be responsible for the quality of work for any person or entity (not including DOWL, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
3. Providing surety bonding or insurance-related advice,

recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or

4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. A party's total liability to the other party and anyone claiming by, through or under the other party for any



claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, DOWL and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

E. Limitation of Liability

Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of DOWL and DOWL's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through or under Client for any and all claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to DOWL's services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall not exceed the total amount of \$50,000 or two times the total compensation received by DOWL under this Agreement, whichever is greater.

F. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

G. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

H. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall

invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

I. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Nevada, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance.

J. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

K. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

L. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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EXHIBIT A SCOPE OF WORK

City of Fernley Fiscal Year 2026 GIS Services

INTRODUCTION

DOWL (DOWL) is pleased to present this scope of work to the City of Fernley (City) to provide professional services related to the continued implementation, training, and technical support of the City's GIS and WebGIS viewer through ArcGIS Online (AGOL).

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

- Task 1 – Project Management
- Task 2 – Professional Services
- Task 3 – Technical Support and Maintenance

SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this scope of work within the approved budget and schedule.

Approach

DOWL will routinely review project progress and communicate project status on a regular basis to the City. Communication will be through email and telephone. This task will include the following activities:

- Project administration, monthly invoicing, scheduling, maintenance, cost control, filing, resource allocation, subconsultant management (if required), and routine communications.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the City.

Deliverables

The following deliverables will be submitted under this task:

- Monthly status reports

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.

- Project-related issues will be identified, communicated, and resolved.

Task 2 – Professional Services

Objective

Provide professional GIS services to the City.

Approach

DOWL will work with the City to improve the accuracy and comprehensiveness of the GIS and help develop internal and field web applications. Anticipated activities include:

- Development of GIS solutions or tools.
- Improve access to ArcGIS Online (AGOL) for real time edits and updates.
- Database development services.
- Interactive meetings to refine asset management needs, goals and review current progress.

Deliverables

While this task does not include any formal deliverables, examples of items that might be provided to the City are:

- Updated ESRI® ArcGIS Online portal / geodatabase files.
- New process & steps to access ArcGIS Online portal.
- Technical help with AGOL portal.
- Technical support for editing in an AGOL portal environment.
- Technical memoranda documenting methodology used.
- Summary maps (if requested).

Assumptions

The following assumptions apply:

- The City will provide DOWL with a “Creator” level named user on their AGOL.
- Development of web applications for displaying City GIS information will be at City’s request.
- The City will assist DOWL in scheduling the key meetings for City employees as necessary.

Task 3 – Technical Support and Maintenance

Objective

Provide GIS database updates to the AGOL viewer, provide maintenance services to ensure continuous web viewer performance, and provide on-call training and technical support for City staff.

Approach

DOWL will provide on-site and remote technical support for City GIS staff and will update the AGOL viewer application with City's edited GIS data or with other regional data as it becomes available. This task will include the following activities:

- Monthly updates/maintenance to the web application.
- Monthly backup of ArcGIS Online portal data.
- Technical support to maintain the functionality of the WebGIS viewer.
- Onsite training and remote support if necessary.

Deliverables

This task does not include any formal deliverables.

Assumptions

The following assumptions apply:

- Larger projects or database updates will be provided as part of task 2.

SCHEDULE

Notice to Proceed:	July 1, 2025
Contract Terminates	June 30, 2026

BUDGET

Task 1	Project Management	\$1,000
Task 2	Professional Services	\$54,000
Task 3	Technical Support and Maintenance	\$5,000
TOTAL:		\$60,000



NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$194	Engineer VI	\$215
Accounting Technician	\$126	Engineer VII	\$226
Administrative Assistant	\$100	Engineer VIII	\$236
Administrative Manager	\$131	Engineer IX	\$263
Biologist I	\$137	Engineer X	\$278
Biologist II	\$147	Engineering Technician I	\$105
Biologist III	\$158	Engineering Technician II	\$121
Biologist IV	\$168	Engineering Technician III	\$131
Biologist V	\$215	Engineering Technician IV	\$147
CAD Drafter I	\$110	Engineering Technician V	\$163
CAD Drafter II	\$126	Engineering Technician VI	\$184
CAD Drafter III	\$137	Environmental Specialist I	\$126
CAD Drafter IV	\$147	Environmental Specialist II	\$142
CAD Drafter V	\$158	Environmental Specialist III	\$147
Senior CAD Drafter	\$179	Environmental Specialist IV	\$158
Civil and Transportation Designer	\$142	Environmental Specialist V	\$163
Senior Civil and Transportation Designer	\$179	Environmental Specialist VI	\$200
Contract Administrator I	\$168	Environmental Specialist VII	\$221
Contract Administrator II	\$194	Environmental Specialist VIII	\$236
Corporate Development Manager	\$242	Environmental Specialist IX	\$257
Cultural Resources Specialist I	\$126	Environmental Specialist X	\$278
Cultural Resources Specialist II	\$147	Field Project Representative I	\$137
Cultural Resources Specialist III	\$152	Field Project Representative II	\$152
Cultural Resources Specialist IV	\$189	Field Project Representative III	\$163
Cultural Resources Specialist V	\$205	Field Project Representative IV	\$179
Cultural Resources Specialist VI	\$221	Field Project Representative V	\$221
Cultural Resources Specialist VII	\$236	Geologist I	\$142
Cultural Resources Specialist VIII	\$252	Geologist II	\$152
Document Production Supervisor	\$158	Geologist III	\$163
Engineer I	\$137	Geologist IV	\$184
Engineer II	\$147	Geologist V	\$215
Engineer III	\$163	GIS Coordinator	\$184
Engineer IV	\$184	GIS Manager	\$194
Engineer V	\$205	GIS Specialist	\$152



Description	Rate	Description	Rate
GIS Technician	\$116	Professional Land Surveyor I	\$126
Graphic Designer	\$158	Professional Land Surveyor II	\$137
Senior Graphic Designer	\$185	Professional Land Surveyor III	\$147
Hydrogeologist I	\$147	Professional Land Surveyor IV	\$158
Hydrogeologist II	\$173	Professional Land Surveyor V	\$168
Hydrogeologist III	\$205	Professional Land Surveyor VI	\$178
Sr. Hydrogeologist	\$236	Professional Land Surveyor VII	\$189
Intern I	\$89	Professional Land Surveyor VIII	\$205
Intern II	\$110	Professional Land Surveyor IX	\$221
Laboratory Manager	\$131	Professional Land Surveyor X	\$231
Laboratory Supervisor	\$110	Professional Land Surveyor XI	\$268
Landscape Architect I	\$137	Project Administrator	\$142
Landscape Architect II	\$152	Project Assistant I	\$121
Landscape Architect III	\$168	Project Assistant II	\$137
Landscape Architect IV	\$184	Project Controller	\$173
Landscape Architect V	\$200	Senior Project Controller	\$194
Landscape Architect VI	\$210	Project Manager I	\$168
Landscape Architect VII	\$221	Project Manager II	\$184
Landscape Designer I	\$100	Project Manager III	\$200
Landscape Designer II	\$121	Project Manager IV	\$215
Marketing Assistant	\$110	Project Manager V	\$231
Marketing Coordinator	\$147	Project Manager VI	\$247
Marketing & Administrative Manager	\$236	Project Manager VII	\$263
Materials Technician I	\$100	Proposal Manager	\$185
Materials Technician II	\$110	Senior Proposal Manager	\$225
Lead Materials Technician	\$121	Public Involvement Assistant	\$121
Senior Materials Technician	\$131	Public Involvement Coordinator	\$163
Materials Manager	\$137	Public Involvement Planner	\$142
Planner I	\$126	Public Involvement Program Manager	\$210
Planner II	\$152	Real Estate Services Manager	\$189
Planner III	\$168	Right of Way Agent I	\$131
Planner IV	\$184	Right of Way Agent II	\$147
Planner V	\$200	Right of Way Agent III	\$163
Planner VI	\$210	Right of Way Agent IV	\$179
Planner VII	\$221	Right of Way Agent V	\$194
Planner VIII	\$236	Right of Way Agent VI	\$226
Planner IX	\$252	Right of Way Assistant	\$121
Planner X	\$294	Risk Manager	\$210
Planning Technician	\$116	Senior Manager I	\$252



Description	Rate	Description	Rate
Senior Manager II	\$273	Survey Technician VIII	\$168
Senior Manager III	\$284	Survey Technician -- Supervisor	\$163
Senior Manager IV	\$310	Systems Administrator	\$163
Senior Manager V	\$331	Technical Coordinator	\$189
Senior Manager VI	\$352	Utility Operator	\$152
Survey Technician I	\$95	Water Resource Specialist	\$205
Survey Technician II	\$100	Water Rights Specialist I	\$168
Survey Technician III	\$105	Water Rights Specialist II	\$200
Survey Technician IV	\$121	Water Rights Specialist III	\$231
Survey Technician IX	\$179	Water Rights Technician I	\$110
Survey Technician V	\$126	Water Rights Technician II	\$121
Survey Technician VI	\$137	Water Rights Technician III	\$131
Survey Technician VII	\$152		

Survey Crews

One-Person Survey Crew	=	\$168 / hour
One-Person Survey Crew GPS/Robotics	=	\$189 / hour
Two-Person Survey Crew	=	\$252 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$294 / hour
Two-Person Survey Crew GPS/Robotics	=	\$268 / hour
Three-Person Survey Crew	=	\$368 / hour

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.15/mile
Vehicle Usage – Trucks & SUV's	=	\$1.35/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m. to 3:00 p.m.), and dinner (3:00 p.m. to midnight).

Per diem will be charged using the most recently published federal travel rate for each location.

Per diem rates by city: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the updated job description for Animal Control Officer I/II.

AGENDA ITEM BRIEF:

Animal Control job description

RECOMMENDED MOTION:

"I MOVE TO ADOPT THE UPDATED JOB DESCRIPTION FOR THE ANIMAL CONTROL OFFICER I/II"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to adopt the updated job description at this time.

BACKGROUND:

The changes were made to reflect the actual duties performed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Animal Control Officer Job Description

CITY OF FERNLEY
Animal Control Officer I/II

Salary Range: ACO-I \$19.70 Hrly / \$28.14 Hrly

Salary Range: ACO-II \$24.29 Hrly / \$32.80 Hrly

FLSA Status: Non-exempt

Created: 09.07.2005

Approved Revision:

DEFINITION

Under general supervision, enforces animal control ordinances and regulations in accordance with state and local laws; works in cooperation with the City Attorney's office, Police/Sheriff's office and other city departments to enforce and prosecute said ordinances and regulations.

DISTINGUISHING CHARACTERISTICS

The Animal Control Officer is distinguished from other classes by its responsibility for enforcing City ordinances and regulations relating to animal control within the City of Fernley. Work is accomplished by detecting, preventing, and investigating violations or ordinances related to animal control

ESSENTIAL FUNCTIONS: *Performance of these functions is the reason this job exists. Employee may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.*

1. Enforces and applies state and local ordinances and regulations pertaining to animal control.
2. Patrols assigned areas within the City to detect and prevent violations of animal control ordinances and regulations; responds to incidents including stray animals, animal bites, noise complaints, and animal cruelty.
3. Chases, apprehends, impounds, and transports domestic, farm, exotic, and wild animals that are stray, injured, diseased, mistreated or dangerous animals; uses catch poles and traps to capture and impound animals; may use tranquilizer guns to subdue vicious and fractious animals; places animals in animal service vehicle; transports captured animals to the City's animal shelter animal hospital or rescue/rehabilitation center.
4. Investigates incidents involving animal cruelty, animal bites, and animal nuisances reported by members of the public; interviews complainants, victims, and witnesses in order to collect information on possible violations of animal control laws, ordinances, and regulations; identifies, collects, and preserves evidence pertaining to investigations of animal cruelty; identifies the owners of animals that are the subject of an investigation.
5. Gives verbal warnings, written warnings, citations, and notices of civil penalties to animal owners and animal handlers who have violated ordinances and regulations related to animal control.
6. Prepares incident and citation reports; completes all forms pertaining to animal control activities; and maintains records and logs such as the number of calls for service and the number of euthanasia procedures performed.
7. Issues licenses for dogs, may issue licenses in conjunction with rabies clinics.
8. Provides information to members of the public and representatives from outside agencies on animal control ordinances and regulations and animal care methods and techniques.
9. Establishes quarantines in designated locations based on information collected on reported incidents involving animals with rabies, the condition of animals, and whether infected and exposed animals have received previous vaccinations for rabies.
10. Performs first aid on injured animals by applying splints, tourniquets, blankets, muzzles, and other related medical supplies and equipment.

- Remain calm during stressful and highly charged emotional situations involving animals, animal owners, victims, and witnesses;
- Deal effectively with persons who are hostile or angry. Ability to operate a two-way portable radio, animal control service vehicle, catch poles, traps, needles, syringes, computers, and modern office equipment.

MINIMUM QUALIFICATIONS: Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

Education, Training, and Work Experience

Graduation from high school, or the equivalent, and one (1) year of experience providing care for animals within an animal shelter, veterinary office, animal hospital, or other closely related agency or organization. Previous work experience must have included contact with the public.

Experience as an Animal Control Officer for a public or law enforcement agency is desirable.

Special Requirements, Licenses, and Certificates

Must possess appropriate Nevada Driver's License at time of hire and maintain a satisfactory driving record.

Animal Control Officer I:

Incumbents must possess a Level I Academy of the National Animal Care and Control Association certification at time of hire or obtain within one (1) year of hire date.

Animal Control Officer II:

To be promoted to Animal Control Officer II, incumbents must possess a Level II Academy of the National Animal Care and Control Association certification. Must comply with continuing education requirements to maintain certification.

WORKING ENVIRONMENT The primary work setting involves operating an animal service vehicle and working on the scene of animal control situations. Frequently exposed to disagreeable weather conditions such as extremes of cold, heat, dampness, wind, dust, and fumes. Exposure to dead, injured, and diseased animals and animal waste products. Incumbents are exposed to loud noises and unpleasant sights, sounds, and odors when handling animals that are stray, injured, diseased, and dangerous. Incumbents are also exposed to animal carcasses. Euthanasia or destruction of animals may be considered extremely disagreeable. Periodic contact with upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events.

PHYSICAL DEMANDS *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.)*

Strength and stamina to drive and walk for long distances; stamina and flexibility to bend, squat, twist, reach, walk, and run on irregular surfaces; strength and stamina to regularly chase, control, lift, and carry live and dead animals; strength, stamina, and dexterity to climb to heights; ability to carry or move cages, food, and equipment; ability to work in confined spaces; hearing to perceive spoken

CITY OF FERNLEY
Animal Control Officer I/II

Salary Range: ACO-I \$19.31 Hrly / \$27.59 Hrly

Salary Range: ACO-II \$23.81 Hrly / \$32.17 Hrly

FLSA Status: Non-exempt

Created: 09.07.2005

Approved Revision: 06.01.2016

DEFINITION

Under general supervision, enforces animal control ordinances and regulations in accordance with state and local laws; works in cooperation with the City Attorney's office, Police/Sheriff's office and other city departments to enforce and prosecute said ordinances and regulations.

DISTINGUISHING CHARACTERISTICS

The Animal Control Officer is distinguished from other classes by its responsibility for enforcing City ordinances and regulations relating to animal control within the City of Fernley. Work is accomplished by detecting, preventing, and investigating violations or ordinances related to animal control.

ESSENTIAL FUNCTIONS: *Performance of these functions is the reason this job exists. Employee may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.*

1. Enforces and applies state and local ordinances and regulations pertaining to animal control.
2. Patrols assigned areas within the City to detect and prevent violations of animal control ordinances and regulations; responds to incidents including stray animals, animal bites, noise complaints, and animal cruelty.
3. Chases, apprehends, impounds, and transports domestic, farm, exotic, and wild animals that are stray, injured, diseased, mistreated or dangerous animals; uses catch poles and traps to capture and impound animals; may use tranquilizer guns to subdue vicious and fractious animals; places animals in animal service vehicle; transports captured animals to the City's animal shelter animal hospital or rescue/rehabilitation center.
4. Investigates incidents involving animal cruelty, animal bites, and animal nuisances reported by members of the public; interviews complainants, victims, and witnesses in order to collect information on possible violations of animal control laws, ordinances, and regulations; identifies, collects, and preserves evidence pertaining to investigations of animal cruelty; identifies the owners of animals that are the subject of an investigation.
5. Gives verbal warnings, written warnings, citations, and notices of civil penalties to animal owners and animal handlers who have violated ordinances and regulations related to animal control.
6. Prepares incident and citation reports; completes all forms pertaining to animal control activities; and maintains records and logs such as the number of calls for service and the number of euthanasia procedures performed.
7. Issues licenses for dogs, may issue licenses in conjunction with rabies clinics.
8. Provides information to members of the public and representatives from outside agencies on animal control ordinances and regulations and animal care methods and techniques.
9. Establishes quarantines in designated locations based on information collected on reported incidents involving animals with rabies, the condition of animals, and whether infected and exposed animals have received previous vaccinations for rabies.
10. Performs first aid on injured animals by applying splints, tourniquets, blankets, muzzles, and other related medical supplies and equipment.
11. Picks up dead animals found in public streets and rights of way; disposes of animal carcasses by means of transport to approved disposal process and disposal facility.

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12. Testifies in court and at hearings on the enforcement of animal control citations and other matters relating to animal control.
13. Performs kennel duties as required by handling, feeding, cleaning, and providing care to animals; maintains the sanitary conditions of kennels.
14. Performs clerical duties as required by answering phones and assisting members of the public.
15. Performs minor maintenance on catchpoles, traps, cages, and kennels; may perform minor maintenance on animal control service vehicles.
16. Contacts patrol officers to provide support in animal control investigations and to arrest violators of animal control laws, ordinances, and regulations during appropriate situations. Assists patrol officers and investigators by handling animals that are present at crime scenes.
17. Performs related duties and responsibilities as required, and ability and flexibility to work varying shifts as assigned.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge, Skills and Abilities

Thorough knowledge of:

- Ordinances and regulations of the Fernley Municipal Code pertaining to animal control; Lyon County Sheriff Department rules, regulations, policies and procedures related to the City's animal services and the City and County Animal Shelter contract provisions;
- Nevada Revised Statutes pertaining to animal control and animal cruelty; criminal and civil matters pertaining to animal control;
- Geography of the City of Fernley and locations of various sites within the City; health and hygiene of animals; characteristics, habits, and behaviors of various breeds of cats and dogs;
- Practices and procedures pertaining to the safe handling and proper care of animals; methods and techniques used to capture and impound animals in a safe and humane manner;
- Safety precautions and hazards arising out of the handling of sick and/or aggressive animals;
- Basic methods of subduing animals and protecting onlookers;
- Methods and techniques used to administer first aid to animals;
- Investigative techniques;

Ability to:

- Communicate and interact courteously and effectively with the general public, other law enforcement personnel, and animal control providers;
- Capture, impound, move, feed, and handle animals without causing harm or injury to the animal;
- Identify breeds and characteristics of animals;
- Perform first aid on injured animals;
- Clean and maintain kennels using the appropriate cleaning supplies, equipment, and chemicals;
- Detect symptoms of animal diseases; follow safety procedures in controlling and handling animals;
- Maintain accurate records and logs; communicate effectively verbally and in writing;
- Work independently and use proper judgment in carrying out the duties of an Animal Control Officer;
- Remain calm during stressful and highly charged emotional situations involving animals, animal owners, victims, and witnesses;
- Deal effectively with persons who are hostile or angry. Ability to operate a two-way portable

Deleted: <#>Contacts patrol officers to provide support in animal control investigations and to arrest violators of animal control laws, ordinances, and regulations during appropriate situations.¶
Assists patrol officers and investigators by handling animals that are present at crime scenes. ¶

Deleted: <#>Willingness to comply with Departmental rules, regulations, policies, and procedures; wear a uniform shirt and assigned issued safety/defensive equipment and comply with Departmental grooming standards.¶
Works cooperatively with supervisors and management in managing his/her stress in the workplace.¶
Regular, dependable attendance and punctuality

Deleted: <#>¶

Deleted: <#>Assists with basic code compliance complaints and violations through the Building Department, including weed compliance, vehicle compliance, debris compliance and similar compliance issues by making contact with residents and/or leaving a 10-day notice of violation warning. (Not to include any building code compliance issues.)¶

Deleted: Federal laws and regulations pertaining to endangered animals;

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Deleted: and to perform euthanasia procedures on animals;

Deleted: Municipal code and the International Property Maintenance Code for basic residential compliance including weed compliance, vehicle compliance, debris compliance and similar compliance issues referring to Essential Function #23 from above.¶

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Deleted: follow appropriate euthanasia procedures;

radio, animal control service vehicle, catch poles, traps, needles, syringes, computers, and modern office equipment.

MINIMUM QUALIFICATIONS: Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

Education, Training, and Work Experience

Graduation from high school, or the equivalent, and one (1) year of experience providing care for animals within an animal shelter, veterinary office, animal hospital, or other closely related agency or organization. Previous work experience must have included contact with the public.

Experience as an Animal Control Officer for a public or law enforcement agency is desirable.

Special Requirements, Licenses, and Certificates

Must possess appropriate Nevada Driver's License at time of hire and maintain a satisfactory driving record.

Animal Control Officer I:

Incumbents must possess a Level I Academy of the National Animal Care and Control Association certification at time of hire or obtain within one (1) year of hire date.

Animal Control Officer II:

To be promoted to Animal Control Officer II, incumbents must possess a Level II Academy of the National Animal Care and Control Association certification. Must comply with continuing education requirements to maintain certification.

WORKING ENVIRONMENT The primary work setting involves operating an animal service vehicle and working on the scene of animal control situations. Frequently exposed to disagreeable weather conditions such as extremes of cold, heat, dampness, wind, dust, and fumes. Exposure to dead, injured, and diseased animals and animal waste products. Incumbents are exposed to loud noises and unpleasant sights, sounds, and odors when handling animals that are stray, injured, diseased, and dangerous. Incumbents are also exposed to animal carcasses. Euthanasia or destruction of animals may be considered extremely disagreeable. Periodic contact with upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events.

PHYSICAL DEMANDS *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.)*

Strength and stamina to drive and walk for long distances; stamina and flexibility to bend, squat, twist, reach, walk, and run on irregular surfaces; strength and stamina to regularly chase, control, lift, and carry live and dead animals; strength, stamina, and dexterity to climb to heights; ability to carry or move cages, food, and equipment; ability to work in confined spaces; hearing to perceive spoken communications in noisy environments; coordination and dexterity to perform several tasks simultaneously when handling animals; manual dexterity, motor skills, and cognitive ability to write reports and complete forms either by hand or via computer; periodic moving or lifting of objects weighing up to 50 pounds and occasional moving of objects weighing up to 100 pounds.

Deleted: In order to maintain employment, incumbent must obtain International Property Maintenance Code certification within two (2) years of hire date.

Deleted: ; and obtain International Property Maintenance Code certification and have completed two (2) years of service as an Animal Control Officer I.

Deleted: ¶

The job description does not constitute an employment agreement between the City and employee. It is subject to change at any time by the City at its sole discretion.

Employee's Acknowledgment: I acknowledge that I have read and understand the above job description and have received a copy for my records.

Signed _____

Date _____

DRAFT



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Robert Carson, Finance Director

FINANCIAL IMPACT:

Yes:

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

ACTION REQUESTED: Consent

AGENDA ITEM:

(For possible action) to approve the contract extension between the City of Fernley and Atlanta Capital for investment and related services.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

GL No. 225-575-730

ACTION REQUESTED: Motion

AGENDA ITEM:

A discussion and possible action to approve Additional Service Request (ASR.03) to TSK's current Community Response and Resource Center contract.

AGENDA ITEM BRIEF:

ASR.03 represents additional design/engineering, and construction administration services in the amount of \$258,590 (hourly and expenses not to exceed) with TSK to complete the Early Learning Center (ELC) design to 100% construction documents. Services include civil engineering, landscape architecture, interior architecture, structural engineering, mechanical/plumbing, electrical, data/telecommunications, and food services.

Proposed Schedule:

- Construction Documents - 9 Weeks
- Construction Permitting (Bldg and Civil) - 8 Weeks *estimated
- Bidding & Contract - 8 Weeks *estimated
- Construction Administration (Substantial Completion) - 43 Weeks
- Construction Administration (Final Completion) - 6 Weeks
- Total Duration - 74 Weeks

RECOMMENDED MOTION:

I move to approve ASR.03 of the CRRC contract with TSK, accelerating the ELC design to 100% construction document status.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can choose not to approve ASR.03 of the CRRC contract with TSK.

BACKGROUND:

On July 3, 2024, City Council approved directing staff to apply for an EDA grant of \$3,600,000.00 to fund the construction of the ELC at the CRRC campus. The City did not win this grant.

On December 6, 2023, City Council approved the construction manager at risk (CMAR) contract with CORE Construction and revised the Guaranteed Maximum Price of \$17,765,798.00 for the construction of CRRC's Base Bid.

On November 15, 2023, City Council approved the Guaranteed Maximum Price not to exceed \$17,935,872.00 for the construction of CRRC's Base Bid.

On September 6, 2023, City Council approved the reallocation of \$3,577,592.80 in remaining ARPA funds to construct the CRRC's Base Bid.

On April 19, 2023, City Council approved the 50% Construction Documents for the Base Bid, Phase 1 (Alt A), and Phase 2 (Alt B) and voted to move forward with developing 100% Construction Documents for the CRRC's Base Bid.

On April 6, 2023, City Council approved Resolution 23-001 to commit a 5% local match for the Nevada Department of Transportation 2023 Transportation Alternatives Program Grant application for Multi-modal transportation improvements required for the CRRC project. Council also approved Resolution 23-002 to commit unassigned fund balance that is in excess of 8.3% of General Fund expenditures less capital outlay to fund construction of the CRRC.

On April 5, 2023, City Council directed staff to remove/relocate the Old School House building from the Fernley Depot property to make room for the CRRC project.

On March 15, 2023, City Council approved committing \$4,000,000.00 in City funds to construct CRRC's Base Bid.

On February 15, 2023, City council approved completion of Design Development and directed staff to progress Base Bid, Phase 1 (Alt A), and Phase 2 (Alt B) to 50% Construction Documents.

On October 5, 2022, City Council approved the contract between the City of Fernley and Resource Concepts, Inc. for environmental consulting services for the project.

On July 6, 2022, the City Council approved the CRRC's final schematic design and cost estimate.

On June 15, 2022, City Council approved the Lyon County and City of Fernley Subrecipient ARPA Agreement in the amount of \$300,000 for the construction of the Community Response & Resource Center. On April 14, 2022, at the Lyon County Board of Commissioners meeting, the CRRC Workgroup presented the project and requested ARPA funding. The Lyon County Board of Commissioners graciously awarded ARPA funds to the City of Fernley in the amount of \$350,000 for the CRRC project. On May 23, 2021, the Lyon County Board of Commissioners revisited their ARPA allocations and reduced the amount to \$300,000 for the CRRC project. The City is currently in the process of approving the funding agreement.

On June 15, 2022, City Council approved the Letter of Intent to a lease agreement between the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed. This is in part due to the leadership, and the Boys & Girls Club experience of operating and maintaining facilities and programs, including five Boys & Girls Club afterschool and summer programs, thirteen school sites, four early learning centers, and seven teen centers. Under this agreement, the Boys and Girls Club would operate the day-care, afterschool programming, kitchen, cafeteria, gym, and meeting rooms. The letter of intent is critical to a funding source, the Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center.

On February 16, 2022, City Council approved the contract for the Owners Representative Construction Manager as Agent contract with Cumming Management Group. This contract is to ensure there is a person/company who represents the City and focuses on evaluating the project from the City's perspective beginning at the earliest stages of planning and continuing through occupancy. At the same meeting, the Council also approved staff to enter into contract negotiations with the selected CMAR for reconstruction services for the CRRC.

City Council approved the programming and services that will be in the CRRC on January 19, 2022. The programming and services in the CRRC must be ARPA eligible because the City is using ARPA monies to fund the project. Staff identified the following ARPA eligible services and programs needed in our community in response to the public health crisis that will be in the Community Response & Resource Center: COVID-19 testing and vaccination site, workforce development services/programming, education assistance services, after school programming, and early childhood education.

On October 20, 2021, City Council approved the contract with TSK Architects for the architectural engineering services of the Community Response & Resource Center. The scope of work, among other items, included the Pre-Design Services/Concepts Update to determine the programming and services that will be housed in the CRRC and the completion of the final schematic design.

On August 4, 2021, Fernley City Council approved the American Rescue Plan Act spending plan which included \$12,000,000 for the development of a Community Response & Resource Center.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 338

FINANCIAL IMPLICATIONS:

The cost savings realized in the current TSK contract for construction administration services, the unused Optional Professional Service for OCMI to complete cost estimating services for \$36,300, and reimbursable expenses can be reallocated to the ELC design/engineering services. Cost savings will be reconciled at the end of July as soon as the CRRC has been completed and billed out.

ATTACHMENTS:

1. City of Fernley - Owner-Arch_ASR.03_Community-Response-Resource-Cntr_FINAL



a MOREgroup brand

May 14, 2025

City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Attention: Lydia Altick, Deputy City Manager

**Subject: Fernley Community Response and Resource Center
Additional Service Request 03 - Early Learning Center Completion**
TSK Project #: B1278-02-01 (CRRC) & 01278-02-02 (ELC)

Dear Ms. Altick,

Thank you for the opportunity to continue with design services for the Early Learning Center (ELC) expansion to the soon to be completed Fernley Community Response and Resource Center (CRRC). TSK is excited to proceed with this project that will benefit the residents of Fernley. This proposal is an additional services request for architectural and engineering services related to restarting the ELC design from 50% construction documents as well as restructuring the permit set to reflect the CRRC as an existing building. The ELC will be constructed under a separate building permit.

TSK recognizes the importance of this project to the City of Fernley and we are committed to working alongside you to bring this expansion to completion in an expedited manner.

For TSK Architects,

Phil O'Keefe, AIA
Principal
775.799.6438

TSK
225 S. Arlington Avenue, Suite A
Reno, NV 89501
tska.com

PROJECT UNDERSTANDING

This proposal is an Additional Services Request (ASR) to the base agreement executed between the city of Fernley and TSK Architects dated October 20, 2021 for design services on the City of Fernley Community Center. The scope of work for the ASR is for completion of Early Learning Center (ELC) improvements as an expansion to the soon to be completed Community Response and Resource Center (CRRC) located at 695 East Main Street in Fernley, Nevada. The ELC was originally a part of the overall building design, with design services for the ELC being paused at the 50% construction documents milestone during the summer of 2023. The gymnasium that was included in the original building design was also paused and is not addressed in this proposal. The ELC will now be designed as an expansion to the soon to be completed CRRC building. This will require drawings indicating demolition work, construction detailing, engineering calculations, and other design tasks that were not required when both the CRRC and ELC (along with the gymnasium) were considered one building under one permit.

The proposal is to complete the design intent of the originally designed ELC at 50% construction documents. The scope of work does not include design changes from that set of documents, other than those directly related to providing a separate building permit as an expansion in lieu of part of the original overall building. It is our understanding that the city of Fernley is coordinating directly with the Construction Manager at Risk (CORE Construction) to arrive at construction estimates and confirming the project is within budget for the expansion. The scope of work does not include redesign work related to value engineering. Per our discussions with the City of Fernley Building Department, if the permit set is submitted prior to the end of this calendar year, there is no change to applicable building code editions, despite recent adoption of updated codes.

The design fees are proposed as a lump sum fee for construction documents, permitting, and bidding & negotiations. Construction administration services are proposed as hourly with updated billable rates for both TSK and all design subconsultants, with an overall not to exceed fee.

SCOPE OF WORK

A. ELC Phase Building Construction Documents / Permit Phase Services

Proceeding from Owner approved 50% Construction Documents and authorization to proceed, the design team will complete documents suitable for permitting through the City of Fernley Building Department and associated AHJ jurisdictions based on current design documents. Completion of the construction documents will include the following tasks:

- Attend Bi-weekly meetings between design team, CMAR, and City to coordinate design efforts between all stakeholders.
- Coordinate drawings addressing connection of existing and new improvements including any necessary demolition plans for existing improvements.
- Create Floor Plans and Enlarged Plans with demolition, additional detailing, scheduling and dimensions for all unique spaces.
- Create Building Exterior Elevations with materials, heights, dimensions, openings, and enclosures references to additional section, detail, and assembly drawings.
- Complete window and door types/elevations/frame assembly details with coordinated hardware groups and associated specifications.
- Complete interior elevations showing all proposed casework, displays, and specialties with associated details.

- Complete structural drawings and calculations for permitting.
- Complete food service drawings for permitting.
- Complete mechanical plans addressing complete mechanical unit /ducting system with complete equipment schedules, final routing, exhaust, and supply along with project specifications.
- Complete plumbing plans showing single-line and primary piping for water, venting, waste, storm water, grease interceptor, carbon filters, and gas for entire building addition improvements and site along with associated project specifications.
- Complete electrical plans including building lighting and site lighting and circuiting layouts, panels, schedule, and details, as well as power and data locations and circuiting panels, schedule, and details.
- Design team attendance and participation in construction document review meeting.
- Complete permitting agency applications for City of Fernley, State of Nevada and Utility Companies as coordinated with City of Fernley staff.
- Submit stamped construction drawings and supporting documentation for plan review to full extent required.
- Submit structural, mechanical, plumbing, fire suppression, and electrical calculations along with energy compliance documentation to AHJ as required.
- Respond to all review comments by all authorities having jurisdiction in a timely manner through permit approval.
- Secure building department permit approval.

B. ELC Phase Civil and Landscape Improvement Plans / Permit Phase Services

- Topographic Survey
 - Because the Fernley CRRC and surrounding site infrastructure and hardscape has already been constructed and to reflect as-built conditions, updated topography will be collected and added to the project topographic basemap. Field shots will be obtained at critical locations such as edge of roadway, curb and flowline elevations, surface evidence of utilities and storm drain features (with inverts). The digital terrain model and topographic base map will be updated using the combination of additional ground collected topography and the previously collected existing topography.
 - 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 referenced to NAVD88.

- **Civil Engineering Design**
 - Additional design, coordination, and preparation of final, stand-alone, Construction Documents (CD) developed to include civil improvements associated with the Early Learning Center expansion. Plans will include the following drawings: Title, Notes, Demo, Site, Horizontal Control, Utility, Grading, and Details.
 - With a finalized building footprint and site requirements, incorporate comments and directives that will bring the previously developed design package to the completed construction document level.
 - 100% Construction Documents Submittal for external review and agency permitting purposes. One set of deliverables will be provided consisting of the following:
 - Drawings – (stamped and signed)
 - 100% Technical Specifications (if applicable due to deviations from Fernley CRRC 100% Technical Specifications, previously stamped and signed)
 - Technical Sewerage and Stormwater Drainage Memorandums to:
 - Support the extension of previously approved connections for the Fernley CRRC to include water/sewer demands anticipated with the addition of the Early Learning Center
 - Provide analysis of final surface water discharge.
 - One submittal, comment response and incorporation to agency review comments included.

Landscape Architectural Design

Additional design, coordination, and preparation of 100% Construction Documents for the ELC Expansion including planting and irrigation adjustments or removals. Adjustments will also be based on final infiltrator design, coordinated ELC playground final design, irrigation layout and components, and landscaping to complement the final ELC footprint and uses of the adjacent area. It is anticipated that 100% Construction Documents will be submitted to the City for permit review. Based on comments received, Landscape Architectural design services under this task includes one round of revised construction documents for bidding.

C. ELC Phase Bidding / GMP Development Services

Our understanding is this project will bid to multiple subcontractors as coordinated by CMAR. The following general tasks are anticipated during this phase for a lump sum fee:

- Provide Bid Documents with all building permit review comments incorporated.
- Attend Pre-Bid site meeting and respond to comments.
- Respond to Bidders RFIs with drawing and specification addendum(s).
- Provide Conforming Drawings/Specifications for construction use incorporating all bidding RFI response revisions and any remaining building permit revisions at start of construction.

D. ELC Phase Construction Administration Phase Services

Construction Administration services will be provided on an hourly and expense basis and will include the following services:

- Attend Pre-Construction meeting for general start of construction as well as coordination of various necessary building components.
- Respond to Contractor RFI's and provide written and drawing responses as required. RFI document revisions will be incorporated into the digital model and drawings as they occur to maintain a current set of documents.
- Review Contractor Material and Systems Submittals for conformance to documents.
- Issue Supplemental Instructions, Proposal Requests, and Construction Change Directives as needed to address revisions issued after close of bid.
- Review Change Order items for potential costs and credits.
- Review Contractor Pay Applications for accuracy and review work in place monthly.
- Attend regular Owner/Architect/Contractor (OAC) meetings and provide any necessary observation reports as work progresses.

E. ELC Phase Construction Close-Out Services

Construction Close-Out services will be provided on an hourly and expense basis and will include the following services:

- Upon CMAR notification, review project for completion and provide list noting any discrepancies with the Contract Documents (Punch List).
- Provide Notice of Substantial Completion when project is ready for Owner Occupancy and intended use.
- Review project for Final Completion once all punch list items have been addressed and provide Notice of Final Completion once verified.
- Review Contractor Closeout Manual including Systems Operations, Maintenance and Warranty information for completion and coordinate final copy.
- Upon receipt of contractor as-built documentations, incorporate any items not previously addressed through construction revisions to project drawings and model.
- Provide PDF copy of final Record Documents including both drawings and specifications for Owner's continued use.
- Attend Warranty Review 11 months after Substantial Completion identifying any items to be remedied as part of Contractor's 12-month Warranty of Work.

PROJECT TEAM

The basic design and engineering services for this project include:

Civil Engineering:	Lumos & Associates
Landscape Architecture:	Lumos & Associates
Architecture/Interiors:	TSK
Structural Engineering:	Nelson-Wilcox
Mechanical/Plumbing Engineering:	Ainsworth Associates
Electrical Engineering:	PK Electrical
Data/Telecommunications:	PK Electrical
Food Service:	Webb Food Service

EXCEPTIONS / CLARIFICATIONS

Services not included in this proposal include, but are not limited to:

- Base agreement exceptions apply to this ASR unless explicitly stated as included above

- Design changes other than those required to separate out the ELC permit set
- Updates between 2018 and 2024 building code editions (none anticipated)
- Geotechnical Engineering, testing, analysis, reports or assessments
- Boundary Survey and/or adjustments
- Hazardous Material Assessments and Abatement Documents
- Permitting, utility connection, and other associate use fees
- Building System Commissioning, Testing and Balancing
- Furniture, Fixtures and Equipment selections
- Cost Estimating or Reconciliation
- Exclusions listed in consultant proposals attached as Exhibit B
- Any scope of work not explicitly stated above

SCHEDULE

Project schedule is to be determined, but the following durations should be considered in determining milestone deadlines:

• Construction Documents	9 Weeks
• Construction Permitting (Bldg and Civil)	8 Weeks *estimated
• CMAR Bidding & Contract	8 Weeks *estimated
• Construction Administration (Substantial Completion)	43 Weeks
• Construction Administration (Final Completion)	6 Weeks
• Total Duration	74 Weeks

COMPENSATION

The design fees provided below directly correspond to the scope of work described above. The Building Construction Documents and Permit Phase and the Bidding/GMP Development Services Phase are all shown as lump sum fees. Survey, Civil & Landscape Design and Permit Phase service fees are the actual cost plus a surcharge of 10%, which is included in the fees below. The Construction Administration and Closeout Phase is indicated as hourly and expenses. TSK hourly rates are provided in Exhibit A and Exhibit B includes subconsultant hourly rates.

Based on the current trajectory of hours expended on Construction Administration services on the base agreement for the CRRC, there will likely be significant budget remaining for that phase (200,000 +/-). We believe construction administration services for the ELC will require a not to exceed budget of \$300,000 total. We are requesting an additional \$100,000 for Construction Administration and Close Out services beyond the anticipated remaining amount in the base agreement. All time expended by TSK and subconsultants will be billed to this NTE phase line item per the attached hourly rates in Exhibits A and B. Construction Administration and Closeout anticipated NTE fees indicated in the subconsultant proposals are approximate, for reference only, and are included in the gross \$300,000 NTE line item for Construction Administration and Closeout Services for the ELC.

A. DESIGN FEE

Building Construction Documents / Permit Phase Services	\$87,140.00
Civil & Landscape Improv. Plans / Permit Phase Services	
Topographic Survey	\$7,040.00
Civil Engineering	\$37,730.00
Landscape Architecture	\$9,680.00

Bidding / GMP Development Services

\$17,000.00

Construction Administration and Close-Out (Hourly & Expenses NTE)

\$100,000.00

Total anticipated NTE amount is should be \$300,000 +/-; \$100,000 is
In addition to the anticipated remaining budget left on base agreement
For construction administration services.

EXHIBITS

Exhibit A: TSK Hourly Rates

Exhibit B: Consultant Hourly Rates

We appreciate the opportunity to present this proposal for the Early Learning Center Expansion.

Regards,



Phil O'Keefe
Principal



Jason Andoscia
Managing Principal

If the attached proposal is acceptable, please sign and return one executed copy.

Signature

Printed Name

Title

Date



2025 STANDARD BILLING RATES

Senior Principal	\$340.00
Principal	\$290.00
Sr. Project Manager	\$235.00
Senior Project Architect	\$210.00
Sr. Project Designer	\$210.00
Project Manager	\$185.00
Construction Site Manager	\$158.00
Project Architect	\$170.00
Project Designer	\$136.00
Project Coordinator	\$126.00
Specifications	\$126.00
Job Captain	\$126.00
Technical Support	\$105.00
Design Support	\$105.00
Administrative Support	\$95.00



Ainsworth Associates Mechanical Engineers

Hourly Billing Rates

(Effective January 1, 2025)

Principal	\$250.00/Hour
Associate	\$220.00/Hour
Senior Engineer	\$200.00/Hour
Senior Designer	\$190.00/Hour
Engineer	\$180.00/Hour
Designer	\$170.00/Hour
Junior Designer	\$150.00/Hour
Draftsperson	\$140.00/Hour
Bookkeeper	\$130.00/Hour
Clerical	\$110.00/Hour

Engineering		Per Hour
Director		\$295
Group Manager		280
Senior Project Manager – Special Projects		250
Assistant / Project / Senior Project Manager		210/235/250
Staff / Project / Senior Hydrogeologist		190/200/215
Staff / Project / Senior Engineer		190/205/215
Assistant / Project / Senior Project Coordinator		145/185/195
Project / Senior Project Designer		160/170
Engineering Technician I / II / III		110/140/150
Construction		Per Hour
Director		\$295
Materials Engineering Manager		265
Assistant / Project / Senior Project Manager		210/235/250
Staff / Project / Senior Geotechnical Engineer		190/205/215
Construction Services Supervisor / Engineer		175/185
Assistant / Project / Senior Project Coordinator		145/185/195
Geotechnician		175
Inspector / Senior Inspector (includes nuclear gauge)		160/170
Construction Technician I / II / III		120/130/140
Materials Technician I / II / III (includes nuclear gauge)		110/120/130
Administrative Technician		90/100/110
Surveying		Per Hour
Director		\$295
Group Manager		280
Assistant / Project / Senior Project Manager		210/235/250
Staff / Project / Senior Surveyor		190/205/215
Assistant / Project / Senior Project Coordinator		145/185/195
Photogrammetrist / Photogrammetry Manager		170/205
GIS Analyst		140
Surveying Technician I / II / III		95/140/150
Party Chief		190
Administrative & Other Services		Per Hour
Administrative Support		\$135
Copy & Print Services		Cost + 15%
Mileage (per mile)		0.90

- Fees for prevailing wage rate projects are 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 the 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

These rates apply to services rendered through December 31, 2025. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

Engineering Services Agreement between Owner and Engineer

Attachment A

A. PLANS, CHANGE ORDERS & ADDENDUM:

It is the owner or contractor's responsibility to provide Nelson Wilcox Structural Engineers with all plans, change orders, addendum and any information pertinent to our completion of this job.

B. DEFINITIONS OF EXTRAS:

Extra Office Engineering:

1. Extras are revisions or additions to the plans and items not included in the scope of work which are requested by the client in the original contract. The client will be informed prior to any extra work being performed.
2. The rates shall be as follows:
(Please note that this fee is subject to adjustment for cost of living increases, etc. in April of each year. All existing proposals and work orders are subject to this increase for incomplete work billed on a time and material basis.)

Principal/Engineer 1:	\$190.00
Engineer 2:	\$120.00
Engineer 3:	\$100.00
Cad Drafter:	\$100.00
Expert Witness:	\$250.00**

** Includes document review; conferences with client, other experts and attorneys; depositions; mediations; court appearances; site visits and expert witness testimony. All other services will be invoiced at the standard fee schedule.

C. PAYMENT:

Progress payments shall be made in proportion to services performed as indicated with the Agreement and shall be due **upon receipt** of the Engineer's submittal of his monthly invoice. Any amounts not paid within 30 days from the date of presentation of the invoice shall commence to bear an interest 18% per annum. If the amount is not paid and must be placed into the hands of a collection agency or attorney, additional charges will be due for the cost of collection, interest and reasonable attorney's fees.

D. COSTS:

1. The client will pay the costs of all fees related to this project including checking, inspection, zoning, annexation, applications, assessments, permits, bond premiums, title company charges and all other charges not specifically covered in the terms of this contract.
2. Printing and reproduction expenses will be invoiced at our direct cost plus a fee of 15% for handling.
3. Should any proceedings be brought against either party of this agreement because of any failure or alleged failure to perform, error, omission or negligence the prevailing party in the litigation shall be reimbursed all reasonable legal expenses.
4. All travel will be invoiced as a reimbursable expense. Travel time will be invoiced in accordance with the above fee schedule. Travel expense will be invoiced at our direct cost. Mileage will be invoiced per the most current IRS standard rate.

E. **OWNERSHIP OF DOCUMENTS:**

All plans, documents and notes are the property of Nelson Wilcox Structural Engineers as instruments of service. Copies will not be released or recorded until final payment has been made.

F. **NEVADA LAW:**

Any litigation, controversy or adversary proceeding arising will be governed by the laws of the State of Nevada.

G. **CHANGES:**

This agreement may be changed or amended upon the mutual consent of the parties thereto.

H. **DESIGN PROFESSIONAL LIABILITY:**

The owner agrees to limit the Design Professional's liability to the owner and to all construction contractors and subcontractors on the project due to the Design Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed \$25,000.00 or the Design Professional's total fee for the services rendered on the project, whichever is greater.

Signature

Date

Revised 02/06/2023



PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING
www.pkelectrical.com

PK ELECTRICAL, INC.
2025 SCHEDULE OF APPROVED HOURLY RATES

PRINCIPALS

Compensation for services rendered by the following named key personnel of the ENGINEERING CONSULTANT shall be based on the following fixed hourly rate:

Karen D. Purcell, P.E.	\$270.00
Alan Wiskus	\$270.00
Joseph Ganser, P.E.	\$270.00
Dugan Hadler, LEED AP BD+C	\$270.00

DIRECT PERSONNEL EXPENSES

Compensation for services rendered by employees of the ENGINEERING CONSULTANT shall be on the following applicable range of current hourly rates:

Engineering Manager	\$250.00
Senior Project Engineer	\$225.00
Senior Project Manager	\$220.00
Engineering Designer 3	\$210.00
Engineering Designer 2	\$190.00
Engineering Designer 1	\$170.00
Technology Manager	\$240.00
Fire Alarm Engineer/Designer	\$230.00
Production/BIM Manager	\$160.00
Production / Drafter 3	\$130.00
Production / Drafter 2	\$125.00
Production / Drafter 1	\$120.00
Accounting Manager	\$140.00
Clerical/Administration	\$115.00

These rates include costs for individual direct salary and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits plus general and administrative overhead and profit.

The above rates are subject to periodic adjustments as mutually agreed to by the client and ENGINEERING CONSULTANT to reflect reasonable increases in employees' direct salaries and changes in company overhead rates.



HOURLY COMPENSATION RATES:

Time spent on revisions to work previously approved will be billed at the base hourly rate or overtime rate commensurate with the classification of personnel completing the work, per our current rate schedule which may be revised from time to time. Revision fees include charges to work previously performed and approved by the Client. Our current base rate schedule is as follows:

Principal	\$260.00
Associate Principal	\$225.00
Project Manager	\$200.00
Associate Project Manager	\$175.00
Accounting	\$175.00
Job Captain	\$150.00
Administration	\$125.00

**Foodservice
Design**

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Anaheim, CA 92805
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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

GL No.100-413-322

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible action to approve a revised/additional work contract with Wood Rodgers for \$183,458 for the conveyance of Federal lands to the City of Fernley.

AGENDA ITEM BRIEF:

The revised/additional work proposal is for Phase 2 Conveyance of Federal Lands to the City of Fernley for 15 parcels under the 2014 National Defense Authorization Act (NDAA) (H.R. 3979, PL 113-291 (Fernley Lands Bill)).

The City and Wood Rodgers entered into a professional services contract supporting the Phase 2 2014 NDAA conveyance on September 12, 2023 (Expiration June 30, 2025). The scope of work presented today, dated June 3, 2025, is a revised/additional scope of work and is a Time and Materials basis Not-To-Exceed. It is based on incorporating Phase 3 into Phase 2, BLM guidance that NEPA would be required, that baseline studies involving biological and cultural field studies be required, and that Mineral Potential Reports for parcels 9 through 18 would be required.

RECOMMENDED MOTION:

I move to enter into a contract with Wood Rodgers for \$183,458 to assist with additional work to complete the authorized conveyance of federal lands to the City under the 2014 National Defense Authorization Act.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may choose not to approve the contract with Wood Rodgers for \$183,458.

BACKGROUND:

Efforts began several years ago to have Congress work on a Federal Lands Bill to address the checkerboard of Federal Land within the City limits of Fernley.

On August 15, 2012, the Fernley City Council voted to approve Resolution 2012-10 supporting the Fernley Lands Conveyance Bill introduced by Congressman Mark Amodei.

On December 19, 2014, Congress passed the National Defense Authorization Act (H.R. 3913). This Act included Section 3009(c) titled "Conveyance to the City of Fernley, NV", commonly referred to as the Lands Bill.

On December 28, 2016, Fernley City Council approved an MOU between the BLM and the City of Fernley regarding respective roles, responsibilities, conditions, and procedures for the land conveyance of approximately 9,779 acres of public lands.

On November 13, 2019, the City of Fernley entered into a contract with Wood Rodgers initially for coordination services with the Bureau of Reclamation (BOR) and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts for eight parcels of public lands in compliance with the Recreation and Public Purposes Act (R&PP). This would later be called Phase 1 of the Fernley Lands Conveyance.

On June 10, 2020, a Cost Reimbursement Agreement for \$21,000 was initiated between the City of Fernley and the BLM Sierra Front Field Office – NVN 093783. The Cost Reimbursement Agreement establishes procedures to reimburse BLM for costs incurred in the processing of a land conveyance pursuant to the National Defense Authorization Act. Processing may include coordination, preparation, administration and approval of necessary environmental analyses, preparation of the administrative record, compliance checks, surveys, and any other necessary processing and monitoring actions consistent with the final determination.

The City of Fernley entered into a contract with Wood Rodgers initially in September 2019 for coordination services with the BOR and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts in compliance with the Recreation and Public Purposes Act (R&PP).

On January 9, 2020, the City released a request for proposals (RFP) to seek development proposals from qualified firms for the opportunity to purchase and develop ten parcels of Federal land to be conveyed through the process established by the Lands Bill. Several firms replied with project visions for the various parcels and the benefits their projects will bring to the City, among other qualifications. The intended outcome of the RFP process is the development of an Exclusive Right to Negotiate agreement that will establish terms and conditions, as identified in the Lands Bill.

On May 2, 2023, City staff met with the Carson City District BLM staff and field manager as required to initiate the conveyance process for ten parcels of land designated in the Lands Bill, called Fernley Land Conveyance Phase 2. After that meeting, the City put out a request to professional consulting firms that are listed on the City's list of Qualified Professionals for baseline surveys, reports, concept layouts, and NEPA documentation in accordance with the 2016 MOU between the BLM and the City to facilitate

conveyance of 10 parcels (Attachment B, blue parcels). Two firms responded including DOWL (formerly Farr West) and Wood Rodgers.

On May 30, 2023, the City of Fernley received a letter from BLM requesting an additional \$15,000 to continue processing the original eight parcels and associated Cadastral work. The City paid the requested additional funds in June 2023.

On August 16, 2023, Fernley City Council approved entering a time and materials contract with Wood Rodgers for required baseline studies, NEPA compliance, and concept layouts for the Fernley Phase 2 Conveyance of ten parcels located south of the Truckee Canal and mostly west and partly east of 95A, in compliance with the R&PP and under the 2016 MOU between the BLM and the City (Expiration June 30, 2025).

On March 11, 2024, the City of Fernley received a Cost Reimbursement Agreement for \$35,000 to continue processing the City's request to fund Cadastral work on Parcels 9 and 10 of Fernley Land Conveyance Phase 2. Any remaining funds will be applied to work associated with the City for their land conveyance requests.

On September 16, 2024, the City of Fernley received a Cost Reimbursement Agreement dated September 10, 2024, for \$42,800 to continue processing Phase 1 for the conveyance of eight parcels to the City as part of the 2013 Fernley Lands Bill, and to fund the Cadastral survey work on Parcels 9 and 10 as needed in the conveyance process for Phase 2.

In April 2025, the City of Fernley discussed adding the remaining five (5) parcels in the 2014 Fernley Lands Bill to Phase 2. The BLM determined that this would not negatively impact the existing Phase 2 conveyance timeline. Combining Phases 2 and 3 would require the City of Fernley to prepare one NEPA document instead of two.

On May 1, 2025, the City of Fernley received a Cost Recovery Agreement for \$70,900 to complete the environmental assessment, notice of realty action, and patent issuance phases of the Phase 2 and 3 conveyance process.

On June 6, 2025, the City of Fernley received eight patents, dated May 30, 2025, for eight parcels of land with an aggregate total of 2,166.86 acres, referred to as Phase 1 of the Fernley Lands Conveyance. The land was conveyed to the City as part of the 2014 Lands Bill that Congress passed (National Defense Authorization Act (H.R. 3913)). This Act included Section 3009(c) titled "Conveyance to the City of Fernley, NV".

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Federal Land Policy and Management Act of 1976 43 U.S.C 1712,1713
Recreation and Public Purposes Act 43 U.S.C. 869 et seq.
NRS 268.063 NDAA of 2015, Section 3009(c)

FINANCIAL IMPLICATIONS:

The FY 2025-2026 budget includes funding for professional consulting services necessary for the conveyance of Federal lands to the City of Fernley.

ATTACHMENTS:

1. COF_PhaseIIExtraWorkProposal_20250603



June 3, 2025

City of Fernley
Ms. Lydia Altick, Deputy City Manager
Public Works Director
595 Silver Lace Blvd
Fernley, Nevada 89408

**RE: REVISED/ADDITIONAL WORK Proposal for Phase II
Conveyance of Federal Lands to the City of Fernley
15 Parcels under the 2014 National Defense Authorization Act
(H.R. 3979, PL 113-291 (Fernley Lands Bill)).**

Dear Ms. Altick,

Wood Rodgers greatly appreciates the opportunity to continue to assist the City of Fernley (City) with the conveyance of the remaining five parcels of federal land to the City of Fernley. The subject lands have been designated for disposal under the National Defense Authorization Act (H.R. 3979, PL 113-291 (2014 NDAA)).

PROJECT UNDERSTANDING:

This Scope of Work (SOW) is presented for consideration by the City to assist with additional work to include the "Phase III" parcels in the Phase II NEPA process as required and authorized by the Carson City District BLM (CCDO). As all parties have agreed, there will no longer be reference to "Phase III" to maintain consistent record keeping and simplicity in coordinating with the BLM. The attached **Exhibit 1** presents the parcels that would be conveyed under Phase II and are the subject of this Scope of Work. The Exhibit presents the original 10 parcels and, the additional 5 parcels to complete the authorized conveyance of federal lands to the City under the 2014 NDAA.

For ease of tracking, I have presented the current contracted budget, task balance and the requested amended budget for each task as necessary. **Please note that contracted budget balances are current as of April 30, 2025).**

In addition, if there have been/or are proposed accounting changes on Wood Rodgers side, those are also noted. As contracted previously, all Task budgets are presented on a Time and Materials basis Not-To-Exceed (NTE) without prior written authorization from the City. The City will only be billed for those fees incurred for services rendered.

Based on continued meetings with BLM and the City, the following summarizes the updates that necessitate this proposed Scope of Work and request for additional fees.

1. For the duration of the conveyance process including NEPA for the Phase I (8 parcels) and Phase II 15 parcels), Wood Rodgers has assumed bi-weekly meetings will continue.
2. The BLM Resource Specialists provided baseline survey protocols that need to be completed prior to "kicking off" NEPA. NEPA kick off will be initiated when Public Scoping commences.

3. The City informally requested the conveyance of the remaining 5 parcels authorized under the 2014 NDAA. The City's formal request is forthcoming at the date of this proposal.
4. The Carson City District BLM (CCDO) has indicated that they are comfortable with including the remaining 5 parcels in the Phase II conveyance/NEPA process with no impact to the Phase II NEPA process schedule.
5. The Winnemucca District Office (WDO) has indicated that the CCDO will take the lead on the conveyance process as three of the five remaining parcels are in the WDO.
6. The CCDO provided a list of baseline studies that will be required for the remaining 5 parcels and the CCDO has confirmed with WDO that no additional baselines would be required specific to the WDO parcels.
7. Wood Rodgers submitted a Scope of Work and Fee to the City from G2 Archaeology (G2) to complete a Class III Cultural Resource Inventory and Reporting to BLM standards for the 5 additional parcels and facilitate acceptance of those findings by the BLM. The City Council approved the expenditure of funds for completion of this task prior to the writing of this proposal, and G2 has been contracted by Wood Rodgers as a subconsultant to complete the required tasks.
8. The WDO has completed the FWA (Field Work Authorization) for the WDO parcels. CCDO is in the process of issuing the FWA for CCDO parcels.
9. Plans of Development for the additional parcels including R&PP compliant uses are required.
10. Mineral Potential Report: There is a lot of history regarding the MPR requirements and contractual implications. A summary of this history is presented in **Attachment 1**. Please see Task 3 below for our proposed SOW and budget moving forward.

Based on the preceding updates and history, Wood Rodgers respectfully presents the following SOW and Fees for baseline surveys, R&PP PODS (parcels 19 – 23) in compliance with R&PP, revisions and completion of a BLM Environmental Assessment (EA), and facilitate the issue of a Finding of No Significant Impact (FONSI). This Scope of Work is presented in accordance with the 2024 MOU between the BLM and the City, Appendices B-D.

SCOPE OF WORK

Task 1: Project Management & Coordination (Contracted \$9,000, Bal \$171.25) \$20,000 T&M

Wood Rodgers Project Manager will manage our team of professionals for project services and deliverables in a timely and efficient manner. Regarding project coordination, we have assumed bi-weekly progress meetings with City and BLM that would extend potentially through 2027. This task includes the preparation of an agenda, meeting attendance, meeting notes for the group, and facilitation of BLM deliverables. Flexibility has been built into our fee estimate to respond to requests by the City and BLM.

Task 2: R&PP Compliant Conceptual Layouts (Contracted \$20,000, Bal \$19,537.50) \$0 T&M

Wood Rodgers will prepare one conceptual layout for each of the five subject parcels in compliance with R&PP uses. Draft layouts will be submitted to the City for review. Wood Rodgers has assumed a maximum of two revisions per layout to attain a final version for submittal to the BLM.

**Anticipated budget to complete the 5 R&PP layouts is approximately \$2,500. The balance of contracted fees will be held and applied after written approval by the City for other tasks if necessary versus a request for any other Task Budget Amendment.*

Task 3: Minerals Potential Report (Contracted \$10,000, Bal \$9,367.50) **\$25,200 T&M**

Wood Rodgers will research and complete a Minerals Potential Report and prepare a BLM compliant report for submittal to the BLM for review and acceptance. Wood Rodgers Principal Engineer Mickey Smith, PE, GE will complete the MPR for parcels 4 and 8 first to support the City's intention to purchase the RI for these parcels. Following BLM review and acceptance of the parcels 4 and 8 MPR, the MPR will be completed for parcels 9 – 23 as supporting documentation for the EA.

The MPR's will present and discuss the following in accordance with the guidance provided by the BLM.

- The purpose and scope of the report including a summary of the lands involved and status record data specific to mineral rights, types of rights, and mining claims and mineral leases.
- A summary of general geology and mineral history including physiography and regional and site geology.
- Tabular status record data and disposition of mineral rights as summarized in 3061 Handbook including consideration for prospectively valuable classification.
- Tabular summary of known mineral deposits and discussion of mineral potential classifications (BLM, 1985).
- Discussion specific to surface interference.
- Summary conclusion.

Please note a valuation of any resources present will be determined by the BLM.

Descriptions, assessments, summaries, and conclusions will be developed from readily available public sources and publications including, but not limited to: MyHazards-Nevada, USGS geologic maps, Nevada Bureau of Mines and Geology, Nevada Division of Minerals, and the Bureau of Land Management. Supporting images, graphics, and photos will be included in the published document.

Task 4: Biological Surveys Subtotal (Contracted \$10,000, Bal \$9,950) **\$30,830 T&M**

This Scope of Work has been revised based on survey protocols provided by the BLM to support NEPA. In addition, a Wood Rodgers field technician will assist Reno Biological Services with field surveys to maintain the integrity of the project schedule.

The purpose of this scope of work is to complete all BLM requisite biological resource surveys to National Environmental Policy Act (NEPA) standards. Survey methodology and survey windows follow the BLM provided guidance documents.

Subtasks to be completed in accordance with BLM survey protocols are as follows.

Task 4a: Prepare the Habitat Assessment Report

The habitat assessment and resulting report will follow the protocol outlined in the BLM provided guidance document. The biologist will review agency data requests, vegetation data, soils data, and other publicly available datasets of features that may foster the presence of Sensitive Species (e.g., springs, abandoned mine lands, etc.). All species (flora and fauna) on the most recent Nevada BLM Sensitive

Species List (2023) will be reviewed to determine if they have potential to occur in the Project area (and where).

Findings of the assessment will be ground-truthed during a site visit to determine which rare plant species will be surveyed for under Task 2. The site visit will also aid in determining which wildlife species may occur. For each species with potential to occur within the subject parcels, the boundaries of the habitat that may be used by that species will be delineated. Boundaries in the form of GIS polygons will be provided to the BLM for review and concurrence. The Habitat Assessment Report will be submitted to BLM for review and concurrence.

Task 4b: Conduct the Rare Plant Survey

The BLM has requested that a rare plant survey be conducted throughout the Project area (7,578.6 acres). Those species identified during Task 1 as having potential to occur within the Project area will be the focus of the survey. The intuitive controlled survey methodology will be employed, where surveys are focused on suitable habitat for target species. As of the date of this proposal, the total acreage that will require a survey is estimated to be about 5,000 acres. Biological soil crusts will be noted if observed during botanical surveys. All target species populations will be mapped and a post-field report prepared to BLM standards and submitted to BLM for review and concurrence.

Task 4c: Fire/Fuels Management Assessment

The BLM has requested a desktop analysis of wildfire fuels that may occur within the Project area. The analysis will be conducted by a GIS specialist and will consist of acquiring and reviewing remotely sensed vegetation indices (e.g., percent invasive annuals, percent bare ground, etc.). A report of findings will be prepared to BLM standards and submitted to BLM for review and concurrence.

Task 4d: SETT Consultation

The purpose of Task 4 is to determine potential project compensatory mitigation requirements, pursuant to the Nevada Sage-Grouse Conservation Credit System (CCS). Wood Rodgers had initiated coordination with the Nevada Department of Wildlife (NDOW) and BLM to determine if greater sage-grouse habitat was present within the subject parcels and occurs within 6 km of the subject parcels (Parcels 9 -18). Based on the attached **Exhibit 2**, consultation with the Sagebrush Ecosystem Technical Team (SETT) will be required for Phase II. We are cognizant that the BLM decision at hand is specific to the conveyance of land from BLM administration to the City of Fernley and that no ground disturbance will result from this action. This will be the premise of consultation with the SETT.

Wood Rodgers has requested the assistance of Reno Biological Services, SETT certified Verifiers, during consultation to help determine the extent to which the project may be subject to the CCS. A Verifier is defined as “a state, local and federal agency staff or private contractor who quantify and verify debit calculations. Verifiers must be trained and certified by the SETT.” The Verifier will work with Wood Rodgers during SETT consultation and will review and interpret the most recent sage-grouse habitat maps and the CCS User’s Guide (prepared by the SETT).

Task 4e: OPTIONAL – Prepare a Noxious and Invasive Weeds Management Plan (NWMP)

The BLM has not specifically requested the preparation of an NWMP. However, an approach and cost are provided given noxious and invasive weeds are likely to be encountered during the rare plant survey which may trigger the need to prepare an NWMP. Findings of the rare plant survey will inform the Plan. The Plan will be prepared to BLM standards and will prescribe methods for preventing and controlling existing and

new infestations, both during and following the BLMs authorization of the conveyance of the subject parcels.

Task 5. Other Resources and Uses (Contracted \$10,000, Bal \$7,594.50) \$0 T&M

The following desktop analysis will be updated pursuant to the summary of baseline surveys required provided by Mary Feitz, BLM. Based on our initial investigations, field work will not be required for the following resources: waters of the United States (WOTUS) and waters of the state (WOTS), livestock grazing permits, floodplains, soils, seeps, springs, and Nevada Division of Water Resources (DWR) wells will be analyzed to support NEPA. Our findings will be summarized in a resource specific Technical Memorandum to be submitted to BLM for review and concurrence of findings.

Task 6. Cultural Resources (Contracted \$172,000/117,544.28, Bal \$0) \$77,428 T&M

Pursuant to consultation with BLM, the original acreage to be subject to a Class III survey (5200 acres) was reduced to 4200 acres and the budget was adjusted to \$117,544.28. The budget balance of \$54,455.72 was transferred to the NEPA EA (Task 7).

In the interim (April 2025), Wood Rodgers submitted to the City a Scope of Work and Fee estimate to complete a Class III survey for the additional Phase II parcel. We understand that the City Council approved that Scope of Work and budget.

On behalf of Wood Rodgers, G2 Archaeology (G2) will provide a Class III Cultural Resource Inventory in support of a BLM Land Conveyance of the 5 additional parcels under the Phase II NEPA analysis. This work will be completed in compliance with the Bureau of Land Management (BLM) policies and Section 106 of the National Historic Preservation Act (NHPA) (36 CFR Part 800). The parcels cover approximately 2363 acres. Contingencies in this scope consider that the SHPO may be involved in Section 106 consultation. Native American Consultation is the responsibility of the lead Federal Agency.

The CCDO and WDO has issued Field Work Authorizations to G2 and G2 is presently working schedule Class I archive searches with these offices. We understand that CCDO will be the lead office for this task. Field inventory protocols will follow current BLM Standards and Guidelines (January 2019) Pedestrian inventory will be accomplished utilizing 30 meter transects across all parcels to identify any cultural resources within or near proposed activity areas. Any cultural resources located within the project area will be fully recorded to BLM standards including GPS mapping and photography. We anticipate that at approximately 25 sites may be present on the properties.

Upon completion of the field inventory, a letter report describing survey results and project recommendations will be submitted to the BLM Sierra Front Field Office Archaeologist for review. A full Class III inventory report will then be prepared. The Class III will include project descriptions, historic context and field methods, survey results, National Register eligibility determinations and determination of project effect. All associated resource records will be compiled on IMACS site forms or ARA architectural resource forms as appropriate. A separate architectural report is not anticipated. Generally, Class III report review is accomplished within 30 days of report submission. Additional edits may be required to address BLM comments.

As requested by agencies, edits to the draft report will be completed. Required paper copies and digital files including GIS databases will be submitted to the appropriate Agency. If Historic Properties are encountered during the Class III Inventory, a Programmatic Agreement that deals with treatment of those resources is usually prepared.

Assistance with the preparation of any Programmatic Agreements arising from project will be billed under Task 7.

Task 7. Environmental Assessment (Contracted \$114,455.72, Bal \$41,719.470) \$30,000 T&M

Wood Rodgers will revise and continue to draft the EA for 15 parcels to be conveyed under Phase II in compliance with the requirements of Appendices B-D of the MOU. The EA will analyze a Preferred Alternative. EA development will include a NEPA Kick Off Meeting that will also initiate Public Scoping, development and maintenance of a project schedule, development, maintenance and submittal of GIS data, Admin Draft EA, review and response to BLM comments, 508 compliant Public Draft EA, assist BLM in response to comments (as necessary), one Public Workshop (if necessary), and development, maintenance and submittal of the Administrative Record to the BLM, and facilitate issue of a FONSI (Finding of No Significant Impact).

ASSUMPTIONS AND EXCLUSIONS:

1. Wood Rodgers assumes that the fifteen parcels are public land, no formal authorization to access these parcels to collect data will be required.
2. If BLM CCDO and/or WDO request additional studies required to support NEPA, Wood Rodgers reserves the opportunity to revise our Scope of Work and Fee for consideration by the City of Fernley prior to completing those tasks.

Requested Contract Total \$183,458 T&M

Wood Rodgers believes that we have provided the City of Fernley to the best of our ability a Scope of Work and Fee Estimate for conveyance of 15 parcels under the Fernley Lands Bill.

We look forward to continuing to assist the City with the Phase II conveyance process. If you should have any questions regarding our approach, please feel free to contact us.

Sincerely,
WOOD RODGERS, INC.


Leslie Burnside, Associate
Environmental Program Manager


Derek Kirkland, AICP
Principal

EXHIBIT "A"
WOOD RODGERS, INC. INVOICING, PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers, Inc. (Wood Rodgers) in the performance of its services (blueprints, reproductions, etc.) and shall be billed at the actual cost to Wood Rodgers.
2. Invoices are submitted monthly by Wood Rodgers. Client shall notify Wood Rodgers in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers does not receive full payment within thirty- (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers suspends its work pursuant to this paragraph, Wood Rodgers shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers harmless from and against any and all damages, costs, attorney's fees, and/or other expenses, which Wood Rodgers may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers have discussed the risks, rewards and benefits of the project and Wood Rodgers total fee for services. The risks have been allocated such that Client and Wood Rodgers agrees that, to the fullest extent permitted by law, Wood Rodgers total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability for the amount of the total contract. Such causes include but are not limited to Wood Rodgers negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

EXHIBIT “B”



NEVADA FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Directing Principal Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$330
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$280
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$265
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$220
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$205
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$175
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$155
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$175
Senior CAD Technician/Graphics Designer I	\$165
CAD Technician/Graphics Designer	\$145
Project Coordinator	\$150
Administrative Assistant	\$130
Construction Director	\$215
Construction Manager	\$195
Senior Inspector II	\$155
Senior Inspector I	\$140
Inspector II	\$135
Inspector I	\$115
Senior Field Technician I	\$135
Field Technician II	\$120
Field Technician I	\$95
1 Person Survey Crew	\$185
2 Person Survey Crew	\$250
3 Person Survey Crew	\$325
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 67 cents per mile.

Fee Schedule subject to change January 1, 2026.

Attachment 1.

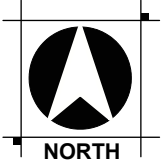
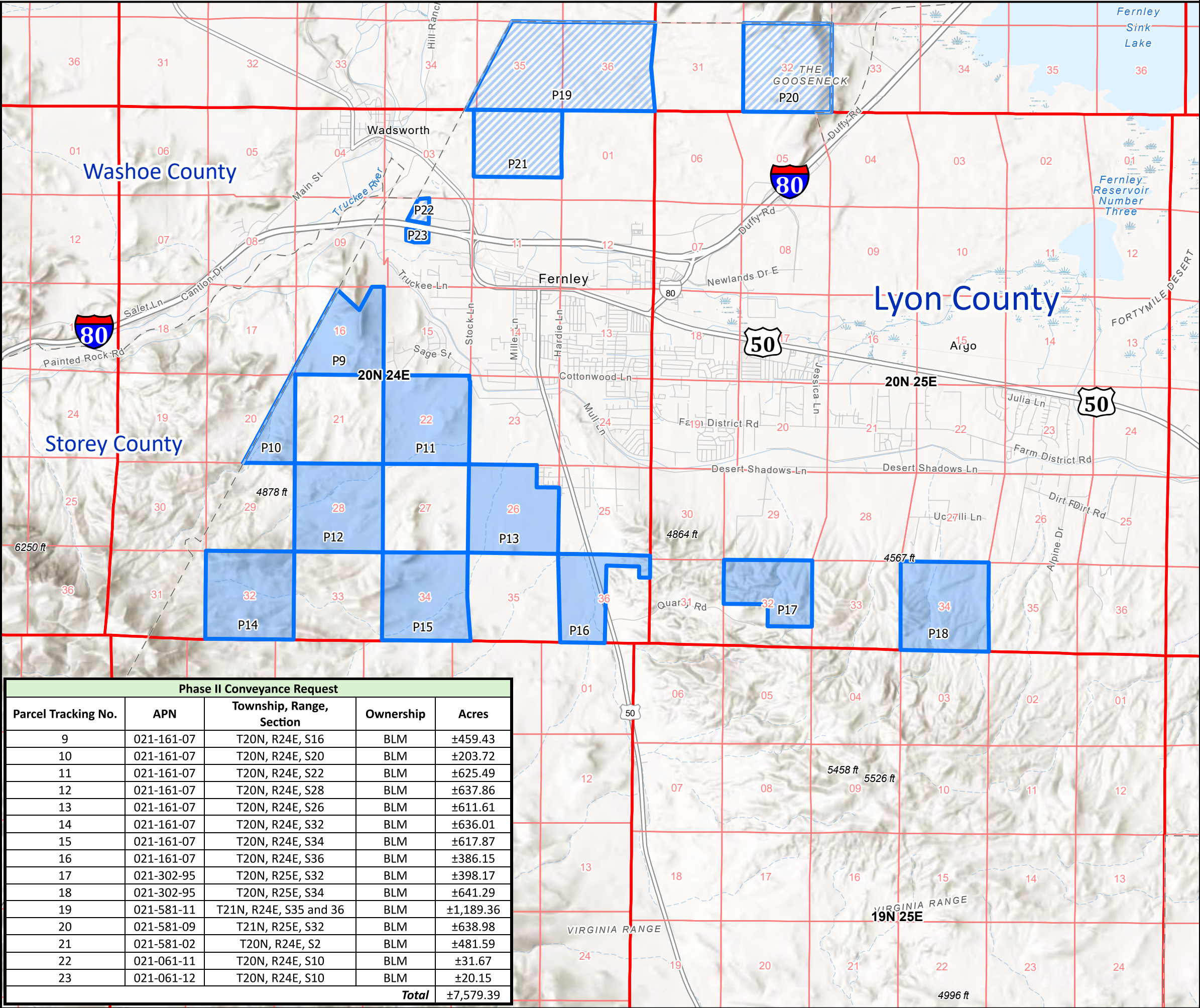
- a) The Phase I contract between Wood Rodgers and the City (11/2019) concerned parcels 1 through 5 and included a budget of \$3400 to prepare an MPR Technical Memorandum for BLM review.
- b) This contract was revised in December 2019 via a revised proposal from Wood Rodgers to include parcel 6 and increased the MPR budget to \$5000 for a Technical Memorandum.
- c) Parcels 7 and 8 were informally included in Phase I through informal coordination with the City (Daphne Hooper and David Whalen). There was no resulting change in any Task or overall Contract budgets with the addition of these 2 parcels.
- d) June 5, 2020, BLM SO determined that compliance with NEPA was not required for the conveyance of 8 parcels under Phase I of the 2014 NDAA. As a result, although several baseline tasks had been completed Wood Rodgers services focused on facilitating the issue of patents for these parcels to the City. There was no resulting change in the December 2019 SOW and existing 2019 contract.
- e) The City and Wood Rodgers entered into a contract for the Phase II 2024 NDAA conveyance on September 12, 2023 (Expiration June 30, 2025). This SOW assumed based on BLM guidance that NEPA would be required and that baseline studies would be required including an MPR for parcels 9 through 18. In addition, Wood Rodgers SOW assumed that there would be continued coordination meetings with the City and BLM for the Phase I conveyance process.
- f) In latter 2024, The City indicated that they would be pursuing the purchase of RI for parcels 4 and 8. Discussion with the BLM followed regarding requirements to support an appraisal of RI for those two parcels. MPR will be required.
- g) On April 2, 2025, the BLM determined that yes, they could do the Mineral Potential Report (MPR) for Phase I parcels 4 and 8 however, it may take 2 years to complete. The MPR is required for the City's intended formal request to purchase Reversionary Interest (RI) and forthcoming FMV appraisal of the RI for parcels 4 and 8.
- h) The 2019 contract (and SOW as revised) for the MPR Technical Memorandum for the Phase I parcels has expired and that overall contract budget was applied to facilitating the issue of Phase I lands to the City.
- i) At present under our existing contract with the City, Wood Rodgers is tasked with completing the MPR for Phase II parcels 9 – 18.
- j) The BLM has provided guidance documents and an example of an MPR that will be adequate for the BLM to approve.

EXHIBIT 1: PHASE II LANDS REQUEST
CONVEYANCE OF FEDERAL LANDS
TO THE CITY OF FERNLEY
FERNLEY, NV
MAY 2025

- Public Land Survey System - Township
- Public Land Survey System - Section
- Fernley Lands Bill Phase II Parcels - Identification of Resource Concerns and Documentation in Process
- Additional Phase II Parcels

P# - Parcel Tracking No.

Phase II Conveyance Request				
Parcel Tracking No.	APN	Township, Range, Section	Ownership	Acres
9	021-161-07	T20N, R24E, S16	BLM	±459.43
10	021-161-07	T20N, R24E, S20	BLM	±203.72
11	021-161-07	T20N, R24E, S22	BLM	±625.49
12	021-161-07	T20N, R24E, S28	BLM	±637.86
13	021-161-07	T20N, R24E, S26	BLM	±611.61
14	021-161-07	T20N, R24E, S32	BLM	±636.01
15	021-161-07	T20N, R24E, S34	BLM	±617.87
16	021-161-07	T20N, R24E, S36	BLM	±386.15
17	021-302-95	T20N, R25E, S32	BLM	±398.17
18	021-302-95	T20N, R25E, S34	BLM	±641.29
19	021-581-11	T21N, R24E, S35 and 36	BLM	±1,189.36
20	021-581-09	T21N, R25E, S32	BLM	±638.98
21	021-581-02	T20N, R24E, S2	BLM	±481.59
22	021-061-11	T20N, R24E, S10	BLM	±31.67
23	021-061-12	T20N, R24E, S10	BLM	±20.15
Total				±7,579.39



**EXHIBIT 2: GREATER SAGE
GROUSE HABITAT**
CONVEYANCE OF FEDERAL LANDS
TO THE CITY OF FERNLEY
FERNLEY, NV
MAY 2025

 Fernley Lands Bill Phase II Parcels - Identification of Resource Concerns and Documentation in Process

 Additional Phase II Parcels

 Fernley Lands Bill Phase II 6 km buffer

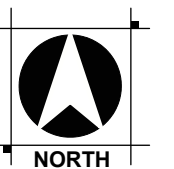
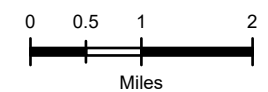
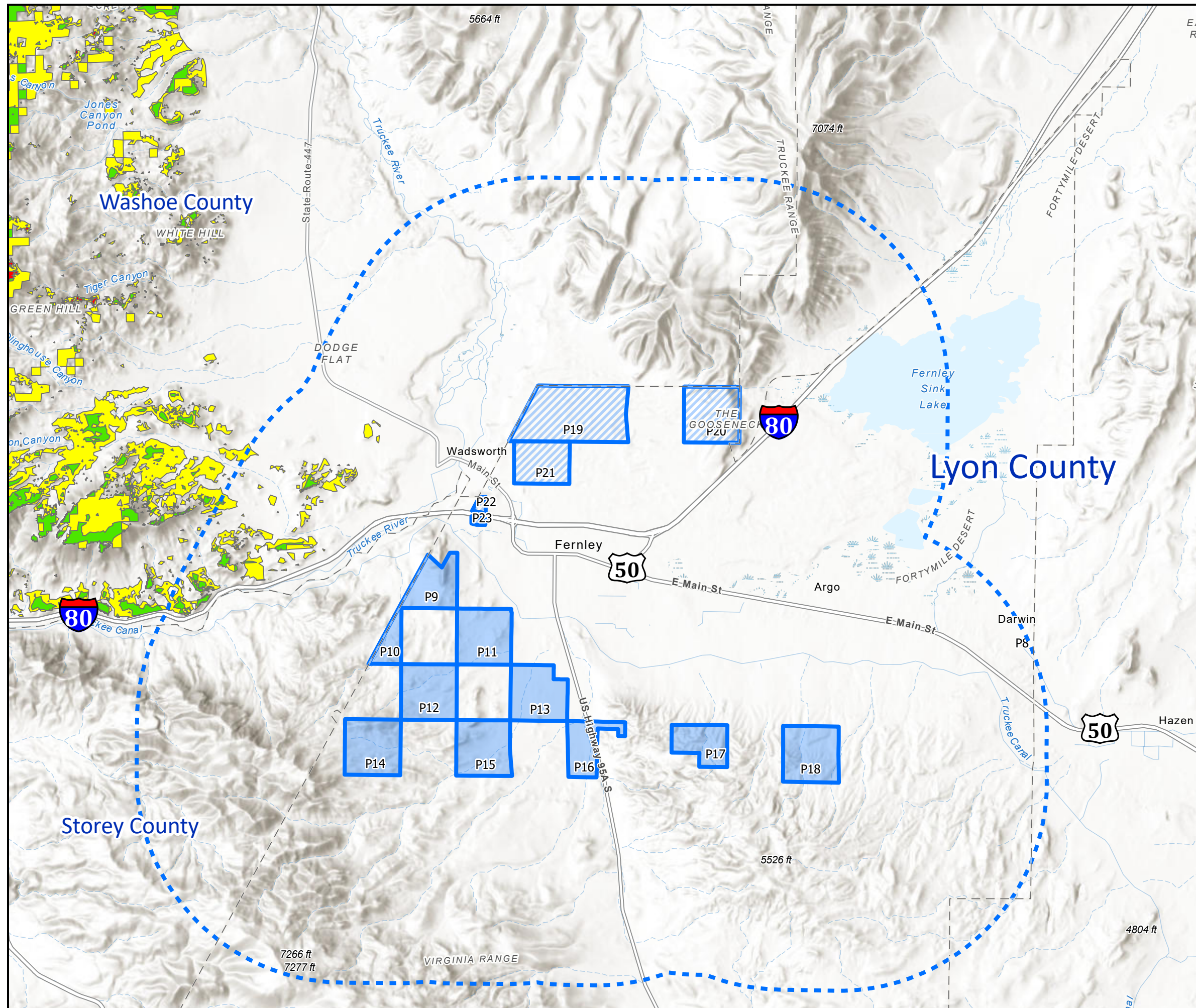
GSGH Category

 General Habitat Management Area (GHMA)

 Other Habitat Management Area (OHMA)

 Priority Habitat Management Area (PHMA)

P# - Parcel Tracking No.





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 2, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(Possible Action) Discussion and possible action to approve Resolution #25-010 to update the Planning Department Fee Schedule reflecting the amounts shown in the revised contracts with DOWL Engineering for survey and engineering plan review services.

AGENDA ITEM BRIEF:

The City's outside surveying consultant, DOWL Engineering, is changing their prices starting July 1, 2025. Therefore, the City Planning Department needs to revise the fee schedule to reflect these changes. In addition, the Engineering Department is no longer conducting internal reviews for the Planning Department's development applications. Per a new contract, DOWL Engineering will take over these reviews, which also raises the need to revise the fee schedule to add these new fees.

RECOMMENDED MOTION:

I move to approve Resolution #25-010 to update the Planning Department Fee Schedule.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Any motion that City Council feels is appropriate.

BACKGROUND:

Surveying Fee

The latest contract with DOWL Engineering for outside surveying review of Planning applications was entered into on January 25, 2024. Included in that contract was a list of prices per application type that the City has been collecting from the applicants and passing on directly to DOWL. With the new fiscal year, DOWL is raising their prices (with one exception) for the review of planning applications. These increases range from an additional \$50 per application to \$700 per application.

The current and proposed fee schedules are attached for comparison.

Engineering Review Fee

Under the previous City Engineer, the Engineering Department was conducting internal reviews of development applications with some outside assistance from Shaw Engineering. When the City Engineer left the City, the process was reversed and Shaw Engineering became the main plan reviewer with assistance from the Engineering Department. However, with their workload and other clients, Shaw Engineering was not consistently providing timely reviews on Planning applications. Instead, this work was contracted to DOWL Engineering through a contract between DOWL and the Engineering Department approved by the City Council on April 2, 2025.

Unfortunately, this contract did not adequately consider the needs of the Planning Department and included processes and timelines that are not compatible with the timeline requirements imposed by NRS Chapter 278.

In addition, the system to collect payment was cumbersome to the applicants and would exacerbate compliance issues related to NRS timelines. Therefore, the Planning Department has worked with DOWL to revise the contract to include a more accurate scope of work, a defined fee schedule, and compliant timeline requirements.

Like the contract that the Planning Department already has with DOWL for surveying review, the fees for engineering review will be added to the fee schedule to be paid up-front by the developers. DOWL will then provide monthly invoices, and the money collected by the City will be transferred to DOWL. This will be a “pass-through” fee that does not impact either revenues or expenses to the City.

The proposed fee schedule is attached showing the new Engineering review fees. Please note that no City of Fernley fees are being changed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

None. The fees in question are collected by Planning and transferred to the consultant.

ATTACHMENTS:

1. Resolution 25-010
2. Proposed Fee Schedule - DOWL Increases
3. Proposed Fee Schedule Info Page 07032025

4. Current Fee Schedule updated 11.21.24

RESOLUTION # 25-010

A RESOLUTION OF THE FERNLEY CITY COUNCIL AMENDING THE PLANNING DEPARTMENT FEE SCHEDULE TO REVISE SURVEYING FEES AND ADD ENGINEERING REVIEW FEES.

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

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

WHEREAS, the City of Fernley Planning Department does not currently have a licensed surveyor on staff to review development applications; and

WHEREAS, the City of Fernley Engineering Department does not have the staffing capacity to review Planning Department development applications; and

WHEREAS, the City of Fernley City Council has entered into contracts with DOWL Engineering to provide for both surveying and engineering review of development applications; and now therefore,

BE IT RESOLVED BY FERNLEY CITY COUNCIL that the fee schedule adopted by Resolution #24-019 is repealed and the Planning Department Fee Schedule shown in Exhibit A of this document is hereby adopted and shall take effect July 3, 2025.

RESOLUTION PASSED, APPROVED, AND ADOPTED the 2nd day of July, 2025 by the Fernley City Council, City of Fernley, State of Nevada.

Aye: _____ Nay: _____ Abstention: _____ Absent: _____

ACKNOWLEDGED AND APPROVED:

DATED:

Neal E. McIntyre, Mayor

ATTEST:

Kim Swanson, City Clerk

CITY OF FERNLEY
PLANNING DEPARTMENT FEE SCHEDULE

Application Type	Planning Fee	Engineering Fee	Surveyor Fee	Noticing Fee	Technology Fee**	Total Deposit
Entitlements						
Administrative Review	\$2,350	\$720	\$0	\$0	\$94	\$3,164
Annexation*	\$4,000	\$0	\$1,300	\$500	\$160	\$5,960
Conditional Use Permit	\$3,600	\$2,160	\$0	\$500	\$144	\$6,404
Development Agreement*	\$3,500	\$2,880	\$0	\$500	\$140	\$7,020
Major Deviation	\$1,750	\$0	\$0	\$500	\$70	\$2,320
Master Plan Amendment (Map)*	\$3,500	\$0	\$0	\$500	\$140	\$4,140
Master Plan Amendment (Text)*	\$5,000	\$0	\$0	\$500	\$200	\$5,700
Minor Deviation	\$500	\$0	\$0	\$0	\$20	\$520
Planned Development*	\$5,000	\$4,320	\$0	\$500	\$200	\$10,020
Temporary Use Permit (Use)	\$250	\$0	\$0	\$0	\$10	\$260
Variance	\$1,750	\$0	\$0	\$500	\$70	\$2,320
Waiver	\$500	\$1,320	\$0	\$0	\$20	\$1,840
Zoning Map Amendment*	\$3,500	\$0	\$0	\$500	\$140	\$4,140
Land Division/Mapping						
Abandonment/Vacation	\$1,500	\$1,200	\$1,550	\$0	\$60	\$4,310
Amended Map	\$250	\$0	\$1,550	\$0	\$10	\$1,810
Boundary Line Adjustment	\$700	\$0	\$2,200	\$0	\$28	\$2,928
Certificate of Amendment	\$250		\$900	\$0	\$10	\$1,160
Division of Land into Large Parcels (Final)	\$600	\$240	\$2,200	\$0	\$24	\$3,064
Division of Land into Large Parcels (Tentative)	\$1,000	\$420	\$0	\$0	\$40	\$1,460
Parcel Map (Final)	\$1,000	\$420	\$2,200	\$0	\$40	\$3,660
Parcel Map (Tentative)	\$2,050 + \$200/lot	\$1,920 + \$100/lot	\$0	\$0	\$82	\$4,052 + \$300/lot
Reversion to Acreage	\$1,400	\$720	\$1,400	\$0	\$56	\$3,576
Roadway Dedication	\$1,500	\$1,200	\$1,550	\$0	\$60	\$4,310
Subdivision Map (Final)	\$1,650	\$960	\$2,700 + \$20/lot	\$0	\$66	\$4,416 + \$20/lot
Subdivision Map (Tentative)	\$8000 + \$60/lot >100 lots	\$5,760 + \$50/lot>100 lots	\$0	\$0	\$320	\$14,080 + \$110/lot >100 lots
Miscellaneous						
Appeal	\$750	\$120/hr	\$0	\$500	\$30	\$1,280 + \$120/hr***
Continuance	\$400	\$120/hr	\$0	\$500	\$16	\$916 + \$120/hr***
Extension of Time	\$775	\$0	\$0	\$500	\$31	\$1,306
Sign Permit Review	\$100	\$0	\$0	\$0	\$4	\$104
Temporary Sign Permit	\$100	\$0	\$0	\$0	\$4	\$104
Zoning Verification Letter	\$150	\$0	\$0	\$0	\$6	\$156
Flat Fees						
Planning Plan Review	40% of Permit Fee	\$0	\$0	\$0	4%	40% of Permit Fee + 4%
Residential Repeats	\$100	\$0	\$0	\$0	\$4	\$104

CITY OF FERNLEY
PLANNING DEPARTMENT FEE SCHEDULE

Temporary Use Permit (Special Event)	\$100	\$0	\$0	\$0	\$4	\$104
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Notes:
* Outside Legal Fees to be Paid at Actual Cost
** Technology Fee = 4% of Planning Fee
***Noticing Fee omitted if N/A

See Next Page for More Information



Planning Department

Permits
Planning
Development Review
Sustainability

City of Fernley Planning Application Fee Information

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

Deposits

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

Multiple Applications

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

Waiver of Fees

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

Consultant Fees

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

Technology Fee

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

Refunds

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

CITY OF FERNLEY
PLANNING DEPARTMENT FEE SCHEDULE

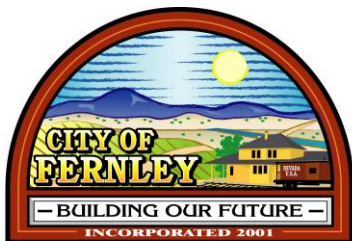
Application	Base Application Fee	Surveyor Fee	Noticing Fee	Technology Fee**	Total Deposit
<u>Entitlements</u>					
Administrative Review	\$2,350	\$0	\$0	\$94	\$2,444
Annexation*	\$4,000	\$1,600	\$500	\$160	\$6,260
Conditional Use Permit	\$3,600	\$0	\$500	\$144	\$4,244
Development Agreement*	\$3,500	\$0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

Notes:

* Outside Legal Fees to be Paid at Actual Cost

** Technology Fee = 4% of Application Fee

See Next Page for More Information



Planning Department

Permits
Planning
Development Review
Sustainability

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Multiple Applications

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

Waiver of Fees

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

Consultant Fees

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

Technology Fee

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

Refunds

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

Expedited Fees

Applicants have the option to pay an expedited fee of \$200 per hour instead of the regular \$80 per hour.